

A. BUSINESS INFORMATION OF APPLICANT

A-1. Complete the Dispensary License Information Form attached as Appendix A.

Please see attached as Exhibit A-1 the Dispensary license application forms.

A-2. Provide a brief summary (no longer than five double-spaced pages) of the applicant's qualifications, experience, and industry knowledge relevant to the development and operation of a Dispensary facility.

Connecticut Wellness Centers, L.L.C. (hereafter referred to as CTWC), has assembled an executive team with diverse qualifications, experience, and industry knowledge, to build out and operate a successful, secure, and compliant medical marijuana Dispensary Facility in Hartford, Connecticut.

The CTWC executive team consists of:

- A pharmacist with almost 30 years of successful work experience in both chain store and independent pharmacies;
- A pharmacist with more than 40 years of experience and who has been , a board member on American Red Cross (Danbury, Connecticut chapter), a member of the Connecticut Pharmacist's Association, a board member of the Connecticut Association of Consultant Pharmacists, the 1998 President of the Connecticut Pharmacist's Association, and an owner and a partner in a walk-in medical center in Danbury, Connecticut;
- A founder and director of one of the state of Colorado's first licensed medical marijuana Dispensary operations, based in Boulder, Colorado;
- A leading security professional with over 30 years of design and implementation experience in the security industry;
- A physician-advisor, originally from Connecticut and now practicing in Colorado with extensive experience using medical marijuana as a form of treatment for patients with qualifying conditions;
- A healthcare clinic and regulations entrepreneur; and
- An entrepreneur with more than 20 years' in a service based industry.

CTWC's Board of Directors will ensure the company remains fully funded and will make prudent capital investments for the long and short term. CTWC will manage growth with strict adherence to Connecticut's regulations. CTWC intends to securely operate the Dispensary as a specialty pharmacy as envisioned by the Connecticut Department of Consumer Protection.

Here is the CTWC team:

Robert Tendler, Dispensary, Pharmacist and Dispensary Facility Manager

- Graduate of the Philadelphia College of Pharmacy & Science;
- Over 50 years as a pharmacist in Connecticut;
- A pharmaceutical educator as well as a consulting pharmacist;
- Member on numerous boards including; American Red Cross, Connecticut Association of Consultant Pharmacists, the Connecticut Pharmacist's Association; and
- A founder of *Option Care of Connecticut* which successfully expanded from a home infusion (home intravenous therapies) company to include a walk-in medical center and pharmacy.

Cary Friedman, Dispensary, Pharmacist, Dispensary Facility Manager

- Cary is a graduate from Ohio Northern University in 1981 with a BS in Pharmacy;
- Over thirty-two years of experience as a pharmacist in retail and hospital pharmacies (including 18 years in managerial capacities);
- Licensed in 3 states, Cary has been a past member of The Greater Bridgeport Pharmaceutical Association, The Connecticut Pharmacist Association, AZO (national pharmacy fraternity), and the Probus Clus (he was named *Greater Bridgeport Probian of the Year* in 1995);
- As a manager, Cary clearly identifies expectations and goals while effectively communicating those objectives to all employees; and

- Cary has served as a consulting pharmacist for Shamrock Home Care since 1993 and is on their advisory committee.

Diane Czarkowski, Dispensary Facility Advisor

- Founder of Boulder Kind Care (BKC), one of Colorado's first licensed medical marijuana production and Dispensary facilities;
- Managed the BKC Dispensary operation and oversaw all product development, patient care, services, and community outreach;
- The company grew to manage 20 employees;
- BKC was the recipient of multiple "best of" awards for customer service, product quality, and professional reputation; and
- Helped to create the industry standard "seed-to-sale" software platform, MJ Freeway, by serving on the Development Board and Dispensary as one of its first users.

Jay Skowronek, Director of Security

- Graduate of University of Massachusetts at Amherst, Massachusetts
- US Air Force 1967-1971 with training and focus in security and intelligence;
- Following duty in Pakistan, Jay was assigned to the National Security Agency at Fort Meade in Maryland where he worked as an Assistant to the Deputy Director and also managed an intelligence processing department;
- Over 40 years of experience working in the electronic security protection industry for companies including Honeywell, ADT, Stanley Convergent Security, and Tyco; and
- High level security implementation in sectors such as banking, local law enforcement, and retail establishments.

David Lipton, Managing Partner

- David received a BA degree from the University of Massachusetts at Amherst;
- Owner and managing partner in 6 successful healthcare facilities;
- Healthcare Industry veteran with two decades of experience owning and overseeing healthcare facilities in highly challenged security environments; and
- Successfully worked to improve public safety with state regulatory agencies.

Marc Gare, Executive Vice President of Operations

- An entrepreneur since receiving his BA from Ithaca College;
- Over 20 years of service industry and retail sales experience; and
- Currently the owner and managing director of Perry Pools and Spas, one of the most successful pool construction and servicing companies in Fairfield County, Connecticut.

Seth Sholes, Executive Vice President of Finance

- Former Wall Street executive with 27 years in risk management and trading;
- Partner at First New York Securities;
- Consulted and helped to establish a long/short hedge fund at Swid Partners with founder Stephen Swid;
- Presently a co-owner of a Westport, Connecticut liquor retail store; and
- Extensive compliance experience with the State Of Connecticut Department Of Consumer Protection Liquor Control Division.

CTWC has assembled an experienced and professional team that is prepared to securely and successfully establish a legally compliant medical marijuana Dispensary to service the registered patients of Connecticut.

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

Below is a current balance sheet which is followed by a profit and loss statement.

CONNECTICUT WELLNESS CENTERS, L.L.C.	NOVEMBER 5, 2013	
BALANCE SHEET		
ASSETS:		
Current Assets:		
Cohen & Wolf, Trustee	150,000	
Checking/Savings		
Bank of America	121,783	
Total Current Assets:		271,783
LIABILITIES & EQUITIES		
Liabilities:		
Loans from Shareholders	50	
Equity:		
Member 1 – Chalip, LLC	30,000	
Member 1 – Lit. Buffalo, LLC	30,000	
Member 1 – Gare, LLC	30,000	
Member 1 – Schwa Holding, LLC	30,000	
Member 1 – TLC10, LLC	30,000	
Member 1 – MDM, LLC	100,000	
Equity:	250,000	
Accumulated Deficit	(20,945)	
Net Income	(107,321)	
Total Equity:	271,733	
TOTAL LIABILITIES & EQUITY		271,783

CONNECTICUT WELLNESS CENTERS, L.L.C. PROFIT & LOSS STATEMENT	JANUARY 1, 2012 – NOVEMBER 4, 2013	
Ordinary Income/Expense	0	
TOTAL INCOME		0
EXPENSES:		
Consulting Fee	49,742	
Dues & Subscriptions	3,900	
Trade & Investor Networking	656	
Advertising	1400	
Legal	43,513	
Accounting	3,302	
Meetings & Seminars	0	
Office Expense	3,516	
Rent	15,037	
Taxes – Other	500	
Travel & Promotion	6,666	
TOTAL EXPENSES:	128,232	
Other Expense – Bank Charges	30	
NET ORDINARY INCOME:		(128,262)
NET INCOME:		(128,262)

B. LOCATION AND SITE PLAN

B-1. The location of the proposed Dispensary facility.

CTWC Dispensary Facility will be located at 310 Murphy Road, Hartford, Connecticut, in a retail and light industrial district which use is permitted. CTWC has a signed lease that has a term of 5 years with three renewable 5 year options. Please see Exhibit B-1 which is a copy of the Lease, dated as of November 14, 2013, between 280-320 Murphy Road L.L.C., as landlord, and CTWC, as tenant.

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

Please see each of the listed documents attached as Exhibit B-2:

- A certified copy of CTWC's Articles of Organization;
- A letter from the City of Hartford's Planning Department, dated November 14, 2013 and signed by Thomas Deller, Development Director of the City of Hartford granting CTWC the right to outfit, improve, and occupy the property at 310 Murphy Road, Hartford, Connecticut as a licensed Dispensary facility.

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

Please see the Lease at Exhibit B-1, Section 3.1 "Use of Premises" which states that CTWC is permitted by landlord to use the premises for the operation of a medical marijuana Dispensary Facility.

B-4. Any text and graphic materials that will be shown on the exterior of the proposed Dispensary facility.

CTWC intends to keep its location and the purpose of its business discreet. Please see Exhibit B-4 attached, displaying only the name and logo of the company, CTWC, L.L.C.

CTWC will also be posting warning signs in select locations that state "Video Surveillance & 24-Hour Alarm Monitoring," "More than 10 Cameras are Monitoring this Facility Inside & Out," and "Do Not Enter - Limited Access Area - Access Limited to Authorized Personnel Only."

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

The area located at 310 Murphy Road, Hartford, Connecticut (marked as "CTWC" in Exhibit B-5), is a multi-tenant building located near Interstate 91. Please see Exhibit B-5 which is the attached MS-PowerPoint presentation that provides additional images of the area surrounding 320 Murphy Road.

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

Please see Exhibit B-6 attached which is a Google Earth created site map of the CTWC facility site plan and mapping from Hartford's GIS System along with the Assessor's Property Record Card.

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

Please see Exhibit B-7 attached which is a MS-PowerPoint presentation identifying locations for places of worship, schools, convents, charitable institutions, hospitals, military establishments, and veterans' homes.

B-8. A blueprint, or floor plan drawn to scale, of the proposed Dispensary facility, which shall, at a minimum, show and identify the following details(a-k details not shown)

Please see Exhibit B-8 attached which is the floor plan, drawn to scale, showing the layout and design of the approximately 3,408 square foot Dispensary facility. Subsequent to licensure, construction will begin in Q1 2014 with construction

completion in 6 - 8 weeks. The plan shows the following for 310 Murphy Road, Hartford:

Square Footage Use	Approximate Square Footage
a. Dispensary Facility Department	329
b. Overall square footage	3,408
c. Storage Rooms and Stock Rooms	1023
d. Counter space for Dispensary department	65
e. Break room/Pantry	129
f. Product Vault room	148
g. Toilets	136
h. Break room/Pantry	125
i. Patient Counseling areas	501
j. Other product sales area	107
k. Total of all areas that may contain marijuana or marijuana products	575

C. PROPOSED BUSINESS PLAN

C-1. Provide a detailed description of all products intended to be offered by the Dispensary Facility during the first year of operation.

Please see the CTWC Business Plan attached as Exhibit C-1. CTWC will focus on providing patients with only the highest quality, pharmaceutical-grade medical marijuana that is available from the licensed Connecticut producers. The categories of product CTWC intends to offer include:

Dried Cannabis

- A broad range of strain varieties of ground cannabis as this is likely to be the most common form preferred by patients in the first year of product availability; and
- CTWC will emphasize strains high in cannabidiol (CBD) which is one of the more than 80 cannabanoids that have significant beneficial properties.

Concentrates

- Concentrates, distillations of medicine, provide patients with a medicine that requires less consumption of plant material while still benefiting from high levels of cannabinoids.

Oil Cartridges

- Oil cartridges are a concentrated medicine that is portable, discreet, and provides patients with consistent dosing along with a fast-acting delivery method.

Tinctures

- Tinctures are usually a glycerin-based solution of dissolved cannabinoids that can be taken as drops;
- If held under the tongue, the drops are absorbed directly into the bloodstream and therefore a fast-acting delivery method; and
- Cannabis tinctures can also be added to food or drink.

Capsules

- Capsules will be available in a variety of strains and strengths for CTWC patients that are more comfortable taking traditional forms of medicine.

Edibles

CTWC will provide edible medicine, such as cookies, and brownies, with the emphasis on three key characteristics: consistent and accurate dosing, high quality ingredients, and exceptional flavor. CTWC will offer a wide variety of products that will give adequate options for all dietary restrictions. These offerings include low-glycemic foods (sugar free), gluten-free foods, and vegan foods.

Non- Medical Marijuana Merchandise

Keeping with the mindset of treating the whole patient, CTWC will offer a wide range of merchandise to complement the medicinal product. The merchandise will focus on overall health, wellness, and to provide educational resources. This will include:

- Books and CDs – will focus on education about treating and living with the conditions recognized by the DCP for treatment at Connecticut dispensaries. These will be sourced from holistic health publishers, as well as other publishing houses, such as:
 - Vital Health: <http://www.vitalhealthbooks.com/products.html>
 - Gaiam: <http://www.gaiam.com/>
 - Bull Publishing: <https://www.bullpub.com/catalog>

- Holistic Medicine – herbs, aromatherapy, natural topicals and other over-the-counter remedies such as:
 - Wish Garden Herbs: <http://www.wishgardenherbs.com/>
 - Peaceful Mountain: <http://www.peacefulmountain.com/>
 - Bach Flower Remedies: <http://www.bachflower.com/>

- Vaporizers - CTWC will provide a selection of vaporizers at various price points which will include:
 - **Table Top Vaporizers**
 - Forced Air - utilizes a fan that produces a the vapor from the device versus the patient inhaling
 - Bag Fill Vaporizers - utilizes a 'balloon' that permits the patient to store vapor which can be used incrementally
 - Traditional Vaporizers

 - **Portable Vaporizers**
 - Pen Style Vaporizers

- Other products will include more traditional, and typically less costly, methods for dosing (via smoking) with ground medical marijuana including pipes and cigarette papers.

Merchandise carried will only be focused on the marijuana for medicinal purposes, patient health and well being, and education. There will be no merchandise seeming to endorse or promote the recreational use or culture of marijuana as CTWC is a 'pharmacy resource' for the registered patients of Connecticut.

C-2. Provide a detailed description of all services to be offered by the Dispensary Facility during the first year of operation.

- The patient's initial visit at CTWC will include a private and thorough consultation with the Dispensary during which they will discuss the patient's conditions and symptoms.
- The CTWC Dispensary will utilize the MJ Freeway software which includes "MJ Freeway's Symptom Tracker™" (please see Exhibit C-2 MJ Freeway Application Support Package for more details). This software tracking module provides a mechanism for the Dispensary to review with the patient their symptoms and to assess, over time, the effects of the medicine prescribed on those symptoms or conditions.
- Patients will also be provided with a pocket-size journal so that they can keep track of the medicine(s) they are using, their effects, and any other notes that will assist in their treatment - this self-assessment is attached to the patient record in the MJ Freeway software.
- Additional assessments will be detailed by the Dispensary during regular consultations with patients.
- MJ Freeway also 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.

There will be additional services hosted by CTWC within the Dispensary Facility by appointment. Those services will be provided by professionals who specialize in

other health service modalities which will emphasize patient's participating in their total well being and the ability to control some aspect of their outlook or perspective which can compromise or optimize their quality of life. These will include:

- Nutritional Counseling; and
- Herbal Therapy and Aromatherapy - Incorporating natural herb remedies and scents to positively affect a patient's outlook, reduce stress and anxiety, and to promote an overall sense of well being.

C-3 A detailed description of the process that a Dispensary Facility will take to ensure that access to the Dispensary Facility premises will be limited only to employees, qualifying patients, and primary caregivers.

The Tyco state of the art security system installed will enhance security, provide audit trails, electronically enforce facility access and prevent any losses through the use of burglary protection, emergency police call, electronic access control and CCTV surveillance/recording/retrieval systems. Below you will find the highlights of the systems and procedures.

Systems

- UL-listed premises burglary protection systems with a continuously-pollled IP off-premises connection and with a backup cellular transmitter;
- The ability to remain in operation during a power outage (battery back-up for security only);
- Monitoring and logging of all system openings/closings of five distinct layers (independent-in-operation alarm system groups or partitions) -- Layer #1 – Exterior; Layer #2 – Entry Foyer; Layer #3 – Patient Waiting Area; Layer #4 – Dispensing Area; Layer #5 – Secure Vault Room (for added security these alarm system groups/partitions will have independent times of operation when authorized personnel will be able to turn the burglary protection 'off' only after a designated time and the alarm system layers/partitions must be turned 'on' per a prearranged, monitored schedule);

- A video surveillance/recording/retrieval system with IP and high resolution analog surveillance cameras monitoring all: waiting areas, Dispensary areas office areas and in the vicinity of the vault;
- A separate DFD area within that can be locked and alarmed if needed
- The secure vault room will store all marijuana product that is not on display and all marijuana product when the facility is closed. This room will be protected by a hardened door, motion detectors and CCTV.
- Video surveillance activity will be archived for a minimum of 30 days and specific video needed in conjunction with a criminal incident or workplace injury will be archived by means of a DVD or stick memory device (archived video will be “watermarked” to ensure integrity of the video recording);
- Security cameras providing clear color still photo (9600 dpi or better) with industry standard images that include an accurate date and time stamp;
- A limited access surveillance room with login sheet (with a video camera directed on the entry door);
- Weekly checks for proper working order of the security system and the back-up system;
- High security, balanced, biased magnetic contact protection on all exterior doors, and selected interior doors;
- Daytime annunciation of all perimeter entrance doors;
- Passive infrared intrusion sensors and “verified” combination passive infrared/microwave intrusion sensors located throughout sensitive building areas (excludes closets, lavatories, etc.);
- Hardwired emergency police call devices will be strategically located;
- The receptionist will have access to a silent panic button and have memorized a duress code for the alarm keypad;
- The use of a Web-hosted access control system throughout the premises to cancel any Photo ID immediately and remotely, if necessary, upon employee termination; and
- Staff will be issued unique photo identification that will be worn at all times on the premises.

Employee Procedures

- The Dispensary Facility will open when two employees are on the premises;
- Upon entry to the Dispensary Facility, the alarm that protects the entire Dispensary Facility must be deactivated and lights turned on;
- Once a Dispensary or Dispensary Facility Manager is on the premises, the DFD's secure storage/vault's alarm system will be deactivated and unlocked;
- Office staff will wear photo ID badges at all times;
- State registered patients are checked in by staff and granted access to the patient waiting area;
- Vetted and registered guests may only enter the facility under the constant supervision of an employee after they have been photo ID verified, logged in and issued a temporary ID;
- All deliveries must be verified and logged in at the front entrance prior to receiving access to the vault area; and
- Patients will be monitored in the Dispensary area at all times. All medical marijuana product will be stored out of patient reach in display cases.

Patient Procedures

- Patients will enter the Dispensary Facility from outside, through the front entrance, where they will be greeted by the receptionist;
- The receptionist will check the patient's/caregiver's qualifications and notify the Dispensary that there is a patient waiting;
- The patient will be escorted into the Dispensary area;
- Patients will be monitored in the Dispensary area at all times. All medical marijuana product will be stored out of patient reach in display cases; and
- Upon completion of the Dispensary area visit the patient will be escorted back to the waiting area.

Please see Exhibit C-3 attached which is CTWC's "Security Policy and Procedure Manual" and "Operations & Compliance Policy and Procedure Manual."

C-4. A detailed description of the features, if any, that will provide accessibility to qualifying patients and primary caregivers beyond what is required by the Americans with Disabilities Act.

CTWC will not only comply with the Americans with Disabilities Act, but we will exceed its requirements. CTWC will install or have on hand the following:

- A wheelchair available for on-site use;
- Lower countertop(s) will be installed for wheelchair access;
- Chairs will be available in the Dispensary department for patients who have difficulty standing;
- TTY phone capabilities via Skype to receive calls from speech impaired patients, i-Pad's available for patient use in office consultations;
- An ASL interpreter will be available as needed so that hearing impaired patients can schedule visits when the interpreter is present;
- Merchandise will be positioned so that it can be easily viewed from a seated position;
- Aisles and furniture will be positioned for wheelchair access; and
- Service animals will be welcomed.

CTWC will periodically survey patients' user experience of our facility and services offered and make needed and desired improvements.

C-5. A detailed description of any air treatment or other system that will be installed and used to reduce off-site odors.

All CTWC medicinal product will be purchased from Connecticut state producers who are to provide only pre-sealed and pre-packaged medicine. No product as supplied should emit any odors.

Should the vault ultimately emit some form of odor, CTWC will have a Guardian Air System heating and cooling the Dispensary space – in addition to eliminating organic odors, this system will also remove other contaminants from the air, establishing a cleaner and safer environment for our patients and employees.

C-6. A detailed description of the process by which marijuana and marijuana products will be delivered to a Dispensary Facility from the producer, including the protocols that will be used to avoid any diversion, theft, or loss of marijuana.

The transportation of all product to CTWC will be initiated by the Dispensary placing an order with the producer. The order will be confirmed by the producer and CTWC will receive a shipping date/time.

The following steps will be procedure at CTWC:

- Purchase orders may only be placed by the Dispensary Facility Manager, of CTWC after approval from a CTWC Executive Vice President (EVP);
- The order placed will be checked by the producer. If any product is currently unavailable, the Dispensary Facility Manager will be notified;
- If accepting product replacements, the Dispensary Facility Manager must resend an amended purchase order approved by an EVP;
- The supplier will provide a shipping manifest to the Dispensary Facility Manager of CTWC at least 24 hours prior to their shipment leaving the supplier and will clearly delineate all of the product to be included in the delivery (type, kind, brand, quantity, weight, carton count) as well as date, name of Dispensary Facility, Dispensary Facility Manager who placed the order, and the personnel handling the shipment;
- CTWC will retain copies of all shipping manifests as part of their policy and procedures in record-keeping; All designated shipping cartons will be checked and accounted for accuracy (assuring cartons are properly marked for each Dispensary);
- CTWC will require that suppliers label and numerically identified all cartons (i.e., they will be labeled for CTWC and marked #1 of 3, #2 of 3, #3 of 3);
- Cartons are to be marked for any special care instructions i.e., baked goods enclosed, fragile items, handle with care, etc.;
- The delivery van will be unloaded under the supervision of at least one of the drivers, and the Dispensary Facility Manager;

- Once arriving at a Dispensary, the delivery agents will not unlock the doors until they have established contact with the Dispensary Facility Manager to make them aware the delivery has arrived and they engage the Dispensary Facility Manager for safe receipt (and employees of the Dispensary Facility are alerted to be on guard);
- The Dispensary Facility Manager and one other CTWC employee must count and verify the shipment and then sign off on the delivery agents shipping form verifying the receipt of the correct order;
- The Dispensary Facility Manager may accept or reject an order if there is a discrepancy between the order placed and the order received, and advise the DCP and the Producer;
- The Dispensary Facility Manager, along with a Dispensary Technician, will ensure all laboratory test results are included with the shipment;
- The Dispensary Facility Manager, along with a Dispensary Technician will make sure details of shipment are accurately entered into inventory;
- The Dispensary Facility Manager, along with a Dispensary Technician, will ensure that manifests are filed properly;
- The Dispensary Facility Manager, along with a Dispensary Technician, will ensure that the new inventory is promptly placed in secure vault;
- The Dispensary Facility Manager, along with a Dispensary Technician, will go enter the vault with a handheld barcode scanner to scan receipt of all new inventory; and

Please see Exhibit C-2 attached which is CTWC's "MJ Freeway Application Support Package."

Please see Exhibit C-3 attached which is CTWC's "Security Policy and Procedure Manual" and "Operations & Compliance Policy and Procedure Manual."

C-7. A detailed description of the training and continuing education opportunities that will be provided to Dispensary Facility employees.

Because a comprehensive understanding of medical marijuana and its application in health care as medicine is critical to patient education, CTWC employees will receive comprehensive training in the following areas:

Internal training

- Connecticut state law pertinent to medical marijuana
- Safe use of medical marijuana
- Medical marijuana allergies and other potential adverse effects
- Basics of cannabis botany and strains including understanding the three major phenotypes of medical marijuana, the benefits and characteristics of each phenotype, the key therapeutic phytochemical constituents of medical marijuana and their uses which include THC (tetrahydrocannabinol), CBD (cannabidiol), CBN (cannabinol), and lesser known phytochemicals such as cannabichromene, cannabicyclol, cannabidiol, cannabielsoin, cannabigerol, cannabiniol, and cannabitriol
- The Connecticut DCP medical marijuana approved conditions
- Recognizing and dealing with substance-impaired patients
- Disability sensitivity training
- New patient orientation
- Review of welcome pamphlet
- Review of Connecticut state law for patients and caregivers
- Patient and caregiver rights and responsibilities
- HIPAA and the patient/caregiver/Dispensary relationship
- Tracking the therapeutic effects of marijuana with self-assessment tools
- Review of medicinal-related products and services available
- Substance use , abuse, and seeking help

External Training

- CTWC will reimburse credit costs for employees wishing to take courses at accredited institutions when such courses are applicable to improving their performance or position at work;
- CTWC staff and Board of Directors will regularly attend industry sponsored educational training from reputable organizations such as the National Cannabis Industry Association(NCIA), MJ Freeway, MJ Business Daily, and Americans for Safe Access; and
- Specific employees will be certified in CPR and encouraged to complete EMT certification.

C-8. A detailed description of any processes or controls that will be implemented to prevent the diversion, theft, or loss of marijuana.

CTWC will be using the comprehensive software called MJ Freeway, created exclusively for the medical marijuana business. It was designed, in part, to ensure that no diversion occurs from the time the product(s) enter the facility until the products are sold to a registered patient or caregiver.

- MJ Freeway has defined “roles” for user logins so that employees only have permissions appropriate for their role, so performing inventory, for example, can only be performed by an authorized user, such as the Dispensary or Dispensary Facility Manager;
- MJ Freeway controls which computers have access to your system, ensuring that employees are only logging into the system when they’re actually on site;
- The software provides a robust inventory reconciliation tool, allowing a Dispensary to run regular inventories of all stock stored at the Dispensary Facility and recording historical information so that management may refer back to any past reconciliation to see a summary of changes made.
- 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
- Although data can be changed, the data can never be deleted;

- The software allows a Dispensary Facility 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 Facility to track and ensure that all transactions take place between two legal parties;
- 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;
- 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;
- The software is "cloud-based" – meaning the data resides in a remote, highly secure server facility, much more secure than a local server that can be stolen or vandalized; and
- 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.

Standard Practices:

- Two employees will handle the movement of marijuana and place it in inventory/storage in the Dispensary Department safe/vault;
- CTWC will use MJ Freeway software with portable barcode scanning tracking system;
- Reporting from MJ Freeway will be used for internal inventory audits;
- CTWC will be utilizing a 24-hour alarm system and 24 hour surveillance system inside and out;

- Marijuana will only be sold in its original, sealed, child-resistant container or packaging, as provided by the Producer
- Checkout registers will be equipped with a scale to verify actual weight of outgoing product against recorded weight;
- All marijuana and marijuana product inventoried, sold, quarantined, or disposed of by CTWC will be accurately recorded in detailed and dated ledgers:
 1. Vault Room: Brand, kind, type, quantity (volume), and items removed or added to the room;
 2. Dispensary Area: Brand, kind, type, quantity, and items removed or added to the room;
 3. Quarantine Area: Brand, kind, type, quantity, reason for quarantine, and items removed or added to the room;
 4. Sold: Brand, kind, type, quantity, Dispensary Facility recipient, Dispensary that signed for the product; and
 5. Disposal: Brand, kind, type, quantity, reason for destruction, witnesses (names, date, signatures), who authorized the destruction and who handled the destruction;
- Upon receipt of first shipment, CTWC will inventory the marijuana on site. CTWC will account for all types, brands, forms, and their amounts and thereafter conduct weekly inventory, by at least two personnel with one being the Dispensary Facility Manager. This will help detect potential diversion, theft, loss, or identify product that is outdated, damaged, deteriorated, misbranded, or adulterated. The inventory accounting will include:
 1. The date of the inventory;
 2. An accurate accounting of all marijuana on the premises whether in the vault area, Dispensary area, quarantine area, and in what form and age;
 3. The name, signature, and title of the individuals who conducted the inventory;

- Ledgers will be maintained by CTWC so there will be an accurate record of all marijuana in the following categories:
 - A. Ledger 1: Purchases from suppliers;
 - B. Ledger 2: Comprehensive status of marijuana on site; and
 - C. Ledger 3: Destroyed marijuana.
- When a sample or record is removed by the State or law enforcement, a signed receipt must be obtained and kept on file for 3 years.
- The Company's accurate and complete records will fully detail the years' business transactions relating to the sale and purchase of marijuana.

CTWC employees will be trained to be aware of security threats by our Director of Security and will have regularly scheduled reviews and drills.

Please see Exhibit C-3 attached which is CTWC's "Security Policy and Procedure Manual" and "Operations & Compliance Policy and Procedure Manual."

D. PROPOSED MARKETING PLAN

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

Overview

CTWC's proposed marketing plan is more aptly described as an educational plan and not a marketing plan.

- Its focus is on the regulations in Connecticut for the palliative use of medical marijuana for the conditions recognized by the Connecticut DCP.
- CTWC will not promote or allude to, in verbiage or graphic representation, any use or purpose for medical marijuana other than for patient medication

(CTWC will not promote or allude to marijuana's use recreationally or its use by anyone under the age of 18 in any material distributed by CTWC).

- The company's education-focused patient and caregiver communication through the CTWC website will include a comprehensive description of CTWC and its operations.
- CTWC will provide relevant information regarding the Connecticut DCP Medical Marijuana Program, including:
 - Information about who may qualify as a patient;
 - Patient rights and responsibilities under the law;
 - How to register as a patient; and
 - Educational information regarding the responsible use of medical marijuana.

Marketing Techniques

We anticipate focusing on patient education. CTWC will:

- Inform patients about new products and services;
- Instruct patients and caregivers how these products and services may benefit them;
- Inform patients and caregivers how CTWC intends to differentiate itself from other Connecticut dispensaries;
- Inform patients and caregivers about our Compassionate Need Program;
- Inform patients about potential upcoming research which might be beneficial to patients and how they might qualify to participate in such research; and
- Make available product test results and cannabinoid profiles of each and every product CTWC offers.

Website

CTWC will design and manage its website with information and graphics that are not designed or intended to appeal to anyone under the age of 18 or to refer to

the product it offers as serving any purpose other than as palliative medicine for the treatment of the 11 approved conditions in the State of Connecticut. The purpose of CTWC's website is to:

- Communicate that the company exists to service the Connecticut medical community, the registered patients, and their caregivers;
- Establish that CTWC is a legally compliant facility that is responsible to the community it serves;
- Advocate through community outreach to help support area substance abuse prevention programs;
- Provide links to the Connecticut DCP Medical Marijuana Program website and the complete regulations; and
- Provide links to reputable sources for continuing education and information.

Here are some of the details which we intend to include on the www.ctwellness.com website (which will continually be improved upon and updated with new information):

- Patient and caregiver understanding of the law:

Being a Connecticut Medical Marijuana Patient

Connecticut Law - Who May Be a Patient

- Currently, Connecticut law classifies certain debilitating conditions as legally qualifying for a prescription of medical cannabis; and
- As stated in the state Regulations: "Debilitating medical condition" means (A) cancer, glaucoma, positive status for human immunodeficiency virus or acquired immune deficiency syndrome, Parkinson's disease, multiple sclerosis, damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity, epilepsy, cachexia, wasting syndrome, Crohn's disease, posttraumatic stress disorder, or (B) any medical condition, medical

treatment or disease approved by the Department of Consumer Protection pursuant to regulations adopted under section 21a-408m.

Please Understand your Rights and the Law

- **Sec. 21a-408a. Qualifying patient not subject to arrest, prosecution or certain other penalties. Requirements. Exceptions.** (a) A qualifying patient shall register with the Department of Consumer Protection pursuant to section 21a-408d prior to engaging in the palliative use of marijuana. A qualifying patient who has a valid registration certificate from the Department of Consumer Protection pursuant to subsection (a) of section 21a-408d and complies with the requirements of sections 21a-408 to 21a-408n, inclusive, shall not be subject to arrest or prosecution, penalized in any manner, including, but not limited to, being subject to any civil penalty, or denied any right or privilege, including, but not limited to, being subject to any disciplinary action by a professional licensing board, for the palliative use of marijuana if:
 - (1) The qualifying patient's physician has issued a written certification to the qualifying patient for the palliative use of marijuana after the physician has prescribed, or determined it is not in the best interest of the patient to prescribe, prescription drugs to address the symptoms or effects for which the certification is being issued;
 - (2) The combined amount of marijuana possessed by the qualifying patient and the primary caregiver for palliative use does not exceed an amount of usable marijuana reasonably necessary to ensure uninterrupted availability for a period of one month, as determined by the Department of Consumer Protection pursuant to regulations adopted under section 21a-408m; and
 - (3) The qualifying patient has not more than one primary caregiver at any time.
- (b) The provisions of subsection (a) of this section do not apply to:

(1) Any palliative use of marijuana that endangers the health or well-being of a person other than the qualifying patient or the primary caregiver; or

(2) The ingestion of marijuana (A) in a motor bus or a school bus or in any other moving vehicle, (B) in the workplace, (C) on any school grounds or any public or private school, dormitory, college or university property, (D) in any public place, or (E) in the presence of a person under the age of eighteen. For the purposes of this subdivision, (i) "presence" means within the direct line of sight of the palliative use of marijuana or exposure to second-hand marijuana smoke, or both; (ii) "public place" means any area that is used or held out for use by the public whether owned or operated by public or private interests; (iii) "vehicle" means a vehicle, as defined in section 14-1; (iv) "motor bus" means a motor bus, as defined in section 14-1; and (v) "school bus" means a school bus, as defined in section 14-1.

Some Definitions to Understand from the Regulations:

- (9) "Primary caregiver" means a person, other than the qualifying patient and the qualifying patient's physician, who is eighteen years of age or older and has agreed to undertake responsibility for managing the well-being of the qualifying patient with respect to the palliative use of marijuana, provided (A) in the case of a qualifying patient lacking legal capacity, such person shall be a parent, guardian or person having legal custody of such qualifying patient, and (B) the need for such person shall be evaluated by the qualifying patient's physician and such need shall be documented in the written certification;
- (10) "Qualifying patient" means a person who is eighteen years of age or older, is a resident of Connecticut and has been diagnosed by a physician as having a debilitating medical condition. "Qualifying patient" does not include an inmate confined in a correctional

institution or facility under the supervision of the Department of Correction;

- “Written certification” means a written certification issued by a physician pursuant to section 21a-408c.

Links will also be provided on CTWC website to the Connecticut DCP Medical Marijuana Program and the complete regulations.

Useful and informative links to information regarding medical marijuana and the 11 Connecticut approved diseases and conditions for which medical marijuana may be prescribed such as:

UNDERSTANDING MEDICAL MARIJUANA:

https://www.cannatest.com/education_page/cannabis/

<http://www.amjbot.org/content/91/6/966.full>

<http://depts.washington.edu/stella/b/cannabinoid.shtml>

http://www.mayoclinic.com/health/marijuana/NS_patient-marijuana

<http://norml.org/library/item/introduction-to-the-endocannabinoid-system>

BY APPROVED DISEASE AND/OR CONDITION IN CONNECTCUT:

RECENT RESEARCH

<http://norml.org/component/zoo/category/recent-research-on-medical-marijuana>

CROHN'S

<http://norml.org/library/item/gastrointestinal-disorders>

<http://www.beyondthc.com/wp-content/uploads/2012/07/Crohns05.pdf>

MS

<http://norml.org/library/item/multiple-sclerosis>

<http://www.medicalnewstoday.com/articles/251339.php>

<http://www.sciencedaily.com/releases/2012/05/120514122607.htm>

CANCER

<http://norml.org/library/item/gliomascancer>

<http://www.cancer.gov/cancertopics/pdq/cam/cannabis/healthprofessional/page4>

<http://scienceblog.cancerresearchuk.org/2012/07/25/cannabis-cannabinoids-and-cancer-the-evidence-so-far/>

<http://www.mpp.org/assets/pdfs/library/MedConditionsHandout.pdf>

HIV

<http://norml.org/library/item/human-immunodeficiency-virus-hiv>

<http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3066045/>

PARKINSON'S

<http://www.truthonpot.com/2013/04/20/medical-marijuana-and-parkinsons-disease/>

<http://www.ncbi.nlm.nih.gov/pubmed/15477546>

GLAUCOMA

http://www.americanglaucomasociety.net/patients/position_statements/marijuana_glaucoma

<http://www.nei.nih.gov/news/statements/marij.asp>

POST TRAUMATIC STRESS DISORDER

<http://medireview.com/2013/05/medical-marijuana-helps-war-veterans-overcome-post-traumatic-stress/>

CACHEXIA & WASTING SYNDROME

<http://jco.ascopubs.org/content/24/21/3394.full>

<http://scienceblogs.com/whitecoatunderground/2009/11/24/cancer-cachexia/>

EPILEPSY / SEIZURES

<http://www.epilepsycolorado.org/index.php?s=10784&item=5985>

SPINAL CORD INJURIES

<http://www.ncbi.nlm.nih.gov/pubmed/6978699>

<http://www.spinalcordinjuryzone.com/news/2687/marijuana-treatment-for-spinal-cord-injury-studied>

DRUG ABUSE PREVENTION:

<http://www.drugabuse.gov/publications/research-reports/marijuana-abuse>

<http://www.drugscreening.org/>

<http://www.ncadd.org/index.php/learn-about-drugs/drug-abuse-self-test>

E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE

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

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

Please see Exhibit E-1 attached which includes CTWC's Articles of Organization as well as CTWC's Operating Agreement.

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

Please see Exhibit E-2 attached which includes resumes, letters of recommendation, and a current organizational chart for CTWC.

E-3. The name, title, and a copy of the resume of the person who will be responsible for all information security requirements, including the requirement that patient information remain confidential.

Please see Exhibit E-3 attached which is the resume for Elaine Lonergan, Director of Compliance.

E-4. A copy of all compensation agreements with Dispensary Facility backers, directors, owners, officers, other high-level employees or any other person required to complete Appendices B, C, or E. For purposes of this RFA, a compensation agreement includes any agreement that provides, or will provide, a benefit to the recipient whether in the form of salary, wages, commissions, fees, stock options, interest, bonuses, or otherwise.

Although no formal employment contracts have been created, below are CTWC's estimated annual salaries for key positions that include:

Pharmacist(s) including Dispensary Facility Manager:	160,000
Dispensary Technician(s):	35,000
Security:	40,000
Reception, Administrative & Compliance:	50,000

CT Wellness has raised all of the capital necessary to execute its business plan through L.L.C. member equity contributions. Other than the fifty dollar loan carried on the books, there is no debt obligation or contingent payout. All members shall be entitled to distributions of profits in proportion to their ownership percentages. There are no special equity rights.

E-5. Describe the nature, type, terms, covenants, and priorities of all outstanding bonds, loans, mortgages, trust deeds, pledges, lines of credit, notes, debentures, or other forms of indebtedness issued or executed, or to be issued or executed, in connection with the opening or operating of the proposed Dispensary facility.

The Company has raised the estimated capital necessary to execute its business plan through equity contributions to its L.L.C. There are no debt obligations or contingent payouts required of the Company. All members shall be entitled to

distributions of profits in proportion to their ownership percentages. There are no special equity rights, etc.

E-6. Provide audited financial statements for the previous fiscal year, which shall include, but not be limited to, an income statement, balance sheet, statement of retained earnings or owners' equity, statement of cash flows, and all notes to such statements and related financial schedules, prepared in accordance with generally accepted accounting principles, along with the accompanying independent auditor's report. If the applicant was formed within the year preceding this application, provide certified financial statements for the period of time the applicant has been in existence and any pro forma financials used for business planning purposes.

Please see attached as Exhibit E-6, a financial audit prepared by Williams, Benator & Libby.

E-7. Provide complete copies of all federal, state and foreign (with translation) tax returns filed by the applicant for the last three years, or for such period the applicant has filed such returns if less than three years.

Please see attached as Exhibit E-7, a letter prepared by Williams, Benator & Libby.

E-8. Provide complete copies of the most recently filed federal, state and foreign (with translation) tax returns filed by each.

Please see attached as Exhibit E-8, tax returns as provided by Pullman & Comley.

F. BONUS POINTS

1. Employee Working Environment Plan

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

Safety and Health

Please see Section C-2 and Exhibit F-1 which sets forth CTWC's Administration and Employee Policy and Procedure Manual. Each employee must annually review and sign an acknowledgement form confirming they have read, understand, and agree to comply, as applicable, with the following:

Section I: Employment Opportunities

- At-Will Employment
- Employee Evaluation Period
- Equal Opportunity Employment
- Federal Immigration Reform & Control Act of 1986 (IRCA)
- Categories of Employment
- Employment, Employment Application, and Pre-Employment Screening
- Job Training
- Job Descriptions

Section II: Conduct at Work

- Standards of Conduct
 - Regulations as to Conduct
- Inappropriate Behavior at Work and Misconduct
- Personal Appearance
- Attendance and Punctuality
- Classified and Proprietary Information
- Contact with the Company During Work Hours
- Conflicts of Interest
- Weapons in the Workplace
- Workplace Searches
- Substance Abuse
- Personal Phone Calls at Work
- Electronic Communication
- Social Media
- Cameras and Phone Cameras
- Harassment
 - Reporting
 - Investigation

Section III: Employee Remuneration and Paid Time Off (PTO)

- Paycheck Deductions
- Holidays and Vacations
- Sick Days and Personal Days
- Performance and Salary Reviews
- Employee Social Security Contributions
- Overtime Pay
- Pay Garnishment for Child Support

Section IV: Leave of Absence

- New Parent Leave of Absence
- Jury Duty
- Military
- Bereavement
- Disability

Section V: Emergency Situations

- Emergency Contact Information
- What to Do in Case of an Emergency
- General Security Practices
- Medical Emergencies
- Fire Drills
- Fire
- Severe Weather
- Earthquakes
- Bomb Threat
- Workplace Violence
- Workplace Strike

Section VI : Insurance and Worker's Compensation

- Medical insurance
- Worker's Compensation
- HIPAA

Section VII: Employee Privacy & Confidentiality

- Change in Personal Information – Contact Information
- Social Security Number Privacy and Protection

Personnel Files

Section VIII: General & Miscellaneous

Maintaining a Clean Work Environment

Purchasing Inventory

Company Property/Equipment

Personal Property

Lost and Found

Meal Time

Break Room

Bulletin Board

Media Contact

Resignation

Agreement – Signature

This manual is essential to the efficient operation of CTWC's Dispensary facility. It serves many purpose: to serve as a training and orientation guide for new employees, to serve as an ongoing reference for staff, to serve as a risk management tool that lowers liability exposure, and to promote, by its continued use and updates and revisions, excellence in practice in all areas of operating a safe, secure, and successful Dispensary.

For the manual to be effective, it must be kept current and must be shared by all staff members. Above all, policies and procedures must be implemented and enforced. These written policies and procedures will increase understanding of business operations, eliminate the need for personal decisions on matters of CTWC policy, and help to ensure safety, security, and uniformity of management practices throughout the organization.

Economically Beneficial

Our business plan and financial pro forma project a profitable enterprise. Employee salaries are identified there as well. CTWC will provide competitive salary and benefits to our employees and educational opportunities related to the

industry. We believe that the combination of responsible compensation, meaningful training and a supportive working environment will give our employees an opportunity to develop a career in a new, bona fide, stable industry in Connecticut which will provide them with a genuine future.

Safety Standards

CTWC is acutely aware of the need to ensure worker safety and prevent injury. Annual Safety and Environment reviews will be conducted with third party consultants, the local fire department and building safety inspectors to ensure that our facility is operating as safely as possible.

Environmental Standards

CTWC will, to the extent permissible by state law, use environmentally sound materials in its packaging, office practices and energy use.

- Post-consumer waste paper will be use in office applications where electronic records are not possible;
- Our energy suppliers will be will be chosen based on their use of renewable energy sources; and
- Employees will be required to recycle when possible.

Standards of Conduct

Employees are expected to conduct themselves in a professional manner at all times, demonstrate a positive and helpful attitude, show respect for fellow employees, management, service providers, and have respect for Company property.

Every employee's role is vital in creating favorable or unfavorable attitudes in the community towards the Company. CTWC's reputation depends greatly upon the work ethic exhibited, the courtesy and efficiency demonstrated, and the professional confidence the Company possesses in all details. All employees

represent the Company in the goal to maintain the best practices in all aspects of our organization. Therefore, all staff members are to observe the following:

- Be efficient and give the highest level of attention and care to your work
- Be tolerant of others
- Be helpful and courteous
- Be patient with all requests and demands
- Take charge of responsibilities
- Tackle problems, don't avoid them
- Communicate effectively all issues and concerns – this helps everyone
- Welcome new experiences and ideas
- Neither underestimate nor overestimate your abilities and seek help when you need it
- Give your best effort in whatever you do
- Speak well of your fellow employees and of the Company and don't voice any disgruntlement (this is to be expressed to management solely)

Benefits

Healthcare insurance, educational, and retirement benefits are covered in CTWC's "Administration and Employee Policy and Procedure Manual" Section 3, Paychecks, Performance and Salary Reviews, as not every employee qualifies for all of these benefits.

Wage Standards

CTWC believes in and supports the concept of "living wages". To this end, CTWC pledges to use the *Living Wage Calculator* developed by the Massachusetts Institute of Technology and published on line at <http://livingwage.mit.edu/> as the standard by which we establish our wage structure.

2. Compassionate Need Plan

F-2. Describe any compassionate need program you intend to offer.

During the drafting of the Connecticut Regulations, CTWC proposed that the Commission require grow facilities to implement programs to provide product to patients with limited financial needs (Compassionate Need Plant or CNP). CTWC is pleased that the application process includes the opportunity for bonus points for dispensary facilities for CNP's. CTWC will base its initial Compassionate Care Plan on household income (with veterans' automatically qualifying). The CTWC model will be based on 150% of the Federal Poverty level. CTWC is founded in the belief that those who are in need of medicine, but unable to afford it, should be assisted in attaining it. The CTWC business plan estimates an allocation of approximately \$22,000 in 2014, and \$67,500 in 2015 for qualifying patients. The CTWC Board of Directors will meet semi-annually to review the Compassionate Care Plan to assess changes to the program.

F-2-a. The protocols for determining which patients will qualify for the program.

Means testing includes proof of household income. Patients applying for assistance must provide two of the following documents:

- Current year-to-date pay stubs from all employers
- Recent W-2 withholding statement
- Previous years' income tax return
- Letters approving or denying unemployment compensation
- Retirement income statements
- Written statements from employers or welfare agents.

This documentation must be provided to CTWC by the patient on a yearly basis.

The Income Qualification Levels by Members of Household at 150% of Federal Poverty Level as determined by the Department of Health and Human Services' Office of the Assistant Secretary for Planning and Services for year 2013

<u>Family size:</u>	<u>Total Household income Allowed</u>
1	\$17,235
2	\$23,265
3	\$29,295
4	\$35,325
5	\$41,355
6	\$47,385
7	\$53,415
8	\$59,445

F-2-b. The discounts available to patients eligible for the compassionate need program.

The CTWC model will be based on 150% of the Federal Poverty level as determined by the Department of Health and Human Services' Office of the Assistant Secretary for Planning and Services. CTWC will discount products to qualifying patients in conjunction with Connecticut producers

F-2-c. The names of any other organizations, if any, with which you intend to partner or coordinate in connection with the compassionate need program, including any Dispensary Facility applicant.

CTWC will coordinate with any organization engaged in assisting those in need. Significant outreach to veteran organizations and income-assistance organizations will be performed to identify ways that CTWC can provide medicine and services to those in need.

In particular, should Advanced Grow Labs, L.L.C., be awarded a license, CTWC will partner with them to provide medical marijuana products at a discount to those in need.

F-2-d. Any other information you think may be helpful to the Department in evaluating your compassionate need program.

- All veterans qualify for the discounts offered by this Compassionate Care Plan, regardless of income bracket.
- Terminal patients receive the highest level of assistance regardless of income bracket.
- CTWC qualifying criteria exceeds Federal Poverty Guidelines by 50%.
- CTWC's Compassionate Care Program, as outlined here, is just a starting point. The plan will be reviewed over the course of its first year and adjustments and improvements will be made according to demand.

3. Research Plan

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

F-3-a. The methodology of the study.

- Production Research (Dr. Kiyomoto, Ph.D) Designed to Improve the Efficiency of Cannabinoids and Terpenoid Production.
 - a. Breeding efforts aimed at cultivar development will follow classical breeding approaches involving (a) identification of parents with the desired traits, (b) making crosses between parents that have the traits of interest to create F1 hybrids; (c) self-fertilizing and growing the hybrid in order to produce F2 seed; (d) growing out the F2 progeny and selecting the F2 plants with the desired combination of traits.
 - b. Thin Layer Chromatographic (TLC) procedures have been used to identify the relative quantities of cannabinoids and terpenoids from cannabis samples. These procedures will be tested and modifications will be made in extraction systems and solvents if necessary. Paper chromatography will also be tested as a potential alternative method to TLC. The point of the methodology development is to find a reliable,

rapid, inexpensive test as hundreds to thousands of F2 progeny will be tested from a single cross.

- c. A small number of peer-reviewed scientific studies have been published in which *Cannabis* was placed in tissue culture. The limited number of papers requires testing if the media reporter were optimal for rapid multiplication of *Cannabis*. I will examine the combination of macronutrients, micronutrients, solidifying agents, phyto-hormones, and growth room conditions that are optimal for plant growth. Both solid and liquid culture will be tested and both axillary shoot culture and cell suspension culture will be investigated.

- **Clinical Studies** (Joseph Cohen, DO)

1. **Research Proposal** (Joseph Cohen, DO)

- a. Background. Since MS is an autoimmune (AI) disease and as cannabidiol (CBD) is immunosuppressive, cannabis can help to bring the immune system to homeostasis by acting as an adaptigen. Strains with high levels of CBD can assist patients with any and all autoimmune disorders. In addition to being immunosuppressive CBD is neuroprotective and, along with THC, anti-spasmodic and analgesic. This makes cannabis ideal for the treatment of MS patients. Many of the pharmaceuticals offered patients to treat MS and other AI disorders are immunosuppressive, but not adaptigenic. Cannabis, therefore, may have a significant advantage over these traditional pharmaceuticals by not compromising the immune system's ability to fight infections.
- b. Proposal. It is Dr. Cohen's recommendation to treat MS by vaporization when immediate relief is desired. This should be done with a strain that is well balanced between CBD and THC. A similar strain can be used in the form of edibles for long-term relief, especially at night. Dosing of cannabis is based upon many factors including patient tolerance, amount needed to give the desired relief of symptoms, and route of administration. When starting cannabis a low dosage is recommended and increasing as tolerated to achieve the relief of symptoms.
 - i. Medical Symptom Questionnaire (MSQ) will be developed to subjectively monitor symptoms related to MS. Relapse will be monitored (the number of relapses), the ability to reduce the

need for other medications, immune compromise, and cognitive effects related to cannabis and how altering strains may affect the patient's ability to function. MRI's and other appropriate radiological tests (and labs) will be performed as recommended by consultation by a neurologist or immunologist (when appropriate) in order to obtain objective information regarding disease improvement or progression.

(a) Cannabinoid content of Advanced Grow Lab (CTWC) products will be tested by a testing lab approved by the State of Connecticut for potency (%CBD:THC, etc.), contaminants, and pesticide residues.

(b) Advanced Grow Lab will also grow a number of strains differing in putative active components – Tetrahydrocannabinolic Acid (THCA), Cannabidiolic Acid (CBDA), Cannabinol (CBN), Cannabidiol(CBD), Tetrahydrocannabinol (THC) – for noncommercial, clinical research testing purposes only. Entering different strains that differ in relative abundance of putative active components into a study will test which component or combination of components have activity in treating specific diseases.

F-3-b. The issue(s) you intend to study.

F. Production Research

1. Develop cultivars of *Cannabis* with (a) any desired ratio of Cannabidiol (CBD) to Tetrahydrocannabinol (THC) and (b) presence or absence of cannabinoids—THC, CBD, Cannabinol (CBN), Cannabigerol, and β -caryophyllene--designated as being of putative medical importance.
2. Improve the horticultural attributes of *Cannabis* including yield of cannabinoids, reduced production inputs (including fertilization, pest resistance, and plant habit).
3. Develop inexpensive, rapid screening methods (i.e., qualitative methods for identifying cannabinoids and terpenoids, evaluation of breeding lines for pest resistance, and horticultural attributes) that will enable the development breeding lines with desired attributes for cannabinoid or terpenoid production (high or low).

4. Develop axenic (tissue culture) methods for (a) clonal multiplication of desired genotypes and (b) testing micropropagation as an alternative end product production technique (i.e., tissues enriched in cannabinoids and terpenoids or cannabinoids and terpenoids released into the culture medium) in contrast to whole plant greenhouse production.

I. Clinical Studies (Efficacy) – repeat section under methodology

- **Research Proposal** (Joseph Cohen, DO).

(a) Background. Since MS is an autoimmune (AI) disease and as cannabidiol (CBD) is immunosuppressive, cannabis can help to bring the immune system to a normal level by acting as an adaptigen. Therefore, strains high in CBD can assist patients with any and all autoimmune disorders. In addition to being immunosuppressive CBD is neuroprotective and, along with THC, anti-spasmodic and analgesic. This makes cannabis ideal for the treatment of MS patients. Many of the pharmaceuticals offered patients to treat MS and other AI disorders are immunosuppressive, but not adaptigenic. Cannabis, therefore, may have a significant advantage over these traditional pharmaceuticals by not compromising the immune system's ability to fight infections.

(b) Proposal. As the Medical Advisor to Connecticut Wellness Centers (CTWC), my recommendation for the treatment of MS is to inhale via vaporization when immediate relief is desired. This should be done with a strain that is well balanced between CBD and THC. A similar strain can be used in the form of edibles for long-term relief, especially at night. Dosing of cannabis is based upon many factors including patient tolerance, amount needed to give the desired relief of symptoms, and route of administration. When starting cannabis I recommend using a low dose and increasing as tolerated.

(i) Cannabinoid content of Advanced Grow Lab (CTWC) products will be tested by a testing lab approved by the State of Connecticut for potency (%CBD:THC, etc.), contaminants, and pesticide residues.

(ii) Advanced Grow Lab will also grow a number of strains differing in putative active components – Tetrahydrocannabinolic Acid (THCA), Cannabidiolic Acid

(CBDA), Cannabinol (CBN), Cannabidiol(CBD), Tetrahydrocannabinol (THC) – for noncommercial, clinical research testing purposes only. Entering different strains that differ in relative abundance of putative active components into a study will test which component or combination of components have activity in treating specific diseases.

- **Clinical Studies Using Products Produced by Advanced Grow Labs (AGL) & Collaboration with University and Government Researchers.**
 - a. Dr. Kiyomoto has the training and experience to conduct the items as outlined in the Production sections of this application.
 - b. Efficacy trials of material produced by Advanced Grow Labs must be performed by researchers with medical (MD or DO) and research (PhD) qualifications and appropriate clearance to conduct studies with these products.
 - i. Solicit research partners by offering research grants with publication rights granted to the Principal Investigator.
 - ii. Offer medical marijuana produced by CTWC gratis in quantities specified in funded research grants with rights to publication granted to the Principal Investigator.

F-3-d. The identify of all persons or organizations you intend to work with in connection with the study, including the role of each;

- a. Dr. Dr. Kiyomoto (PhD) – Production, Horticultural, Breeding, Biochemical Research
- b. Dr. Joseph Cohen (DO) – Clinical Efficacy

F-3-e. The duration of the study.

- a. Clinical trials should be undertaken for an initial period of 2 years with a review of the long-term effects for a minimum of 5 years.
- b. MSQ should be performed at 6-month intervals during the first 2 years, then annually thereafter. Patient dosage and strains will be adjusted as needed. Appropriate labs and radiological evaluations should be performed at yearly intervals or as needed.

F-3-f. The intended use of the study results.

- a. The results can be used to better treat CT patients suffering from MS. Colorado has had years of experience with the use of cannabis and has a large number of patients utilizing this medication for the treatment of MS. Collaborating with other physicians treating patients in Colorado and other states that allow the use of medical cannabis is an additional objective.
- b. If cannabis proves to be a useful and effective treatment for patients suffering from MS, there may be a possibility of eliminating the need for harmful (immunosuppressive therapy) or addicting medications (benzodiazepines and narcotics). Maximizing the therapeutic effect of cannabinoids while minimizing the psycho-activity, providing a non-toxic alternative for patients, is the intended goal.
- c. Once we have studies that can show the beneficial effects of cannabinoids, it will be more likely that the federal government will reevaluate whether this medicine should still be considered a schedule 1 drug. This will make a potentially beneficial medicine to all throughout the country.
- d. Results of this study may help us understand the effects of cannabis on other autoimmune diseases such as Crohn's Disease, Rheumatoid Arthritis, Lupus and Fibromyalgia. When combined with a nutritional approach (such as gluten free diet) other lifestyle changes, we may see significant improvement that may decrease the need for harmful or addicting medications. We are seeing these results anecdotally with patient at Holos Health in Boulder, CO. With this study we can actually document these findings with a combined population.
- e. This study will form as a template for other clinical studies within the framework of indications accepted by the State of Connecticut. An interesting study that CTWC should ultimately pursue in collaboration with the international community is the use and application(s) of cannabinoids as chemotherapy agents. There is a significant volume of anecdotal information which is being watched closely by the pharmaceutical industry (GW Pharmaceuticals).

The intended use of the study results:

The results of our study can be used to better treat CT patients suffering from MS by collaborating with other states, such as physicians in Colorado,

that already have a number of patients who have used cannabis as their primary treatment. Neurologic studies along with radiologic evaluation can give objective results. The results of the MSQ can provide subjective data. This study will potentially provide valuable information as to data/strain consistency of beneficial results so that strains and dosing parameters can be more aptly prescribed to reduce the severity of symptoms and potentially slowing the progression of disease. In addition to providing CTWC patients with the most effective strains and dosages, the cannabinoids, used in conjunction with specific nutritional and lifestyle adjustments (potentially address food allergens which can exacerbate symptoms in autoimmune disease patients), can be prove beneficial to MS patients. This information can then provide us with refined treatment protocols.

4. Community Benefits Plan

F-4. Provide the Department with a detailed description of any plans you have to give back to the community either at a state or local level if awarded a Dispensary license.

In support of one of the CTWC missions to integrate industrial space into green usage and preserving more unadulterated land, CTWC will actively be supporting The Knox Parks Community Gardens who use "horticulture as a catalyst for community engagement, Knox forges partnerships between residents, businesses, and government, providing leadership to build stronger, greener, healthier and more beautiful neighborhoods in Hartford".

Further, CTWC intends to support:

- Hands on Hartford, 330 Main Street #3, Hartford, CT 06106
(860) 728-3201
- The Jennifer Jaff Center - <http://www.thejenniferjaffcenter.org/about-us/>

5. Substance Abuse Prevention Plan

F-5. Provide a detailed description of any plans you will undertake, if awarded a Dispensary Facility license, to combat substance abuse in Connecticut, including the extent to which you will partner, or otherwise work, with existing substance abuse programs.

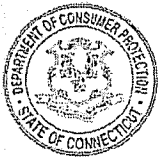
As explained within the CTWC Marketing Plan (Section D), CTWC will promote substance abuse prevention programs through information provided on the company website www.ctwellnesscenters.com

Further, the company website will provide a list of reference materials/sites to which patients can refer:

- Connecticut Prevention Program – www.ctprevention.org
- Substance Abuse Resource & Information – www.infoline.org
Also known as United Way of Connecticut – www.211unitedway.org
- Connecticut's Network of Care for Behavioral Health – www.conneticut.networkofcare.org

EXHIBIT A-1

DISPENSARY LICENSE INFORMATION



Medical Marijuana Program

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

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



Appendix A 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: CT Wellness Centers, L.L.C.						
3. Trade Name of Applicant:						
4. Applicant's Business Address: 61 Unquowa Road						
5. City: Fairfield				6. State: CT	7. Zip Code: 06824-5096	
8. Daytime Telephone Number: (203) 259-0811			9. E-mail Address: dlipton@ctwellnesscenters.com			
10. Applicant's Mailing Address (if different than business address):					11. City:	
12. State:	13. Zip Code:	14. Daytime Telephone Number:			15. Fax Number:	

Section B: Contact Information

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

16. Name of Primary Contact: David Lipton	17. Primary Contact Title: Managing Partner
18. Primary Contact E-mail Address: dlipton@summitcenters.com	19. Primary Contact Telephone Number: (203) 259-0811
20. OPTIONAL - Name of Alternate Contact:	21. Alternate Contact Title:
22. Alternate Contact E-mail Address:	23. Alternate Contact Telephone Number:

Section C: Formation/Incorporation Information

24. Date of Formation/Incorporation: July 31, 2012	25. Place of Formation/Incorporation: 61 Unquowa Road, Fairfield, CT 06824
26. Registered with the Connecticut Secretary of State: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	27. Sale and Use Tax Permit Number: Provide a copy of your Sale and Use Tax permit with your application. SEE ATTACHED



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES



Twenty-Five Sigourney Street Hartford, Connecticut 06106

Taxpayer Service Center PIN Notification



CT WELLNESS CENTERS LLC
CT WELLNESS CENTERS LLC
62 UNQUOWA RD
FAIRFIELD, CT 06824

CT TAX REGISTRATION No.: XXXXX739-000
CORR. ID: 1200015957515
DATE: 11/28/2012

57477739000

Dear Taxpayer(s):

The Department of Revenue Services (DRS) has assigned you a Personal Identification Number (PIN). Your [redacted] may be used **only** in conjunction with CT Tax Registration Number ending XXXXX739-000 to give you access to the state's interactive electronic **Taxpayer Service Center (TSC)** located at www.ct.gov/DRS. You will find your full CT Tax Registration Number on most correspondence or tax forms sent to you by DRS.

The **TSC** is a dynamic self-service vehicle that allows taxpayers to manage their tax accounts and interact directly with DRS over the Internet.

When you use your [redacted] and your CT Tax Registration Number to access the **TSC**, you will set up your user profile and select a password to be used for all future visits. For security reasons, the PIN provided above will no longer be valid after you have used it to access the **TSC** for the first time and set up your own profile.

Important: The first time someone uses the account ending XXXXX739-000 to access the **TSC**, that person will be known as the "TSC Administrator." **Only** the TSC Administrator has the ability to create other users to access the account. This is important if your business would like more than one person to access the **TSC**. More information on establishing an Administrator and multi-users is available at the website.

One of the many great features of the **TSC** is the secure mailbox. On the main menu page in the **TSC** you will see "My Secure Mailbox" on the left toolbar. Using this feature, you can submit account related questions. Your message and the answer from DRS will not be sent by regular email. It remains behind the DRS secure firewall where your information is protected. You will receive an Internet email telling you to log onto your **TSC** account to read the answer.

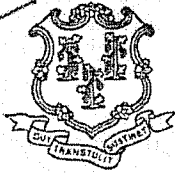
To log in to the **TSC**, go to the DRS Web site at www.ct.gov/TSC. If you have any questions, please call DRS at 860-297-4874.

Tax types included under CT Tax Registration Number ending XXXXX739-000 include:

Business Entity

user id liptoncl2
pw harrisc12#

Question #1 Westport
Question #2 Summit



STATE OF CONNECTICUT

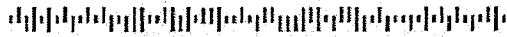
DEPARTMENT OF REVENUE SERVICES



CT Tax Registration No.: 57477739-000

Case ID: 000768271

Date: 11/28/2012



****1112***701***3366***OPREGM****

CT WELLNESS CENTERS LLC
62 UNQUOWA RD
FAIRFIELD CT 06824

Dear Taxpayer:

Based upon information the Department of Revenue Services (DRS) received from the Connecticut Office of the Secretary of the State, your business entity should be registered for the business entity tax (BET). Enclosed you will find answers to common questions taxpayers have about the BET. Additional information regarding the BET is available at www.ct.gov/BET, including a link to **Informational Publication 2008(26), Q & A on the Business Entity Tax**.

DRS has assigned the Connecticut Tax Registration Number (CT Tax Registration No.) listed above to your business. Use this CT Tax Registration No. when registering with DRS. You **must** register your business with DRS **within 30 days** of the date of this notice.

How to Register

Visit the DRS registration page at www.ct.gov/register to electronically register your business entity:

- Read the *Registration Application Information* page;
- Scroll to the bottom of the page and select *next*;
- Select *Other* as your reason for registering;
- Enter the assigned CT Tax Registration No. in the *explanation box*; and
- Select *next* to continue the registration process.

If you are unable to register electronically, you may download and print **Form REG-1, Business Taxes Registration Application**, from the DRS website at www.ct.gov/DRS or call the DRS Forms Unit at **860-297-4753** or **1-800-382-9463** and choose **Option 2** (use for Connecticut calls outside the Greater Hartford calling area only). Complete Form REG-1 as instructed, check *Other* as your reason for filing, and enter the assigned CT Tax Registration No. on the *Other* explanation line.

Filing Requirements

Each business entity subjected to the BET **must** file **Form OP-424, Business Entity Tax Return**, annually. This return can be filed electronically through the **Taxpayer Service Center (TSC)** using the assigned PIN that will be sent to you in a separate mailing. The **TSC** allows taxpayers to electronically file, pay, and manage state tax responsibilities. Visit www.ct.gov/TSC to make electronic transactions or administer your tax account online.

If you believe you should not have received this notice or have questions about the registration process, contact DRS at **860-541-7688**, Monday through Friday, 8:30 a.m. to 4:30 p.m.

Thank you for your cooperation.

Enclosure

TPG-701 (Rev. 05/10)



Medical Marijuana Program

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

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



Section D: Proposed Dispensary Facility Information

28. Proposed Dispensary Facility Address: 310 Murphy Road			29. City: Hartford
30. State: CT	31. Zip Code: 06114	32. Telephone Number:	33. Fax Number:
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease See Attached 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: 280-320 Murphy Road, LLC	

Section E: Business Association Information

36. Are you associated with any other dispensary facility license applicant or producer license applicant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the name of all applicants with whom you are associated. Attach additional pages if necessary.	
37. Applicant Name: Advanced Grow Labs L.L.C.	38. Applicant Type: <input type="checkbox"/> Dispensary Facility <input checked="" type="checkbox"/> Producer
39. Applicant Name: CT Wellness Centers, L.L.C.	40. Applicant Type: <input checked="" 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	10:00 a.m.	to	5:00 p.m.	Friday	10:00 a.m.	to	5:00 p.m.
Tuesday	10:00 a.m.	to	5:00 p.m.	Saturday	10:00 a.m.	to	4:00 p.m.
Wednesday	10:00 a.m.	to	5:00 p.m.	Sunday	Closed	to	
Thursday	10:00 a.m.	to	5:00 p.m.				

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	10:00 a.m.	to	5:00 p.m.	Friday	10:00 a.m.	to	5:00 p.m.
Tuesday	10:00 a.m.	to	5:00 p.m.	Saturday	10:00 a.m.	to	4:00 p.m.
Wednesday	10:00 a.m.	to	5:00 p.m.	Sunday	Closed	to	
Thursday	10:00 a.m.	to	5:00 p.m.				

RESPONSE TO APPENDIX A
Section D, Items 28-35

LEASE AGREEMENT

THIS AGREEMENT is between 280-320 MURPHY ROAD, LLC, a Connecticut limited liability company having an office in the City of and County of Hartford and State of Connecticut ("Landlord") and CONNECTICUT WELLNESS CENTERS, L.L.C., a Connecticut limited liability company having an office in the Town and County of Fairfield and State of Connecticut ("Tenant").

IT IS AGREED

ARTICLE I

Premises and Term

Section 1.1 - Description of Leased Premises. The premises leased by the Landlord to the Tenant ("Leased Premises") are described as follows:

Square Footage: Approximately four thousand six hundred fifty (4,650) square feet (hereinafter "Leased Premises"), being a part of a larger building containing approximately 91,458 square feet (hereinafter "Building") situated on a parcel of land located at 280-320 Murphy Road, Hartford, Connecticut ("Building") and being known as 310 Murphy Road, Hartford, Connecticut.

Diagram of Leased Premises: The Leased Premises are outlined in red on Exhibit A to this Lease. The dimensions shown on this Exhibit are believed to be correct by the Landlord, but may be approximate.

Section 1.2 - Rights Granted Together with the Leased Premises. Together with the Leased Premises, the Tenant shall have a license, during the term of this Lease, for the Tenant, its employees, and invitees to park in common with others in the parking area adjoining the Leased Premises. The Landlord does not warrant the availability to the Tenant, its employees and invitees, of any specific number of parking spaces in the parking area at any given time. Furthermore, Tenant, its agents, servants and employees, shall not use more than fifteen (15) spaces at any given time between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

Section 1.3 - Term. The term of this Lease shall be for a period of five (5) years. It shall commence at 12:01 a.m. on January 15, 2014 (the "Commencement Date"). It shall terminate at 11:59 p.m. on January 14, 2019, (the "Termination Date") unless sooner terminated or extended under the terms of this Lease.

Section 1.4 - Lease Option Period. Effective October 1, 2013 and continuing through January 14, 2014, the Tenant shall have the exclusive right to use the Leased Premises ("as-of-right use").

ARTICLE II

Rent

Section 2.1 - Base Rent. The Tenant shall pay to the Landlord an annual Base Rent payable in equal monthly installments beginning April 15, 2014 and continuing on the 15th day of each month thereafter as follows:

<u>Lease Year</u>	<u>Annualized Base Rent</u>	<u>Monthly Base Rent</u>
01/15/14 - 04/14/14		\$ 5,000.00*
04/15/14 - 1/14/15	\$45,337.50	\$ 5,037.50*
01/15/15 - 1/14/16	\$61,659.00	\$ 5,138.25
01/15/16 - 1/14/17	\$62,892.18	\$ 5,241.02
01/15/17 - 1/14/18	\$64,150.02	\$ 5,345.84
01/15/18 - 1/14/19	\$65,433.02	\$ 5,452.75

*As set forth above, for the period from January 15, 2014 through April 14, 2014, Tenant shall pay to the Landlord the sum of \$5,000.00 as Rent not later than January 15, 2014 which shall include Base Rent and Additional Rent for said three-month period. Commencing April 15, 2014, as set forth above, Tenant shall pay Base Rent on a monthly basis together with Additional Rent as set forth in this Lease, provided that Landlord has completed the Landlord's Improvements as set forth in Section 6.8 and further provided that the existing tenant has been removed and relocated, as required by Section 18.19 hereof.

Section 2.2- Real Property Taxes. In addition to the Base Rent payable under Section 2.1, the Tenant shall pay 5.08% percent of all real property taxes assessed and levied against the Building and Land, including any special assessments levied against the Building and Land during the term of this Lease. Real estate taxes for the tax years during which the term of this Lease commences and terminates shall be prorated where applicable. The Tenant's pro rata share of taxes as aforesaid shall be paid in full, as additional rent, within ten (10) days after demand therefor by the Landlord. The tax bill submitted by the Landlord to the Tenant shall be sufficient evidence of the amount of the taxes assessed or levied against the parcel of real property to which such bill relates. Should any governmental taxing authority, acting under the present or future law, ordinance or regulations, levy, assess or impose a tax, excise or assessment (other than an income or franchise tax) upon or against or in any way relates to the Land of Buildings referred to in this Section, either by way of substitution for or in addition to any existing tax on land and buildings or otherwise, the Tenant shall be responsible for and shall pay to the Landlord, as additional rent, its proportional share as set forth, of such tax, excise or assessment.

Section 2.3 - Payment in Installments. Landlord may, at Landlord's option, require Tenant to pay, together with each monthly payment of Base Rent, the real estate taxes calculated pursuant to Section 2.2 in advance in equal monthly installments equal to one-twelfth (1/12th) of the Tenant's real estate tax obligation.

Section 2.4 - Personal Property Taxes. In addition to the Base Rent payable under Section 2.1, the Tenant shall pay all personal property taxes assessed and levied against its personal property, including trade fixtures and inventory, located on the Leased Premises. In the event that the taxes provided for under this Section are billed to the Landlord, these taxes shall be paid, in full, as additional rent within ten (10) days after demand therefor by the Landlord. The tax bill submitted by the Landlord to the Tenant shall be sufficient evidence of the amount of the

taxes assessed or levied against the personal property to which such bill relates.

Section 2.5 - Snow Removal. Landlord shall be responsible for the removal of snow from the parking areas adjoining the Leased Premises, the cost of which shall be borne by Tenant in common with the other tenants in the Building, as a Common Area Maintenance expense. Tenant shall be responsible for the removal of snow from the walkways immediately adjacent to the Leased Premises and shall also be responsible for the application of sand, salt, ice-melt or similar substance to said walkways to keep them free of ice.

Section 2.6 - Common Area Maintenance. Tenant agrees to pay the Landlord, as Additional Rent, 5.08% of all reasonable and customary costs and expenses incurred or borne by the Landlord in connection with the operation, repair and maintenance of the common area (Common Area Maintenance Expense). Common Areas shall mean all areas and improvements on the Land, as are provided from time to time by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers, including but not limited to, parking areas, ways, malls, concourses, approaches, exits, entrances, roadways, sidewalks, walkways, vestibules, overhangs, garden, grassways, open areas and the like. Common Area Maintenance Expense means landscaping, snow removal, utilities, water, sewer, heat, repairs, cleaning, trash removal and commercially reasonable administrative and management fees and costs including reasonable attorneys' fees and accountants' fees, provided that such fees are incurred in regard to the Common Areas. The Common Area Maintenance Expense shall only be for those costs which are actually incurred and paid by the Landlord.

Section 2.7 - No Notice and No Set-Off. The Tenant shall make all payments of Rent, Additional Rent, and any other payments provided for in this Lease without notice, demand, set off or counterclaim of any kind whatsoever, except that if this Lease requires the Tenant to make a particular payment only after notice from the Landlord, the Tenant shall be entitled to such notice.

Section 2.8 - Place of Payment. Payment of Base Rent and Additional Rent shall be made to the Landlord or to such other person or legal entity at the address appearing in the Concluding Provisions of this Lease, or at such other address as the Landlord shall designate by written notice to the Tenant.

Section 2.9 - Rent to be Net. Subject to any other provisions of this Lease Agreement, it is the purpose and intent of the Landlord and the Tenant that the Base Rent shall be net to the Landlord so that this Lease shall yield net to the Landlord, the Base Rent specified in Section 2.1 hereof in each year during the term of this Lease.

Section 2.10 - Late Charges. If the rent for any month is not paid by the tenth (10th) day of said month, the Tenant agrees to pay a late charge of five (5%) percent of the overdue installment to the Landlord. This late charge shall be paid on the first day of the next calendar month.

Section 2.11 - Additional Rent. Any and all payments payable by the Tenant under this Lease shall be deemed rent and the Landlord reserves the same rights and remedies against the Tenant for default in making any such payments as the Landlord shall have for default in the payment of Base Rent; including, but not limited to, the right to seek and recover such payments as rent under any applicable provisions of the United States Bankruptcy Code.

Section 2.12 - Tenant's Right to Audit. The Tenant may audit Common Area Maintenance Expenses in order to verify the accuracy of the charges, provided that: (i) the Tenant specifically designates the year(s) that the Tenant intends to audit, which shall be a year within three (3) years of the date of the audit but must be within the Term of this Lease; and (ii) such audit will be conducted only during regular business hours at the office where Landlord maintains such records and only after the Tenant gives the Landlord at least fourteen (14) days prior notice. No audit shall be conducted at any time that the Tenant is in default of any of the terms of this Lease. The Tenant shall pay the costs of such audit unless the amount charged by the Landlord is determined to be in error by more than five percent (5%), in which case the Landlord shall pay the reasonable audit costs of the Tenant within thirty (30) days of invoice. In no event may the Tenant use an auditor which is paid on a commission basis.

ARTICLE III

Use of Premises

Section 3.1 - Use of Premises. The Tenant covenants and agrees that during the term of this Lease, the Leased Premises shall only be used and occupied to sell and dispense medical marijuana and associated products in accordance with applicable State laws and regulations and applicable zoning laws and regulations. Tenant shall not engage in other uses without the prior written consent of Landlord which consent shall not be unreasonably withheld.

Section 3.2 - Unlawful Purpose. The Tenant will not use or allow the Leased Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any Certificate of Occupancy or certificate of zoning compliance covering the use of the Leased Premises or any part thereof, or in violation of any permit or license connected with the use of the Leased Premises or any part thereof, and will not suffer any act to be done or any condition to exist on the Leased Premises or any part thereof or any article to be brought thereon which may be dangerous (unless safeguarded as required by law) or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

Section 3.3 - Continued Occupancy. Tenant acknowledges that the continued occupancy of the Leased Premises by Tenant and the regular conduct of business therein by Tenant are of the utmost importance to the Landlord's renewal of other leases or portions of the Building, in the renting of vacant space in the Building, in the providing of electricity, air-

conditioning, and other services to the tenants in the Building, and in the maintenance of the character and quality of the tenants in the Building. Tenant therefore covenants and agrees that it will occupy the entire Leased Premises, and will conduct its business therein in the regular and usual manner throughout the term of this Lease.

Notwithstanding the fact that the Tenant may continue to pay rent to the Landlord, Tenant shall be deemed to have abandoned the Leased Premises if the Tenant shall substantially vacate, relocate or otherwise cease its ordinary business operations at the Leased Premises for a period in excess of ten (10) business days, with the exception of any circumstances beyond the control of the Tenant.

ARTICLE IV

Compliance with Laws

Section 4.1 - Laws. Throughout the term of this Lease, but subject to Section 6.3 of this Lease Agreement, the Tenant, at its sole cost and expense, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and offices, and all orders, rules and regulations of the National Board of Fire Underwriters, the local Board of Fire Underwriters or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Tenant's use of the Leased Premises and the Building, including, but not limited to, the sidewalks, alleyways, passageways, vacant land, parking spaces, curb cuts, curbs and vaults adjoining the Leased Premises and the Building, whether or not such law, ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Leased Premises or the Building.

Section 4.2 - Waste. The Tenant will not do or suffer any waste or damage, disfigurement or injury to any portion of the Leased Premises or the Building.

Section 4.3 - Rubbish and Vermin. The Tenant agrees to keep all rubbish in closed containers and to keep the areas to the rear, front, and side of the Leased Premises free from boxes, cartons, and rubbish. The Tenant further agrees to keep the Leased Premises free and clear of all vermin.

Section 4.4 - Signs. The Tenant may install and erect, at the Tenant's expense, indoor or outdoor signs at the Leased Premises, subject to approval of municipal authorities and the Landlord, it being understood that the Tenant shall be responsible for the maintenance of any such signs and any damages resulting from the installation or maintenance of such signs.

ARTICLE V

Quiet Enjoyment

The Tenant shall, upon paying the rent reserved hereunder and observing and performing all of the material terms, covenants and conditions of the Tenant's part to be observed and performed, peaceably and quietly, have and hold the Leased Premises, without hindrance or molestation by any person or persons lawfully claiming by, through or under the Landlord; subject; however, to the terms of this Lease and to any fee mortgage (provided that the Landlord is in compliance with Section 18.16 of this Lease), but it is understood and agreed that this covenant and any and all other covenants of the landlord contained in the Lease shall be binding upon the Landlord and the Landlord's successors only with respect to breaches occurring during the Landlord's and the Landlord's successors' respective ownership of the Landlord's interest hereunder.

ARTICLE VI

Condition, Alterations and Repairs

Section 6.1 - Representations. Tenant has inspected the Leased Premises and is thoroughly acquainted with its condition. Except as otherwise set forth in this Lease, Tenant agrees to take the same "as is" and acknowledges that the taking of possession of the Leased Premises by Tenant shall be conclusive evidence that the Leased Premises were in satisfactory condition at the time such possession was taken. The parties hereby agree that the Landlord or Landlord's agents have neither made nor has Tenant relied upon any representations, warranties, either express or implied, or promises with respect to the physical condition of the Leased Premises, the Building, the Land, the rents, leases, expense or operation or any other matter or thing affecting or related to the Leased Premises except as herein expressly set forth in the provisions of this Lease, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

Section 6.2 - Repairs. The Tenant shall, throughout the term of this Lease, take good care of the Leased Premises and the fixtures and appurtenances therein, and at its sole cost and expense, make all non-structural repairs thereto, including repairs to the HVAC, plumbing and electrical systems servicing the Leased Premises, as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty excepted. Tenant shall not be required to replace such components as are obsolete and beyond commercially reasonable repair. Notwithstanding the foregoing, all damage or injury to the Leased Premises or to any other part of the Building or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from the negligence or willful misconduct of the Tenant; its servants, employees, invitees, licensees, agents or contractors shall be repaired promptly by the Tenant at its sole cost and expense, to the reasonable satisfaction of the Landlord. The Tenant shall also repair all damage to the Building and the Leased Premises caused by the moving of the Tenant's fixtures, furniture or equipment. All these repairs shall be done in a good and workmanlike manner in compliance with all applicable governmental rules and regulations. If the Tenant fails, after ten (10)

days written notice, to proceed with due diligence to make repairs required to be made by the Tenant, the Landlord may make such repairs, and the expenses thereof incurred by the Landlord shall be collectible as additional rent, after the completion of such repairs, within ten (10) days of rendition of a bill or statement therefor to Tenant. There shall be no allowance to the Tenant for a diminution of rental value and no liability on the part of the Landlord by reason of inconvenience, annoyance or injury to business arising from the Tenant or others, excluding the Landlord, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the Building or in and to the fixtures, appurtenances or equipment thereof, provided, however, that best efforts shall be used, in connection with the making of any such repairs, alterations, additions or improvements, not to unreasonably interfere with the operation of the Tenant's business. The Tenant shall also, at the Tenant's expense, repair and refurbish the Leased Premises and any part and portion thereof from time to time to assure that the same are kept in a tenantable and attractive condition throughout the term of this Lease, reasonable wear and tear excepted.

Section 6.3 - Maintenance by Landlord. The Landlord shall make all necessary and/or appropriate repairs to the roof, foundation, structural columns and exterior walls of the Leased Premises. The Landlord reserves the right to stop services of heating, air conditioning, plumbing and electrical systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements or if, in the judgment of the Landlord, such repairs are necessary or desirable until said repairs, alterations, replacements or improvements shall have been completed. The Landlord shall have no responsibility or liability for interruptions in heat, air conditioning, plumbing and electrical service to the Leased Premises during said period or when prevented from doing so by strikes, accidents, or by any cause beyond the Landlord's control, or by laws or regulations of any federal, state or municipal authority or failure of coal, oil or other suitable fuel supplies. Nothing herein shall be construed to require Landlord to make any repairs, alterations, replacements or improvements unless specifically required.

Section 6.4 - Improvements by Tenant. The Tenant shall make all improvements to the Leased Premises required to operate its business, provided that it obtains Landlord's written consent which shall not be unreasonably withheld.

Section 6.5 - Liens. The Tenant shall indemnify and save the Landlord harmless from any claims for material or labor, or workmen's compensation claims in connection with any repairs or improvements made by the Tenant, and the Tenant shall have no authority on behalf of the Landlord to give anyone the right to place a lien on the Leased Premises or any part thereof, and should any such lien be placed, with respect to any repairs or improvements made by the Tenant, the Tenant shall have the same removed within thirty (30) days of receiving notice thereof; upon failure to do so, the Landlord may take whatever steps are necessary to have the same removed and the cost thereof shall be paid by the Tenant to the Landlord within ten (10) days of Landlord's written demand for same.

Section 6.6 - Landlord's Liability. Except for its negligence or willful

misconduct, the Landlord shall not be liable for any damage or injury to the Leased Premises, or to any property of the Tenant or of any other person thereof or their property, from water, rain, snow, ice, sewage, steam, gas or electricity which may leak into or issue or flow from any part of the Leased Premises, or from the bursting, breaking, obstruction, leaking or any defect of any of the pipes or plumbing appliances or from electric wiring or other fixtures on the Leased Premises, or from the condition of the Leased Premises or from the street or subsurface.

Section 6.7 - Glass. The Tenant agrees to maintain and replace at its own expense, plate, door, window and other glass, whether interior or exterior, which shall become broken at or within the Leased Premises.

Section 6.8 - Landlord Improvements. The Landlord, at the Landlord's expense, shall deliver the Leased Premises in "Vanilla Box" condition with two (2) bathrooms, one of which shall be ADA compliant. The Leased Premises, as provided by the Landlord, at the Landlord's expense, shall include a new storefront with its own exterior entrance. Such Landlord Improvements shall be configured as reasonably agreed to by the Landlord and the Tenant, but, to the extent shown, shall be in the general configuration and location as shown on the Proposed Floor Plan attached hereto as Exhibit B. The Landlord shall fully complete the Landlord Improvements by not later than April 14, 2014, time being of the essence. The Tenant's own fit-up work may be conducted simultaneously with the Landlord's Improvements, and the parties shall reasonably cooperate with each other with respect thereto.

ARTICLE VII

Utilities

The Tenant shall pay all charges for utilities, including, but not limited to, gas, heat, water, electricity, power and telephone or other communications serviced used, rented or supplied upon or in connection with the Leased Premises and shall indemnify the Landlord against liability or damages on such accounts. If any of said utilities are not separately metered, the Landlord shall make an equitable apportionment to said bill, which, subject to the reasonable review of the Tenant, the Tenant agrees to pay with the following monthly rental payment upon the presentment of a bill from the Landlord.

ARTICLE VIII

Insurance

Section 8.1 - Fire and Extended Coverage. The Tenant understands that the fire and extended coverage insurance maintained by the Landlord on the Leased Premises is not maintained for the benefit of the Tenant. If the Tenant wishes fire and extended coverage insurance on the Tenant's personal property and leasehold improvements situated on the Leased Premises, the Tenant agrees to purchase the same at its own cost and expense.

Section 8.2 - Public Liability Insurance. At all times subsequent to the commencement date of this Lease and during its full term, the Tenant shall keep the Leased Premises insured at its sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance with limits of at least \$1,000,000.00 for injury to any one person or \$1,000,000.00 for any one accident with property damage of at least \$250,000.00. Such policy shall name the Tenant and the Landlord as the insured.

Section 8.3 - Insurance. The Tenant shall also pay to the Landlord as additional rent an amount equal to 5.08% percent of the fire and extended coverage and public liability insurance maintained by the Landlord on the Building and the Land. The Tenant's pro rata share of such insurance shall be paid in full as additional rent within ten (10) days after demand therefor by the Landlord. An insurance bill submitted by the Landlord to the Tenant shall be sufficient evidence of the amount of such insurance premiums.

Section 8.4 - Increase in Insurance Premiums. The Tenant shall pay 100% of any increase in the insurance rates or premiums on policies of insurance carried by the Landlord on the Leased Premises or the Building caused by the character of the occupation of the Leased Premises by the Tenant. The Tenant shall pay these increases as Additional Rent within ten (10) days after presentation of a copy of a bill for the same by the Landlord.

Section 8.5 - Release of Subrogation. The Tenant covenants and agrees that at any time upon request of the Landlord, the Tenant shall obtain from its insurance carrier a release of subrogation rights against the Landlord, if the same is available, with the provision that if there is any extra cost for the same, the Landlord shall pay such cost. The Tenant shall have a similar right to obtain a release of subrogation on the same conditions from the insurance carrier of the Landlord, if the same is available.

Section 8.6 - Certificates of Insurance. At or prior to the commencement date of this Lease, the Tenant shall provide the Landlord with certificates of insurance certifying that all insurance required to be carried by the Tenant under the terms of this Lease is in full force and effect. No less than ten (10) days before the expiration of any such insurance policy, the Tenant shall furnish the Landlord with a new certificate of insurance certifying that such policy has been renewed or replaced.

Section 8.7 - Qualification of Insurers. All insurance provided for in this Lease shall be effected under enforceable policies issued by the insurers of recognized responsibility, licensed to do business in the State of Connecticut.

ARTICLE IX

Destruction and Condemnation

Section 9.1 - Partial Damage. The parties agree that, in case the Building containing the Leased Premises shall be partially damaged by flood, fire, tornado, explosion, windstorm, or by the elements or otherwise at any time during the term of this Lease, and such damage can be repaired within a period of ninety (90) days, proportionate reduction of rent or total reduction of rent, payable by the Tenant hereunder, shall be allowed the Tenant for the time during which such part or parts or whole of the Leased Premises may be rendered untenable or incapable of use or occupancy, and this Lease shall continue in full force and effect, and the Landlord shall, at its expense, as speedily as circumstances permit, repair the Leased Premises, if permitted to do so by law.

Section 9.2 - Destruction. In the event that the Building containing the Leased Premises be damaged or destroyed so that it cannot be repaired within ninety (90) days, this Lease shall, at the option of either party, upon written notice to the other, become null and void and of no further force and effect, in which event, the rent hereafter payable by Tenant hereunder shall abate and Tenant shall be relieved of all other covenants, promises and agreements herein made and to have been thereafter performed.

Section 9.3 - Taking of All. If at any time during the term of this Lease all or materially all of the Building or Common Areas, or so much of the Building or Common Areas that the remaining area can no longer properly be used for the purpose for which the same was being used prior in such condemnation, shall be taken by the exercise of the right of condemnation or eminent domain or for any public or quasi-public use under any statute, this Lease shall terminate and expire on the date that Tenant shall be deprived of possession by the taking authority, and any amount to be paid by Tenant shall be apportioned and paid to the date of such taking. In such event, any award received or sum accepted by a compromise disposition or otherwise, on or as a result of such condemnation or taking, shall be distributed to the Landlord only. The Tenant shall have the right to file and receive compensation for moving expenses and costs or loss to which Tenant might be put in removing Tenant's equipment, but not the Leasehold.

Section 9.4 - Taking of Less than All. If at any time during the term of this Lease any lesser portion of the Building or Common Areas than that described in Section 9.3 shall be taken in any eminent domain or condemnation proceeding, such that the Tenant shall be able to continue its use of the Leased Premises, as the same was being used prior to such condemnation, then this Lease shall continue and the rent shall be proportionately reduced on a reasonable basis for the remainder of the term. If the Landlord and Tenant cannot agree to the rent thus to be paid, the matter shall be submitted to arbitration as provided in the Concluding Provisions of this Lease. Any condemnation award shall be distributed in the same manner as under Section 9.3.

ARTICLE X

Waiver of Priorities

Section 10.1 - Subordination. Subject to Section 18.16 of this Lease, this Lease and all rights of Tenant hereunder, are and shall be subject and subordinate to all ground leases, overriding leases and underlying leases of the Building now or hereafter existing and to any first mortgage (and, at Landlord's option, any junior mortgages) which may now or hereafter affect the Building and any of such leases, whether or not such mortgage shall also cover other lands and/or buildings and/or leases, to each and every advance made or hereafter to be made under such mortgage, and to all renewals, modifications, replacements, consolidations, substitutions and extensions of such leases and such mortgage. This Section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall at its own cost and expense and in recordable form if requested, upon ten (10) days prior written notice, execute, acknowledge and deliver any reasonable instrument that Landlord, the Lessor under any such lease or the holder of any such mortgage (including leasehold mortgages) or any of their respective successors-in-interest may reasonably request to evidence such subordination. Any lease to which this Lease is, at the time referred to, subject and subordinate is herein called "Superior Lease" and the lessor of a Superior Lease or its successor-in-interest, at the time referred to, is herein called "Superior Lessor," and any mortgage to which this Lease is, at the time referred to, subject and subordinate is herein called "Superior Mortgage" and the holder of a Superior Mortgage is herein called "Superior Mortgagee".

Section 10.2 - Attornment. If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such successor (herein called "Successor Landlord") and upon such successor Landlord's written agreement to assume, subject to this Section 10.2, the obligations of the Landlord under this Lease, and to accept Tenant's attornment, Tenant shall attorn to and recognize such Successor Landlord as Tenant's Landlord under this Lease. The foregoing provisions of this Section shall entire to the benefit of any Successor Landlord, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of a Superior Lease, shall be self-operative and no further instrument shall be required to give effect to said provisions. Upon demand of any such Successor Landlord, Tenant agrees that Tenant shall upon ten (10) days prior written notice execute and deliver any reasonable instrument that such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease except that the Successor Landlord shall not (a) be liable for any previous act or omission of Landlord under this Lease, except to the extent that such act or omission represents obligations of the Landlord that continue after such Successor Landlord takes possession of the Leased Premises or succeeds to the interest of the Landlord under this Lease, and then only from and after such taking of possession or succeeding to such interest; (b) be subject to any offset not expressly provided for in this Lease, which theretofore shall have accrued to Tenant against Landlord; or (c) be bound by any previous prepayment of more than one month's Base or Additional Rent,

unless such prepayment shall have been expressly approved in writing by the Superior Lessor or the Superior Mortgagee through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease.

Section 10.3 - Statement of Defaults. Tenant shall, from time to time upon request by Landlord, execute and deliver to Landlord within ten (10) days of such request, a written declaration in recordable form: (1) ratifying this Lease; (2) expressing the commencement and termination dates thereof; (3) certifying that this Lease is in full force and effect, if such be the case, and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (4) that all conditions under this Lease to be performed by Landlord have been satisfied or stating those alleged to remain unsatisfied; (5) that there are no defenses or off-sets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (6) the amount of advance rent, if any, paid by Tenant; (7) the date to which rent has been paid; (8) the amount of security deposited with Landlord; and (9) those elements necessary to record a statutory Notice of Lease. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon the same.

Section 10.4 - Modification for Mortgagees. In the event that any present or future financial institutions or insurance companies which hold or intend to hold a second Mortgage on the Leased Premises or any part thereof shall request any modification of this Lease, then the Tenant agrees to execute the same, provided that such modification does not increase the liability of the Tenant nor decrease the responsibility of the Landlord hereunder.

ARTICLE XI

Entry, Access and Easements

Section 11.1 - Entry by Landlord. The Tenant will permit the Landlord and/or its authorized representatives to enter the Leased Premises upon reasonable prior notice at all reasonable times for the following purposes: (1) inspecting the same; (2) making any necessary repairs thereto, and performing any work therein that may be necessary by reason of the Tenant's failure to make any such repairs or perform any such work or to commence the same after written notice from the Landlord; (3) showing the Building to prospective buyers; or (4) during the last six (6) months of this Lease, showing the Leased Premises to prospective tenants. Nothing herein shall be deemed or construed as a duty upon the part of the Landlord to do any such repairs upon the Tenant's default in failing to perform the same.

Section 11.2 - Utility Easements. The Landlord shall have the right to grant easements on or across the Land for the installation of utilities, provided that the use of such easements for such purposes does not materially interfere with the operations of the Tenant's business.

ARTICLE XII

Assignment and Subleasing

Section 12.1 - Definition of Assignment. For the purpose of this Article XII, the definition of the term "Assignment" shall include, but not be limited to, the following:

- (a) the transfer of a majority or controlling interest in the Tenant;
- (b) the merger or consolidation of the Tenant into another corporation (except with an affiliated company); and
- (c) any other transfer of the control of the Tenant by operation of law.

Section 12.2 - Assignment and Subletting. The Tenant shall not sublet the Leased Premises or any portion thereof, nor shall this Lease be assigned without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any consent by the Landlord to any act of assignment or subletting shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Tenant or the legal representatives or assigns of the Tenant to obtain from the Landlord consent to any other subsequent assignment or subletting or as modifying or limiting the rights of the Landlord under this Section. If the Landlord permits the Tenant to assign or sublet, the Tenant shall remain responsible for the performance of all the terms and conditions of this Lease.

Section 12.3 - Procedures for Assignment and Subletting.

a) If the Tenant wishes to sublet the Leased Premises or any portion thereof, or assign this Lease, it shall give the Landlord notice in writing of its intention to enter into such assignment or sublease at least sixty (60) days prior to the commencement date of such proposed assignment or its sublease. This notice shall include at least the following:

- (i) The name and address of the proposed subtenant or assignee.
- (ii) A current financial statement of the proposed subtenant or assignee.
- (iii) The proposed terms of such assignment or sublease including:
 - (1) The term of the assignment or sublease.
 - (2) The rent to be paid for the assignment or sublease.
 - (3) The proposed use.
 - (4) In the case of a sublease of less than the entire Leased Premises, a description of the premises to be sublet.
 - (5) Any other terms agreed to between the Tenant and the proposed assignee or subtenant.

(b) The Landlord shall have the option, within thirty (30) days after receipt of the notice referred to in Subsection (a) above to do any one of the following:

- (i) To consent to the proposed assignment or subleasing; or
- (ii) To withhold, subject to Section 12.2. above, consent to the proposed assignment or subleasing.

Section 12.4 - Landlord's Right to Assign Rents. The Landlord shall have the right, without selling its interest in this Lease, to assign from time to time the whole or any portion of the rent, as adjusted at any time, payable hereunder to persons, firms, corporations, trusts or other entities designated by the Landlord in a written notice to the Tenant, and in any such case, the Tenant shall pay the rent as adjusted or the portion thereof so assigned, subject to the terms of this Lease, to the Landlord's said designee or designees at the addresses mentioned in any such notice.

ARTICLE XIII

Default by Tenant

Section 13.1 - Default. The Landlord shall have the right to terminate this Lease upon the following events:

- (a) Failure of the Tenant to pay any Base Rent or Additional Rent for ten (10) days after same shall become due and payable;
- (b) Neglect or failure by the Tenant to perform or observe any of the other material covenants or undertakings herein on its part to be performed or observed and failure to remedy such default within thirty (30) days after written notice thereof to it by the Landlord or, if such default is not curable within a thirty (30) day period; failure to commence to cure the default within such thirty (30) day period and diligently pursue the cure of such default to completion;
- (c) Any assignment made of the Tenant's property for the benefit of creditors;
- (d) If a receiver, trustee or assignee for the Tenant shall be appointed;
- (e) If the Tenant shall be declared bankrupt or insolvent according to the law;
- (f) If any bankruptcy proceedings shall be commenced by or against the Tenant, and, in the case of any bankruptcy proceedings commenced against the Tenant, the same shall not have been dismissed or otherwise disposed of within 60 days of such commencement.

Section 13.2 - Damages. In the event of the Tenant's default as aforesaid, the Tenant also agrees: (1) to indemnify and save the Landlord harmless from and against all reasonable expenses which the Landlord may incur, including, without limitation, legal expenses, reasonable attorneys' fees, brokerage fees and the cost of putting the Leased Premises in good order, reasonable wear and tear excepted or preparing the same for rental; (2) that the Landlord may relet the Leased Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may, at the Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and of any extension thereof and may grant concessions or free rent; and (3) that the Tenant or its legal representatives shall pay the Landlord, as liquidated damages for the failure of the Tenant to observe and perform the Tenant's covenants herein contained, any deficiency between the rent hereby reserved and the net amount, if any, of the rents collected on account of any lease or leases of the Leased Premises for each month of the period which would otherwise

have constituted the balance of the term. The failure or refusal of the Landlord to relet the Leased Premises or any part or parts thereof shall not release or affect the Tenant's liability for damages. The Landlord, at its option, may make such alterations, repairs or replacements and decorations on the Leased Premises that the Landlord, in its sole judgment considers advisable and necessary for the purposes of reletting the Leased Premises. The making of such alterations or decorations shall not operate or be construed to release the Tenant from liability hereunder. The Landlord shall, in no event, be liable for failure to relet the Leased Premises or, if the Leased Premises are relet, for failure to collect the rent thereof under such reletting. Landlord will make reasonable efforts to relet the premises; however, Landlord shall not be otherwise obligated to mitigate its damages.

Section 13.3 - Non-Waiver. The Landlord's failure to act upon a breach of any of the covenants of this Lease by the Tenant shall in no way constitute a waiver of the rights of the Landlord, at any time in the future, to act upon such default; nor shall any such failure to act prevent the Landlord from acting in the event of any other or further breach of the Tenant's covenants. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing and signed by the Landlord. No payment by the Tenant or receipt by the Landlord of a lesser amount than the Base Rent or Additional Rent then due shall be deemed other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent been deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease.

Section 13.4 - Deferred Payments. No delay or delays in the payment of rent reserved in manner or in time stipulated and no failure of the Landlord to enforce the provisions of this Lease upon such occasion or in the case of default of any covenant herein contained on the part of the Tenant to be performed shall be construed as creating a custom of deferred payments or as a waiver of any of the provisions of this Lease or of the Landlord's right to terminate this Lease or otherwise to enforce the provisions thereof.

Section 13.5 - Provisions Not Exclusive. Any and all rights and remedies herein created for the Landlord shall be cumulative, and the use of one remedy shall not be taken to exclude or waive the right to the use of another. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

Section 13.6 - Indemnification. The Tenant shall defend, indemnify and save harmless the Landlord and its agents and employees against and from all liabilities, suits, actions, damages, liability and expense, penalties, claims and costs which may be imposed upon or incurred by or asserted against the Landlord or its agents or employees by reason of, or in any way arising out of, the Tenant's use or occupancy of the Leased Premises or any part thereof after the execution of this Lease or occasioned wholly or in part by any act or omission of the Tenant, its

agent, contractors, employees, servants, invitees, licensees or concessionaires, including, but not limited to, any of the following occurring during the term of this Lease:

(a) Any work done in, on or about the Leased Premises or any part thereof after the execution of this Lease by or at the request of the Tenant, its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees, invitees or concessionaires;

(b) Any negligence or otherwise wrongful act or omission on the part of the Tenant or any of its agents, contractors, sub-contractors, servants, employees, sub-tenants, licensees, invitees or concessionaires;

(c) Any accident, injury or damage to any person or property occurring in, on or about the Leased Premises or any part thereof or any passageway or space adjacent thereto;

(d) Any failure on the part of the Tenant to perform or comply with any of the material covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing, which approval Landlord shall not unreasonably withhold.

ARTICLE XIV

Security Deposit

The Tenant has deposited with the Landlord the sum of Five Thousand Thirty Seven and 50/100 (\$5,037.50) Dollars as security for the performance by the Tenant of the terms of this Lease. The Landlord may use, apply or retain the full or any part of this security so deposited to the extent required for the payment of any Base Rent, Additional Rent or other sum as to which the Tenant is in default or for any sum which the Landlord may expend or may be required to expend by reason of the Tenant's default with respect to any of the terms of this Lease, including, but not limited to, any damages or deficiencies in the reletting of the Leased Premises, whether such damage or deficiency occurred before or after summary process proceedings or any other re-entry by the Landlord. In the event that the Tenant shall comply with all the material terms of this Lease, the security shall be returned to the Tenant after the date fixed as the last day of this Lease and the delivery of possession of the Leased Premises to the Landlord. In the event of the sale of the Leased Premises the Landlord shall have the right to transfer the security to the vendee, and the Landlord shall thereupon be released from all liabilities for the return of such security. In such event, the Tenant shall look solely to the new Landlord for the return of such security. The Tenant shall not assign or encumber the money deposited as security, and neither the Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance. In the event of bankruptcy or other creditor-debtor proceedings against Tenant, all security deposits held by Landlord shall be deemed to have been applied to the payment of rent and other

charges due Landlord for all periods prior to the filing of such proceedings to the extent of any such rent or other charges were due. Tenant shall not be entitled to any interest on said security deposit.

ARTICLE XV

Termination and Surrender

Section 15.1 - Condition of Premises. Upon expiration or other termination of this Lease, the Tenant shall:

(a) Quit and surrender the Leased Premises in as good condition as reasonable use and wear thereof will permit, damage by fire, other casualty and the elements excepted.

(b) Remove from the Leased Premises its goods and effects and those of all persons claiming under the Tenant, such goods and effects to include but not be limited to all movable partitions erected by it, appliances, shelving and all other equipment, stock, and materials which the Tenant may have installed in, or brought upon, the Leased Premises; provided, however, that the Tenant shall, at its own expense, repair all damage to the Leased Premises by reason of such removal.

(c) Surrender with the Leased Premises all repairs, alterations, other improvements or installations made to or upon the Leased Premises, which are so attached to the realty that the same will be by law deemed to be a part of the realty and which shall thereafter be the property of the Landlord and remain. Notwithstanding the foregoing, all trade fixtures, lighting fixtures and signs, whether by law deemed to be a part of the realty or not, installed by the Tenant at any time or anyone claiming under the Tenant, shall remain the property of the Tenant or persons claiming under the Tenant and may be removed by the Tenant or anyone claiming under the Tenant at any time or times during the term of this Lease.

Section 15.2 - Holding Over. If the Tenant remains on the Leased Premises beyond the expiration of this Lease or any renewal or extension thereof without the written consent of the Landlord, such holding-over shall not be deemed to create any tenancy, but the Tenant shall be a Tenant at sufferance only, at a daily rate equal to one and one-half (1.5) times the per diem rental rate and other charges under this Lease, and the Landlord shall have, in addition, all of the rights and remedies reserved to it under this Lease except those relating to the Term of this Lease.

ARTICLE XVI

Extended Term

Section 16.01 - Extended Terms. Provided this Lease is in full force and effect, and Tenant shall not be in default hereunder beyond applicable grace periods, if any, Tenant shall have the option to extend the term of this Lease for three (3) periods of five (5) years each (hereinafter "Extended Term") following the initial term hereof upon the same terms and conditions of this Lease except that the Base Annual Rent for each

Extended Term shall be increased by two (2%) percent each year and shall be payable in equal monthly installments, payable in advance, on the fifteenth (15th) day of each month and continuing on the 15th day of each month thereafter. The Tenant shall exercise the option for any Extended Term by notifying the Landlord in writing at least six (6) months prior to the Expiration Date of the then occurring term.

Section 16.02 - Condition of Leased Premises. Tenant agrees to accept the Leased Premises in the condition then existing as of the commencement of the Extended Term and Landlord shall not be responsible for performing any work or furnishing any materials to the Leased Premises, except as otherwise required by this Lease.

Section 16.03 - Time of the Essence. Time shall be of the essence with respect to all times and dates set forth in this Article.

ARTICLE XVII

Transfer of Landlord's Interest and Limitation of Obligation

Section 17.1 - Transfer of Landlord's Interest. This Lease shall be binding upon the Tenant, its successors and assigns. However, the obligations of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building, and in the event of such transfer, said obligations shall thereafter be binding upon each transferee of the Building, but only with respect to the period beginning with the date of such transfer and ending with a subsequent transfer within the meaning of this Article.

Section 17.2 - Limitations of Obligations. Tenant shall look only to such Landlord's estate and property in the Building for the satisfaction of Tenant's remedies or for the collection of a judgment or other judicial process requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of such Landlord shall be subject to attachment, levy, execution or other enforcement procedure for the creation of security or the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Leased Premises.

ARTICLE XVIII

Concluding Provisions

Section 18.1 - Entire Agreement. All understandings and agreements heretofore had between the parties is fully incorporated in this Agreement, which alone fully and completely expresses their understanding.

Section 18.2 - Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.

Section 18.3 - Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provisions hereof.

Section 18.4 - Notice. Any notice, demand, offer or other written instrument required or permitted to be given, made or sent under this Lease shall be given by registered or certified mail, return receipt requested, or by facsimile, addressed as follows:

TO LANDLORD: 280-320 Murphy Road, LLC
P.O. Box 290589
Wethersfield, CT 06129-0589
Facsimile No. 860-246-5555

WITH A COPY TO: Frank A. Leone, Esq.
Leone, Throwe, Teller & Nagle
33 Connecticut Boulevard
P.O. Box 280225
East Hartford, CT 06128-0225
Facsimile No. 860-282-1539

TO TENANT: Connecticut Wellness Centers, L.L.C.
At the Leased Premises
Facsimile No.:

WITH A COPY TO: Mark A. Kirsch, Esq.
Cohen & Wolf
115 Broad Street
Bridgeport, CT 06604
Facsimile No. 203-337-5554

Either party may change its address set forth in this Section by giving notice to the other party in accordance with this Section.

Section 18.5 - Arbitration. In the event of any dispute concerning the matters set forth in the Destruction and Condemnation Article of this Lease, among or between any party bound by the terms of this Lease Agreement, such dispute shall be settled by arbitration in Hartford, Connecticut, in accordance with the rules of the American Arbitration Association as then existing, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Section 18.6 - Notice of Lease. This Lease shall not be recorded, but a Notice of Lease conforming to the requirements of Section 47-19 of the Connecticut General Statutes, executed by both the Landlord and the Tenant, may be recorded by either the Landlord or the Tenant, upon the request of either of them. All governmental charges attributable to the execution or recording of this Notice shall be paid by the party requiring the recording of this Notice.

Section 18.7 - Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 18.8 - Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Section or Articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

Section 18.9 - Connecticut Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut.

Section 18.10 - Waiver of Jury Trial. The Landlord and Tenant do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other.

Section 18.11 - Waiver of Prejudgment Remedy. TENANT ACKNOWLEDGES THAT IT HAS THE RIGHT UNDER SECTION 52-278 (a) THROUGH SECTION 52-278(8), SUBJECT TO CERTAIN LIMITATIONS, TO NOTICE AND HEARING ON THE RIGHT OF THE LANDLORD TO OBTAIN A PREJUDGMENT REMEDY, SUCH AS ATTACHMENT OR GARNISHMENT, UPON COMMENCING ANY LITIGATION AGAINST TENANT. NOTWITHSTANDING, TENANT HEREBY WAIVES ALL RIGHTS TO NOTICE, JUDICIAL HEARING OR PRIOR COURT ORDER IN CONNECTION WITH THE OBTAINING BY LANDLORD OF ANY PREJUDGMENT REMEDY OR IN CONNECTION WITH THIS LEASE OR ANY RENEWALS OR EXTENSIONS OF THE SAME. TENANT ALSO WAIVES ANY AND ALL OBJECTION WHICH HE/SHE/IT/THEY MIGHT OTHERWISE BE ABLE TO ASSERT, NOW OR IN THE FUTURE, TO THE EXERCISE OR USE BY LANDLORD OF ANY RIGHT OF SETOFF, REPOSSESSION OR SELF HELP AS MAY PRESENTLY EXIST UNDER STATUTE, INCLUDING THE UNIFORM COMMERCIAL CODE, AND COMMON LAW.

Section 18.12 - Successors. This Agreement shall be binding upon the parties thereto, their heirs, successors and assigns.

Section 18.13 - Approval Not Unreasonably Withheld. Notwithstanding anything contained herein, in the event that any provision of this Lease requires that the consent or approval of Landlord or Tenant be given, that consent or approval will not be unreasonably withheld, conditioned or delayed.

Section 18.14 - Compliance with Laws by Landlord. Landlord, at its expense, will comply with all laws, ordinances, regulations, building codes and other regulations of any federal, state, county or city authority relating to the Leased Premises including common areas thereto (except for those laws and regulations applicable to Tenant's particular use of the Leased Premises for which Tenant is obligated pursuant to this Lease).

Section 18.15 - Insurance. Landlord will obtain and keep in force, during the term, "all-risk" coverage insurance in the customary form in the City of Hartford, Connecticut for buildings and improvements of similar character, on the building and improvements of which the Leased Premises are a part. Such insurance will carry a guaranteed replacement cost endorsement. Landlord shall also obtain and keep in force, during the

term, commercial general public liability insurance with commercially reasonable limits.

Section 18.16 - Nondisturbance Agreement. The subordination and attornment provided for in the Lease is conditioned upon Landlord using its best efforts to obtain from each existing and future Superior Mortgagee and Superior Lessor a written nondisturbance agreement reasonably satisfactory to Tenant providing that in the event of a termination of or foreclosure under any such mortgage or lease, such holder will respect Tenant's possession rights under this Lease and will not disturb Tenant's possession of the Leased Premises.

Section 18.17. - Real Estate Broker. The parties represent that AMS Real Estate and Colliers International are the sole real estate brokers responsible for procuring this Lease and each party agrees and covenants to hold each other harmless and indemnify each other from the claims of any agents or brokers for commissions or fees. Landlord and AMS Real Estate shall execute a mutually acceptable brokerage agreement prior to the execution of this Lease and Landlord shall be responsible for payment of all commissions to brokers.

Section 18.18 - Representations and Warranties of Landlord and Tenant.

Landlord warrants and represents that:

A. Landlord has fee simple title to the Leased Premises and the Building.

B. Landlord has full authority to enter into this Lease, and no other person, firm or corporation need join in the execution of this Lease to make Landlord's execution complete or appropriate.

C. Landlord warrants and represents (1) that the Leased Premises and the Building are and will be at the commencement date free from any hazardous, toxic or dangerous substance or material (collectively "Hazardous Materials") defined as such (or meeting criteria so as to be defined as such) in any federal, state, local or municipal law, ordinance, code, decree or requirement regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter may be in effect (collectively "Environmental Laws"); (2) that the Leased Premises and the Building are and will be at the commencement date free of lead paint and any asbestos or asbestos-containing substance; (3) that Landlord has never received any notice of any violation of or non-compliance with any Environmental Law as regards the Leased Premises or the Building; (4) that Landlord has never caused or permitted any Hazardous Material, asbestos or asbestos-containing substance to be placed, held, located or disposed of on, under or at the Leased Premises or the Building or any part hereof.

D. As of the Commencement Date of this Lease, the Leased Premises, the Building, and its systems, are in good operating condition, and the roof is leak-free.

Tenant warrants and represents that:

A. Tenant warrants and represents (1) that the Leased Premises, during the term of this Lease including any extended terms, shall be kept by the Tenant free from any hazardous, toxic or dangerous substance or material (collectively "Hazardous Materials") defined as such (or meeting criteria so as to be defined as such) in any federal, state, local or municipal law, ordinance, code, decree or requirement regulating, relating to or imposing liability or standards of conduct concerning any Hazardous materials, as now or at any time hereafter may be in effect (collectively "Environmental Laws"); (2) that the Leased Premises shall be kept by the Tenant during the term of this Lease including any extended terms, free of lead paint and any asbestos or asbestos-containing substance; (3) that Tenant during the term of this Lease including any extended terms shall not cause or permit any Hazardous material, asbestos or asbestos-containing substance to be placed, held, located or disposed of on, under or at the Leased Premises or the Building or any part hereof; and (4) that Tenant will not do anything that would cause the Leased Premises to become subject to the Connecticut Transfer Act or that would cause the Leased Premises to become a treatment storage or disposal facility under the Conservation Recovery Act, as amended, or that would otherwise increase the Landlord's environmental obligations upon termination of this Lease. Tenant shall be responsible for all damage, costs, expenses and reasonable attorneys fees and shall not be limited to those incurred for investigation, clean-up costs, remediation, losses relating to interruption or cessation of operations, and expenses or fines relating to applicable environmental laws, filing fees, attorneys' fees and Licensed Environmental Professional fees.

B. Tenant has full authority to enter into this Lease, and no other person, firm or corporation need join in the execution of this Lease to make Tenant's execution complete or appropriate.

Each party shall indemnify and hold the other harmless for and on account of any and all loss, damage, cost, expense and attorney fees arising out of or relating to any breach of any of the foregoing representations and warranties. Such loss, damage, cost, expense and attorneys fees shall include but shall not be limited to those incurred for investigation, clean-up costs, remediation, losses relating to interruption or cessation of operations and expenses or fines relating to applicable environmental laws, filing fees, attorneys' fees and Licensed Environmental Professional fees.

The representations, warranties, indemnifications and hold harmless contained in this Article shall survive the termination of this Lease.

Section 18.19 - Relocation of Existing Tenant. Landlord and Tenant acknowledge that the Leased Premises is currently occupied and that upon the Tenant obtaining a license from the State of Connecticut and/or a permit from the City of Hartford to conduct its business, the existing occupant shall be removed and relocated from the Leased Premises, by the Landlord, by not later than February 15, 2014, time being of the essence.

Section 18.20 - Contingencies. Notwithstanding anything contained herein, in the event that Tenant fails to obtain a license from the State of Connecticut and/or a permit from the City of Hartford to conduct its

business, this Lease shall be terminated provided that Tenant provides Landlord with written notice of such termination by January 14, 2014.

Signed this 14th day of November, 2013.

WITNESSED:

Carol A. Nichols
Noreen Marinsky

Justi Mc
Daniel

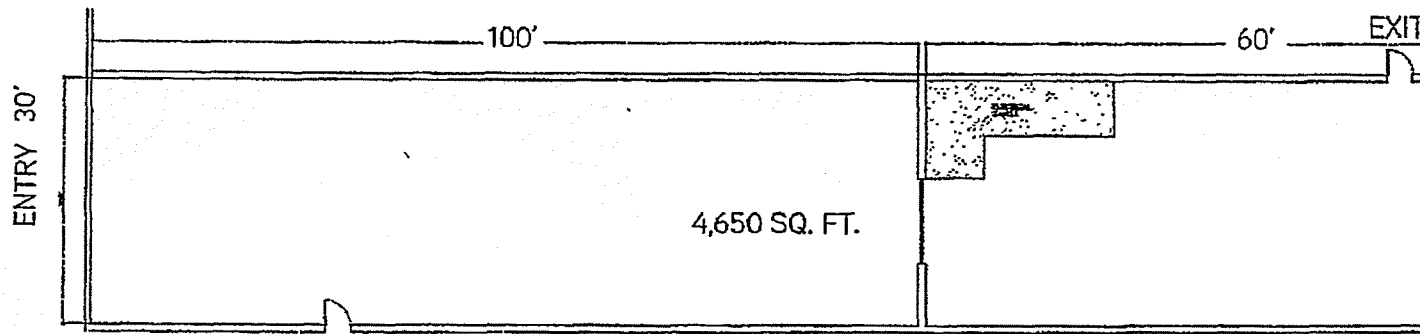
TENANT: CONNECTICUT WELLNESS CENTERS,
L.L.C.

BY [Signature]
David Lipton, Member

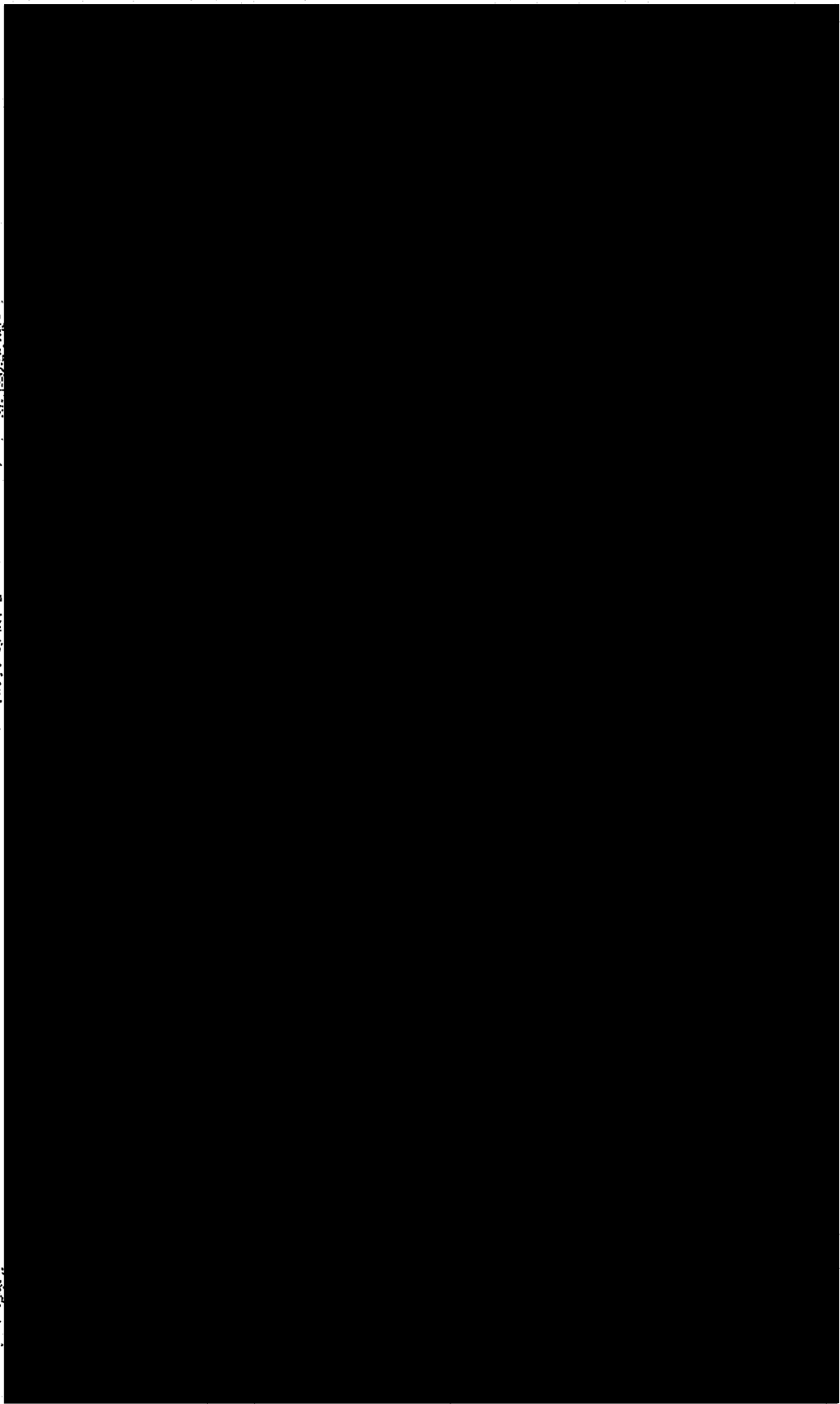
LANDLORD:
280-320 MURPHY ROAD, LLC

BY [Signature]
Joseph A. Sullo, Member

EXHIBIT A



AVAILABLE
OFFICE/WAREHOUSE SPACE
4,650 SQ. FT. TOTAL





Medical Marijuana Program

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

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



Section H: 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	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	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: See Attached	48. Percentage of ownership

CT WELLNESS CENTERS L.L.C.

APPENDIX A

Response to Item 47 - Backers

<u>Name</u>	<u>Percentage Ownership</u>
Canna, LLC	2.00%
Chalip, LLC	16.20%
Elaine Lonergan	1.00%
Gare LLC	16.20%
Little Buffalo LC	16.20%
MDM555 LLC	8.50%
Robert Tendler, RpH, FASP	7.50%
Schwa Holding, LLC	16.20%
TLC10, LLC	16.20%



Medical Marijuana Program

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

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



Section 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:
See Attached		

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:
Consulting Fees	\$49,742.50	Company Account
Legal	\$43,513.90	Company Account
Rent	\$15,037.50	Company Account
	\$	
	\$	
	\$	

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: Tyco Integrated Security	
56. Primary Security Company Address (including Apartment or Suite #): 10 Research Parkway	57. City: Wallingford

APPENDIX A

Response to Items 49-51

Directors, Owners, Officers and Other High Level Employees

CONNECTICUT WELLNESS CENTERS, L.L.C.

TITLES & ROLES

NAME	TITLE	ROLE
DAVID LIPTON	MANAGING PARTNER	CEO , CFO
CHRIS MAYLE	EXEC. V.P. SALES	OVERSIGHT AND MANAGEMENT OF SALES
SETH SHOLES	EXEC. V.P. FINANCE	FINANCIAL MANAGEMENT AND FUTURE PLANNING
MARC GARE	EXEC. V.P. OPERATIONS	OPERATIONS, LOGISTICS, AND OVERSIGHT
MARK SCHWARTZ	EXEC. V.P. COMMUNICATIONS	PATIENT EDUCATION AND COMPASSIONATE CARE
JOSEPH COHEN, M.D.	BOARD MEMBER	ADVISORY
ROBERT TENDLER	PHARMACIST AND ADVISORY	PHARMACY OVERSIGHT AND ADVISORY
JAY SKOWRONEK	DIRECTOR OF SECURITY	SECURITY MANAGEMENT AND OVERSIGHT
ELAINE LONERGAN	DIRECTOR OF COMPLIANCE	STATE AND COMPANY COMPLIANCE
CARY FRIEDMAN	DISPENSARY FACILITY MANAGER	PHARMACY OVERSIGHT AND IMPLEMENTATION
DIANE CZARKOWSKI	DISPENSARY FACILITY ADVISOR	PRODUCT AND SERVICES DEVELOPMENT



Medical Marijuana Program

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

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



58. State: CT	59. Zip Code: 06492	60. Telephone Number: (203) 741-4000	61. Fax Number: (203) 294-1514
62. E-mail Address: Jay.skowronek@yahoo.com			
63. Backup Security Company Name (if applicable): None			
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 21 a-408-62 of the Regulations of Connecticut State Agencies. See Attached			

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

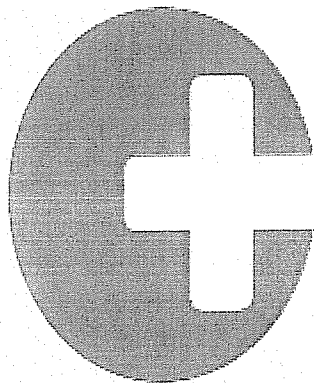
If the answer above is "yes", attach a statement providing the details of such fines or penalties.

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.

Appendix A
Response to Item 71
Security System



CT WELLNESS CENTERS

**310 Murphy Road
Hartford, Connecticut 06114**

**Security
Policy and Procedure Manual**

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Purpose / Mission

CTWC will have a complete and vigilant security plan against diversion of controlled substances. CTWC has established tightly controlled security practices that will be critical to the safety of the employees and the security of our products. CTWC will have controls in place at every stage of receiving, storing and selling, to protect products from diversion, employee theft, illegal sale, burglary or robbery.

CTWC also understands and addresses in this Security Manual the destruction of medical marijuana (if necessary).

Finally, CTWC will perform monthly risk assessments with the Director of Security, assessing all processes and procedures performed. CTWC intends to share any meaningful discoveries with the DCP and to the overall community of medical marijuana Dispensaries if applicable.

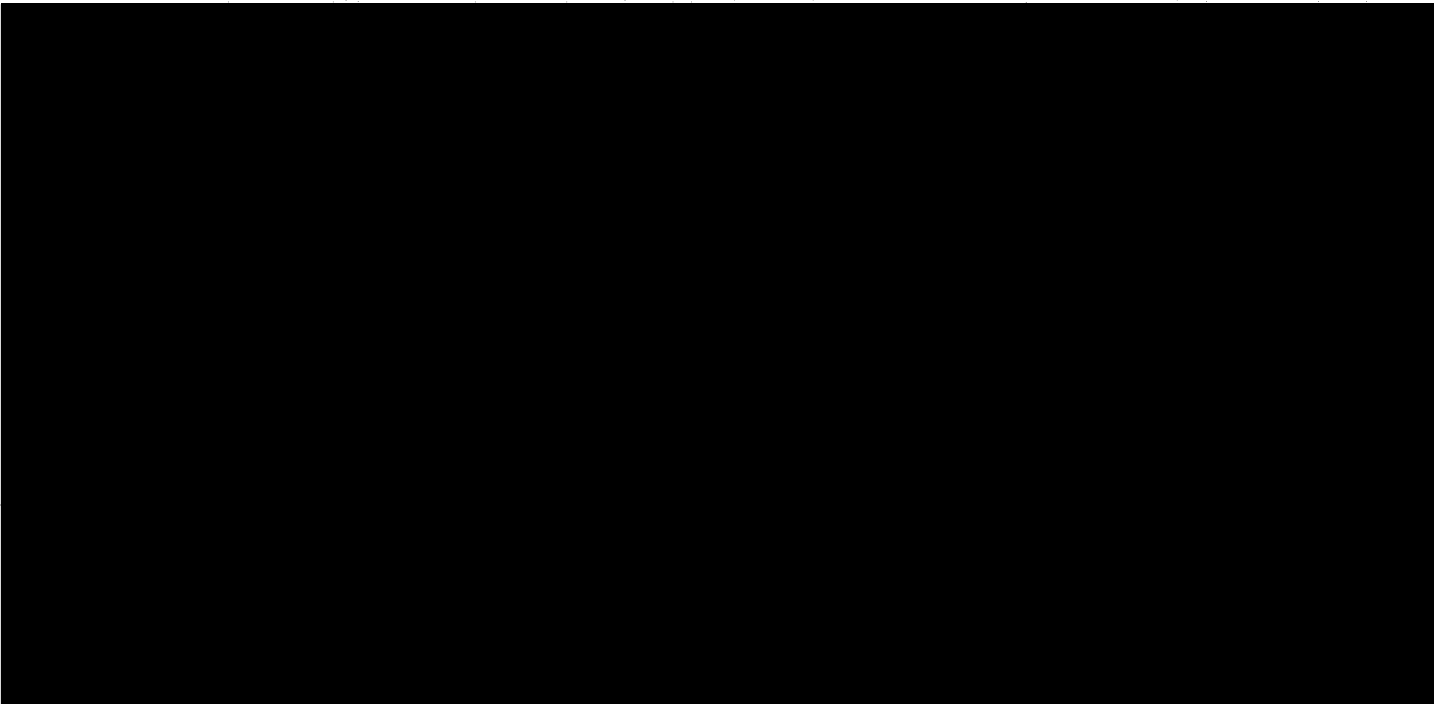
Security Firms Monitoring Connecticut Wellness Centers, L.L.C.:

The Dispensary Facility at 310 Murphy Road, Hartford will be protected and monitored by a Tyco Integrated Security.

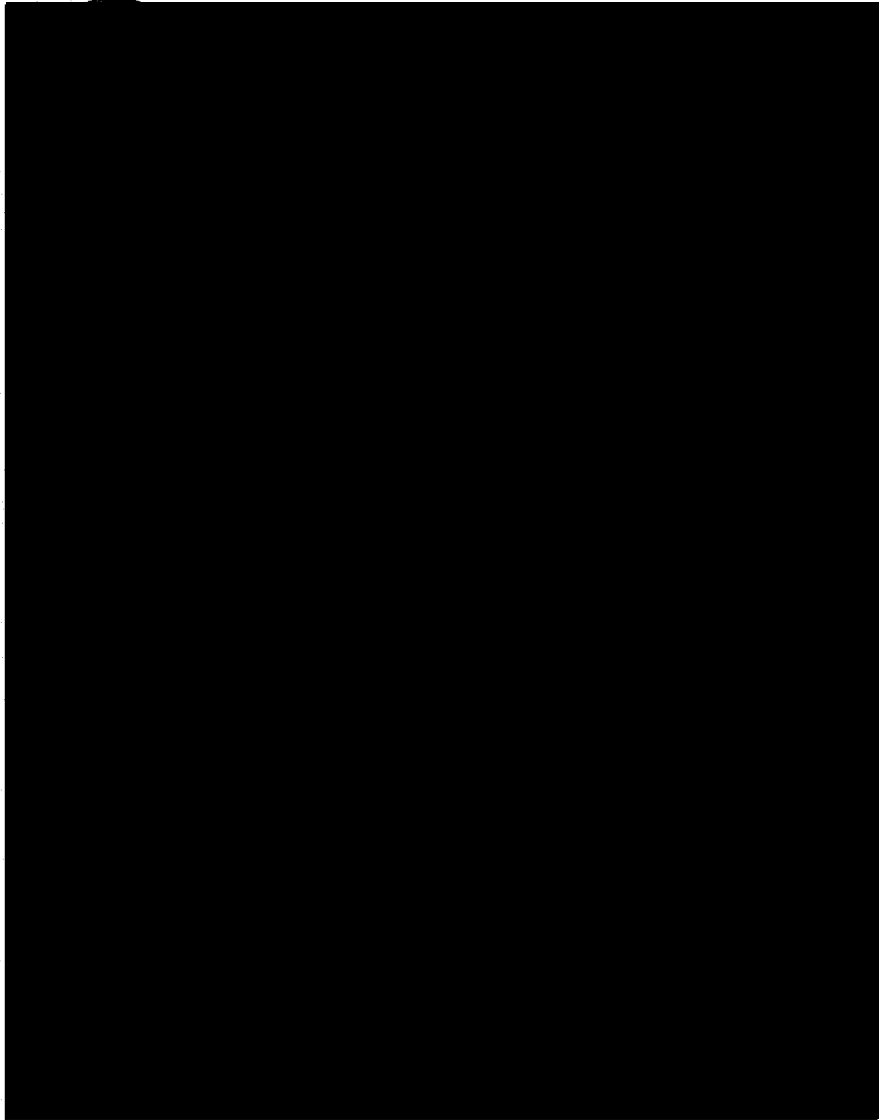
Tyco Integrated Security Will Install:

- Honeywell VISTA-128FBP control panel;
- American Dynamics CCTV system;
- Passive Infrared Intrusion sensors;
- Wireless Duress Alarms;
- Motion Detectors; and
- High security alarm contacts on doors.

310 Murphy Road - Security and Sensor Layout

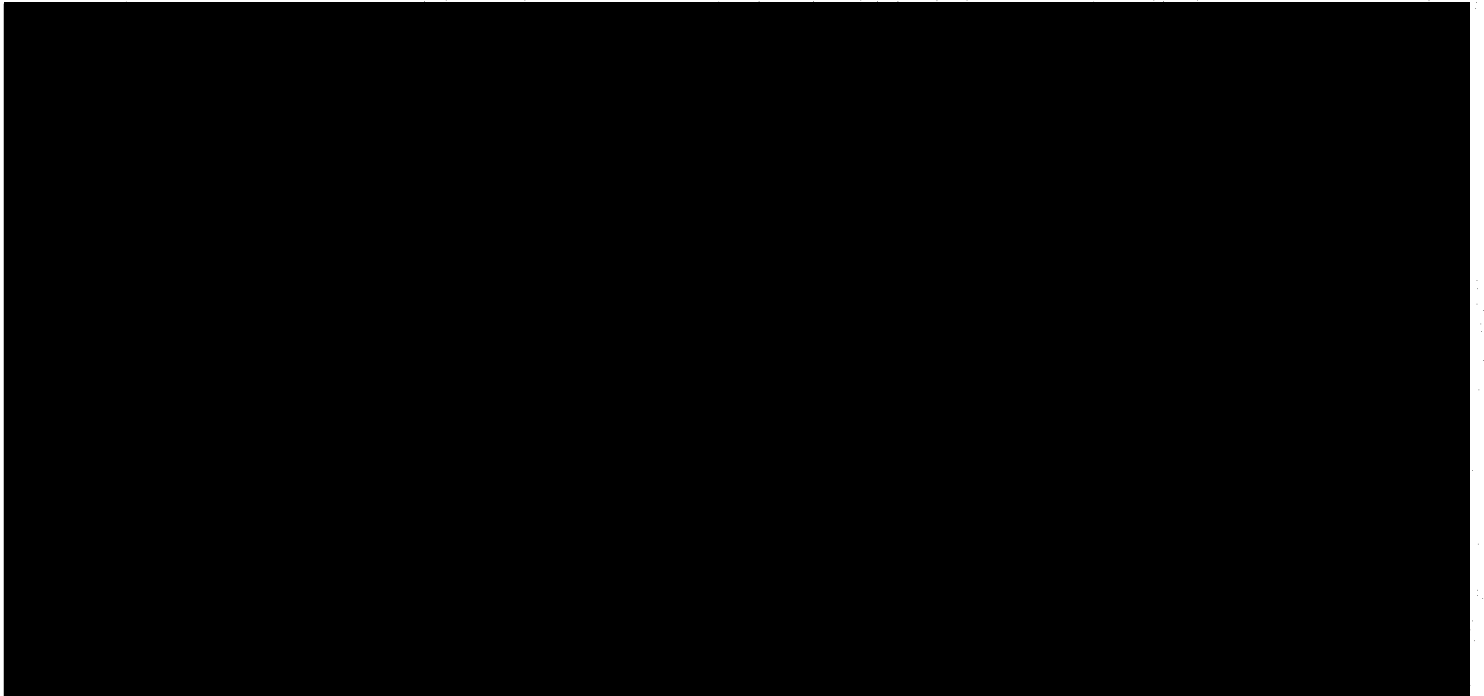


310 Murphy Road – Security and Sensor Legend

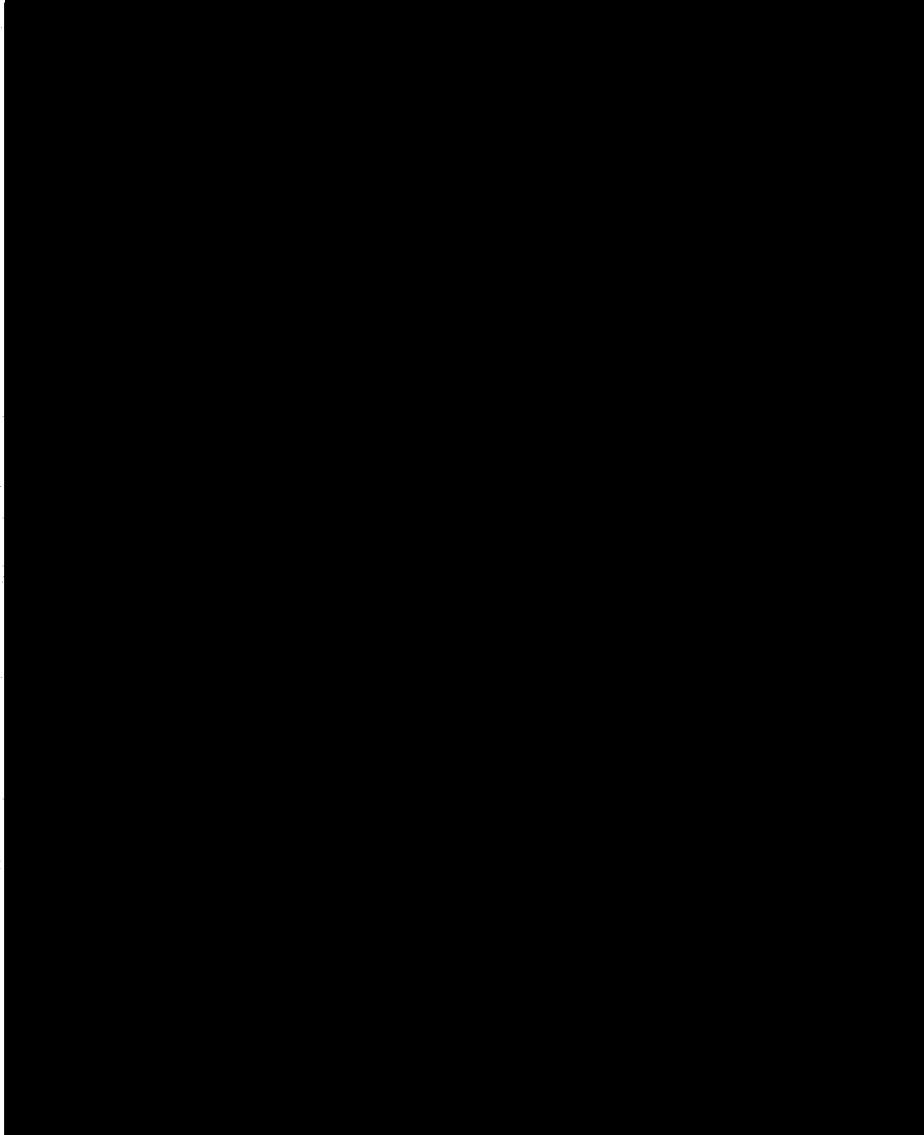


310 Murphy Road - CCTV Layout

4/14/13



310 Murphy Road - CCTV Legend



Universal Facility Security Standards

The state of the art security systems installed at 310 Murphy Road will enhance security, provide audit trails, electronically enforce facility access and prevent any losses through the use of burglary protection, emergency police call, electronic access control and CCTV surveillance/ recording/retrieval systems. Below you will find the highlights of the systems.

- UL-listed premises burglary protection systems with a continuously-pollled IP off-premises connection and with a backup cellular transmitter;
- The ability to remain in operation during a power outage (battery back-up for security only);
- Monitoring and logging of openings/closings of office, Dispensary area, and vault alarm system;
- Security cameras providing clear color still photo (9600 dpi or better) with industry standard images that include an accurate date and time stamp;
- A limited access surveillance room with login sheet (with a video camera directed on the entry door);
- Weekly checks for proper working order of the security system and the back-up system;
- High security, balanced, biased magnetic contact protection on all exterior doors, roof hatch, and selected interior doors;
- Passive infrared intrusion sensors and “verified” combination passive infrared/microwave intrusion sensors located throughout sensitive building areas (excludes closets, lavatories, etc.);
- A video surveillance/recording/retrieval system with IP and high resolution analog surveillance cameras monitoring all: exterior doors, building grounds, perimeter parking areas, office areas and in the vicinity of the vault;
- Video surveillance activity will be archived for a minimum of 30 days (and will archive specific video needed in conjunction with a criminal incident or workplace injury by means of a DVD or stick memory device with this archived video being “watermarked” to ensure integrity of the video recording);
- Hardwired emergency police call devices will be strategically located;

- Employees will be issued wireless, portable emergency police call transmitters which can be either belt-clipped or carried by means of a lanyard;
- The use of a Web-hosted access control system throughout the premises to cancel any Photo ID immediately and remotely, if necessary, upon employee termination;
- Daytime annunciation of all perimeter entrance doors; and
- Staff will be issued unique photo identification that will be worn at all times on the premises.

CTWC Security Plan

Layer 1 - Exterior of the Building

The perimeter of the CTWC facility at 310 Murphy Road is our first layer of security and will be well lit and allows for accuracy in CCTV and other surveillance systems. In all instances throughout the facility, video histories will be kept for a minimum of 30 days and the security cameras will be capable of providing clear still photos (9600 dpi or greater) with industry standard images that include an accurate date and time stamp.

Opening Procedure:

- Security personnel each morning shall conduct a visual inspection of the exterior of the building. The purpose of this initial exterior inspection is to look for signs of possible forced entry. Signs of forced entry include broken windows, doors pried open, etc.;
- Security personnel will then conduct an interior search of the facility;
- Any on site employees will remain in their vehicles in a position to view the facility, until security personnel have cleared the building for entry;
- **Under no circumstances** should employees enter the facility unless security personnel have finished the interior search;
- The Dispensary Facility will open when two employees are on the premises;
- Upon entry to the Dispensary Facility, the alarm that protects the entire Dispensary Facility must be deactivated and lights turned on;

- Once a Dispensary or Dispensary Facility Manager is on the premises, the DFD's secure storage/vault's alarm system will be deactivated and unlocked;
- All procedures for opening should be completing 15-30 minutes prior to opening the door for patients, caregivers, clients, deliveries;

Closing Procedure:

- Two personnel are required to close the Dispensary Facility with the front/entry doors first to be locked;
- Check that all items of value been locked away in their proper safe or vault;
- The secure storage/vault is locked next and its alarm activated;
- Transmittance of day's dispensing records are then sent to the Connecticut Prescription Monitoring Program;
- Cash registers will be counted and cash placed in its own independent safe with a record of the amount;
- Check the facility for persons hiding inside;
- Check that all the doors, windows, and other entrances have been secured;
- Check CCTV for suspicious persons loitering around the exits and parking areas;
- Two personnel will leave the building at the same time and activate the facility's alarm system upon departing; and
- Security personnel will escort final employees out of the facility.

The Exterior of the Building Will:

- Have "daytime annunciating" entry/exit doors;
- Have sensors on the windows along the front of the building (where there is office space) ;
- Have a warning sign located near the front entrance providing details about the extensive surveillance and alarm systems; and
- Have all activity in this area visible on CCTV and monitored by the security office at all times.

Layer 2 - Entry Foyer

The second layer of security is the entry foyer of the building which includes access control hardware, intrusion detection, surveillance, and, at the main entrance at various times, personnel for control and screening. All employees and approved contractors will enter through the front door of the building. Access to the building is through the alarm system where openings and closings are logged by unique employee codes. This type of entrance prevents unauthorized access. CCTV cameras will monitor and log all persons entering/exiting the facility.

Entry Procedure:

- Employees will show credentials to enter the facility;
- Office Staff will wear photo ID badges at all times;
- State registered patients are checked in by staff and granted access to the patient waiting area;
- Vetted and registered guests may only enter the facility under the constant supervision of an employee after they have been photo ID verified, logged in and issued a temporary ID;
- All deliveries must be verified and logged in at the front entrance prior to receiving access to the vault area;

The Entry Foyer Will Have:

- A partition with hardened door to separate the public entry from the secure areas;
- A duress alarm;
- Doors locked at all times, even during business hours;
- "Daytime annunciating" entry/exit doors;
- All activity visible on CCTV and monitored by the security office;
- Motion detectors located inside; and
- High security contacts on all doors.

Layer 3 - Patient Waiting Area

The third layer is where patients wait before being escorted into the restricted Dispensary area.

The Patient Waiting Area Will Have:

- A receptionist monitoring the area during business hours;
- Motion sensors;
- A hardened door with an electronic lock; and
- Video cameras monitoring all doors (exit and entrance) and the door accessing Dispensary access areas where medical marijuana is sold and stored.

Layer 4 - Dispensary Area

Patients will be monitored in the Dispensary area at all times. All medical marijuana products will be stored out of patient reach.

The Dispensary Area Will Have:

- All entry exit doors that are controlled electronically;
- A time lock to only be accessible during regular business hours;
- 24 hour monitoring;
- All doors closed and locked when not in use;
- Sufficient CCTV coverage in all areas; and
- A separate DFD area within that can be locked and alarmed if needed.

Layer 5 - Secure Vault Room

The secure vault room will store all medical marijuana products that are in the Dispensary Facility Department and all medical marijuana products when the facility is closed. This room will be protected by a hardened door, motion detectors, and CCTV.

- CTWC will use an approved safe to store all medical marijuana product;
- Only authorized personnel will have access to this area;
- There will always be two employees present during any movement or inventory of medical marijuana product in the vault room;
- The vault can only be opened and closed by two authorized personnel;
- Will be on a time lock to only be accessible during regular business hours;
- A log of product removed and returned to the vault will be updated daily;
- Inventory will be performed and documented weekly on the contents of the vault room; and
- Entrance doors to the vault room shall be monitored by CCTV.

General Security Guidelines

- Background checks for all new employees;
- Request employees to watch for suspicious activities;
- Adopt a company security whistleblower protection policy;
- Retrieve keys and employment identification cards from an employee and change computer access passwords when their employment ends;
- Keep all access system credentials, access codes, access cards, passwords, etc., secure and accessible only to specifically authorized personnel;
- Arrange with the DCP for prompt and safe disposal of tainted or expired product;
- All employees will be trained on emergency procedures;
- Post emergency response numbers, including fire, law enforcement, and executive team in several locations in the facility;
- Quarterly security reviews with the Director of Security as it is the responsibility of all security staff to constantly review and make recommendations for improvement to the Security Policy and Procedure Manual with all changes being presented for review by the CTWC Board of Directors prior to implementation;
- No medical marijuana sampling will be permitted;
- No medical marijuana will be consumed in any way on the premises;

- Sell medical marijuana only to validated patients or their caregivers who provide, their registration card and a valid photo ID;
- The DFD will be closed and locked and the alarm activated when not in use or when a Dispensary is not on the premises; and
- No person will be permitted in the DFD when a Dispensary is not on the premises or when the Dispensary cannot directly supervise the DFD.

Secure Medical Marijuana Transport

The transportation of all products to CTWC will be initiated by the Dispensary placing an order with a Connecticut state licensed producer. The order will be confirmed by the producer and CTWC will receive a shipping date/time.

The following steps will be procedure at CTWC:

- Purchase orders may only be placed by the Dispensary Facility Manager of CTWC after approval from a CTWC Executive Vice President (EVP);
- The order placed will be checked by the producer. If any product is currently unavailable, the Dispensary Facility Manager will be notified;
- If accepting product replacements, the Dispensary Facility Manager must resend an amended purchase order approved by an EVP;
- The producer will provide a shipping manifest to the Dispensary Facility Manager of CTWC at least 24 hours prior to their shipment leaving the producer facility and will clearly delineate all of the product to be included in the delivery (type, kind, brand, quantity, weight, carton count) as well as date, confirmation that the Dispensary Facility Manager placed the order, and the producer personnel handling the shipment;
- CTWC will retain copies of all shipping manifests as part of their policy and procedures in record-keeping; All designated shipping cartons will be checked and accounted for accuracy (assuring cartons are properly marked for each Dispensary);
- CTWC will require that suppliers label and numerically identified all cartons (i.e., they will be labeled for CTWC and marked #1 of 3, #2 of 3, #3 of 3);

- Cartons are to be marked for any special care instructions i.e., baked goods enclosed, fragile items, handle with care, etc.;
- The delivery van will be unloaded under the supervision of at least one of the drivers, and the Dispensary Facility Manager;
- Once arriving at a Dispensary, the delivery agents will not unlock the doors until they have established contact with the Dispensary Facility Manager to make them aware the delivery has arrived and they engage the Dispensary Facility Manager for safe receipt (and employees of the Dispensary Facility are alerted to be on guard);
- The Dispensary Facility Manager will wait for the producer delivery agent inside the Dispensary to arrange for the most secure delivery method into the facility;
- The Dispensary Facility Manager and one other CTWC employee must count and verify the shipment and then sign off on the delivery agents shipping form verifying the receipt of the correct order;
- The Dispensary Facility Manager may accept or reject an order if there is a discrepancy between the order placed and order received, and advise the DCP and the producer;
- Ensure all laboratory test results are included with the shipment;
- Make sure details of shipment are accurately entered into inventory;
- Ensure that manifests are filed properly;
- Ensure that the new inventory is promptly placed in secure vault; and
- Two people will go into the vault with a handheld barcode scanner to receive the order into inventory.

Internal Product Diversion Measures

CTWC will be using the comprehensive software called MJ Freeway, created exclusively for the medical marijuana business. It was designed, in part, to ensure that no diversion occurs from the time the product(s) enter the facility until the products are sold to a registered patient or caregiver.

- MJ Freeway has defined “roles” for user logins so that employees only have permissions appropriate for their role, so performing inventory, for

example, can only be performed by an authorized user, such as the Dispensary or Dispensary Facility Manager;

- MJ Freeway controls which computers have access to your system, ensuring that employees are only logging into the system when they're actually on site;
- The software provides a robust inventory reconciliation tool, allowing a Dispensary to run regular inventories of all stock stored at the Dispensary Facility and recording historical information so that management may refer back to any past reconciliation to see a summary of changes made.
- 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
- Although data can be changed, the data can never be deleted;
- The software allows a Dispensary Facility 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 Facility to track and ensure that all transactions take place between two legal parties;
- 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;
- 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;
- The software is "cloud-based" – meaning the data resides in a remote, highly secure server facility, much more secure than a local server that can be stolen or vandalized; and

- 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.

General Internal Diversion Measures Include:

- CTWC will be utilizing a 24-hour alarm system and 24 hour surveillance system inside and out;
- Medical marijuana will only be sold in its original, sealed, child-resistant container or packaging, as provided by the Producer
- Checkout registers will be equipped with a scale to verify actual weight of outgoing product against recorded weight;
- The determination to dispose of medical marijuana can only be authorized by the Dispensary and EVP of Operations, a laboratory, law enforcement, a Producer, the DCP Commissioner (or authorized representative), or Court Order.
- All medical marijuana product inventoried, sold, quarantined, or disposed of by CTWC will be accurately recorded in detailed and dated ledgers:
 1. Vault Room: Brand, kind, type, quantity (volume), and items removed or added to the room;
 2. Dispensary Area: Brand, kind, type, quantity, and items removed or added to the room
 3. Quarantine Area: Brand, kind, type, quantity, reason for quarantine, and items removed or added to the room;
 4. Sold: Brand, kind, type, quantity, Dispensary Facility recipient, Dispensary that signed for the product; and
 5. Disposal: Brand, kind, type, quantity, reason for destruction, witnesses (names, date, signatures), who authorized the destruction and who handled the destruction.

- Upon receipt of first shipment, CTWC will inventory the medical marijuana on site. CTWC will account for all types, brands, forms, and their amounts and thereafter conduct weekly inventory, by at least two personnel with one being the Dispensary Facility Manager. This will help detect diversion, theft, loss, or identify product that is outdated, damaged, deteriorated, misbranded, or adulterated. The inventory accounting will include:
 1. The date of the inventory;
 2. An accurate accounting of all medical marijuana on the premises whether in the vault area, Dispensary area, quarantine area, and in what form and age; and
 3. The name, signature, and title of the individuals who conducted the inventory.
- Ledgers will be maintained by CTWC so there will be an accurate record of all medical marijuana in the following categories:
 - a. Ledger 1: Purchases from suppliers;
 - b. Ledger 2: Comprehensive status of medical marijuana on site; and
 - c. Ledger 3: Destroyed medical marijuana.
- When a sample or record is removed by the State or law enforcement, a signed receipt must be obtained and kept on file for 3 years; and
- The Company's accurate and complete records will fully detail the years' business transactions relating to the sale and purchase of medical marijuana.



Medical Marijuana Program

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

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



Section 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:

11/14/13

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:

11/14/13



Medical Marijuana Program

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

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



Appendix B Dispensary Facility Backer Information Form

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

Section A: Backer Information

1. Backer 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 Backer: Chalip, LLC						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): 61 Unquowa Road						
5. City: Fairfield				6. State: CT	7. Zip Code: 06824	
8. Daytime Telephone Number: (203) 259-0811		9. Fax Number: (203) 549-0949			10. E-mail Address: dlipton@summitcenters.com	

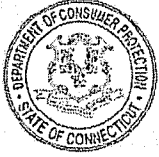
Section B: Backer Members

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): David Lipton	12. Percentage of ownership 100%



Medical Marijuana Program

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

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



Section 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	14. Issue Date (month/year): SEE ATTACHED Expiration Date (month/year):	15. Type:	16. Number:
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

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.

CT WELLNESS CENTERS, L.L.C.

APPENDIX E

RESPONSE TO ITEMS 29-36
Licenses, Permits and Registrations

<u>Company List #</u>	<u>Tax ID #</u>	<u>Effect Date/ Expiration Date</u>	<u>License #</u>
Birth Control Care Center	20-8140941	10/19/12 / Current	6131OPF-1
Summit Medical Associates	58-1965193	Prior Management Obtained Licenses	060-141
Summit Women's Center	06-0925484	1980 / Current	0036
Summit Medical Center	06-1052865	1980 / 8/15/2012	0013
Summit Women's Center of Montogery DBA Beacon Womens Clinic	63-0856105	1982 / 6/11/2010	
Decker & Watson Piedmont-Carolina Medical Clinic	20-5831235	Prior Management Obtained Licenses	AB0015

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective January 01, 2013 this certificate is issued to

Decker & Watson, Inc.

to operate an abortion clinic known as

Piedmont-Carolina Medical Clinic

located at 2425 Randleman Rd

Greensboro, North Carolina.

*This certificate is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2013.*

Facility ID: 943400

Certificate Number: AB0015

Authorized by:

Alvey A. John



Dwight P. ...
Division of Health Service Regulation



GEORGIA DEPARTMENT OF
COMMUNITY HEALTH

STATE OF GEORGIA PERMIT

This is to certify that a permit is hereby granted to

SUMMIT MEDICAL ASSOCIATES, P.C.

(Name of Governing Body)

to maintain and operate an **AMBULATORY SURGICAL TREATMENT CENTER** named as

SUMMIT MEDICAL ASSOCIATES

(Name of Facility)

Approval is granted to provide the following services:

OBSTETRICAL/GYNECOLOGICAL SERVICES, ABORTION THROUGH 26 WEEKS

Said facility and premises are located at **1874 PIEDMONT RD, NE, SUITE 500-E**

(Street)

in **ATLANTA**, County of **FULTON**, Georgia.
(City or Town)

This permit is effective **December 17, 2009** and remains in effect unless revoked or suspended.

"This permit is granted pursuant to the authority vested in the Department of Community Health, Official Code of Georgia, Annotated Title 31, Chapter 7, and signifies that the provider complies with the Rules and Regulations of the Department of Community Health on the date this license was issued."

THIS PERMIT IS NOT TRANSFERABLE

Permit No: **060-141**

In Witness Whereof, we have hereunto set our hand this **22ND** day of **DECEMBER**, **2009**.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

HEALTHCARE FACILITY REGULATION DIVISION

Doug Colburn, Division Chief

STATE OF CONNECTICUT
Department of Public Health
LICENSE

License No. 0036

Outpatient Clinic

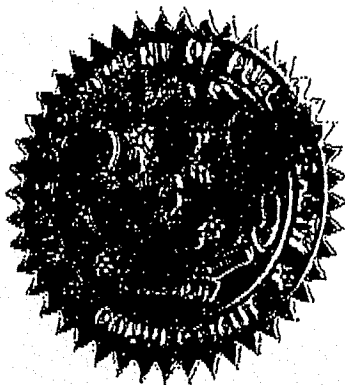
In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:
Connecticut Public Health Code, Section 19-13-D54 and Section 19a-116-1:

Summit Women'S Center, Inc. of Bridgeport, CT, d/b/a Summit Women'S Center, Inc. - Bridgeport is hereby licensed to maintain and operate a Family Planning Clinic.

Summit Women'S Center, Inc. - Bridgeport is located at 3787 Main Street, Bridgeport, CT 066

This license expires March 31, 2014 and may be revoked for cause at any time.

Dated at Hartford, Connecticut, April 1, 2010.



J Robert Galvin MD, MPH, MBA

J. Robert Galvin, MD, MPH, MBA, Commissioner

STATE OF CONNECTICUT
Department of Public Health

LICENSE

License No. 0013

Outpatient Clinic

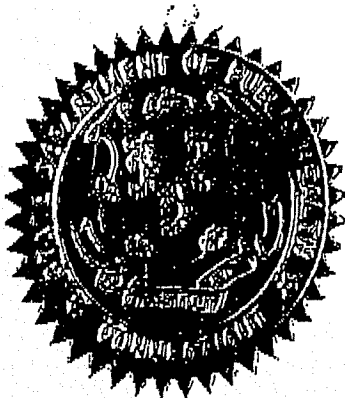
In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:
Connecticut Public Health Code, Section 19-13-D54 and Section 19a-116-1:

Summit Medical Center of Hartford, CT, d/b/a Summit Medical Center is hereby licensed to maintain
and operate a Family Planning Clinic.

Summit Medical Center is located at 360 Market Street, Hartford, CT 06120.

This license expires **June 30, 2013** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2009. RENEWAL.



J Robert Galvin MD, MPH, MBA

J. Robert Galvin, MD, MPH, MBA, Commissioner



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

September 27, 2012

Via Email at Tanya@summitcenters.com

Tanya Little, Administrator
Summit Medical Center
360 Market Street
Hartford, Ct 06120

Dear Ms. Little:

This office is in receipt of your letter indicating that your clinic ceased to exist on August 15, 2012. Thank you, however, there are Statutory requirements that need to be fulfilled.

Section 19a-490b (e) states in part... *"Each institution...that ceases to operate shall at the time it relinquishes its license to the department, provide to the department a certified document specifying: (1) The location at which patient health records will be stored; (2) the procedure that has been established for patients, former patients or their authorized representative to secure access to such health records; (3) provisions for storage, should the storage location cease to operate or change ownership..."*

We have received your letter dated September 20, 2012 which indicates that the records will be stored for (4) four years at the Bridgeport, CT location. It does not indicate a procedure to retrieve records if the Bridgeport storage facility changes ownership or ceases to exist.

Also, we need to receive the license that shows the expiration date of June 2013.

Please submit the above required information as soon as it becomes available so that we may close out the facility file.

If you have any questions, please do not hesitate to contact me at (860) 509-7444 or at via email at Rose.C.McLellan@ct.gov.

Sincerely,

Rose McLellan

License & Applications Supervisor
Facility Licensing & Investigations Section



Phone: (860) 509-7444
Telephone Device for the Deaf (860) 509-7191
410 Capitol Avenue - MS # 12HSR
P O Box 340308 Hartford, CT 06134

Effective Date: 10/19/12
Expiration Date: 10/19/13

State of Nevada
Department of Health and Human Services
Division of Health
Bureau of Health Care Quality and Compliance

Permit Number
6131OPF-1

This Is To Certify That
BIRTH CONTROL CARE CENTER

872 E SAHARA AVE
LAS VEGAS NV 89104


is hereby permitted as a(n)

Outpatient Facility

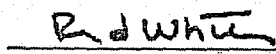
as provided for in Chapters 439 and 449 of the Nevada Revised Statutes and the Nevada Administrative Code and the standards, rules and regulations adopted by the Board of Health.

This facility is permitted to provide the following:

OUTPATIENT FACILITY - PERMITTED IN ACCORDANCE WITH NRS 449.442


PAUL ISAACSON, MD/Administrator

STANLEY & ISAACSON BCC, PC/Owner


Richard Whitley M.S./Administrator

rFacLic

Please display this permit conspicuously.

Dear Administrator/Director:

Should you have any changes such as name, Administrator, location, number of beds or Change of Ownership, please contact the Carson City office at (775) 684-1030 so that we may send you the appropriate forms.

Your facility has been assigned a unique number. When you contact our office, please be prepared to give the complete permit number, as well as the name listed on the permit, to bureau staff. This will speed our ability in serving you.

**BIRTH CONTROL CARE CENTER
872 E SAHARA AVE
LAS VEGAS NV 89104**

If your permit is not completely accurate, please contact the Carson City office at (775) 684-1030 so that we may resolve any problems immediately.

Sincerely,

Richard Whitley, Administrator

**STATE BOARD OF HEALTH
FOR THE STATE OF ALABAMA**

ALABAMA DEPARTMENT)
OF PUBLIC HEALTH)

v.)

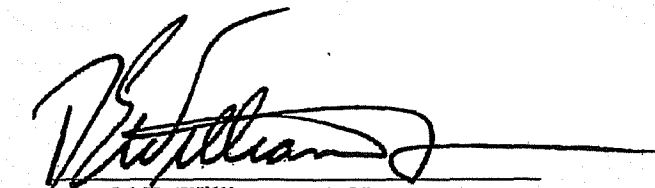
) Case No. ADPH/OGC No. 10-0123
)

SUMMIT WOMEN'S CENTER)
OF MONTGOMERY, INC., d/b/a)
BEACON WOMEN'S CENTER)

CONSENT ORDER

Now comes the State Health Officer, who having reviewed the terms and conditions of the attached Consent Agreement, hereby orders that the terms and conditions of said agreement be fully implemented by the parties.

This final administrative order is hereby entered on this the 8th day of June, 2010.


Donald E. Williamson, M.D.
State Health Officer

STATE BOARD OF HEALTH
FOR THE STATE OF ALABAMA

ALABAMA DEPARTMENT OF
PUBLIC HEALTH

v.

SUMMIT WOMEN'S CENTER
OF MONTGOMERY, INC., d/b/a
BEACON WOMEN'S CENTER

Case No. ADPH/OGC-10-0123

CONSENT AGREEMENT

Now come the parties, the Alabama Department of Public Health (hereinafter "the Department") and Summit Women's Center of Montgomery, Inc., d/b/a Beacon Women's Center (hereinafter "Beacon"), and in accordance with § 22-21-25, *Code of Alabama 1975*, settle the dispute over the status of the license to operate the abortion and reproductive health facility known as Beacon Women's Center, located at 1011 Monticello Court, in Montgomery, Alabama, by hereby entering into this Consent Agreement, the terms of which are as follows:

1. Beacon shall voluntarily relinquish its license to operate an abortion or reproductive health facility to the Department.
2. Beacon shall not schedule any further abortion procedures after June 1, 2010.
3. Beacon shall not perform any further abortion procedures after June 11, 2010.
4. Beacon shall remain open and available for patient follow-up through the close of business on June 18, 2010. Thereafter, Beacon agrees that the facility shall close and that it shall return its license certificate to the Department.
5. Beacon shall submit a medical records disposition plan to the Department that contains provisions for the proper storage, safeguarding and confidentiality, transfer or disposal

of its medical records in accordance with Rule 420-5-1-.02(8)(f), *Alabama Administrative Code*.
Said disposition plan shall be submitted to the Department on or before June 4, 2010.

6. Beacon waives any and all right to challenge, contest or appeal any action heretofore taken by the Department against Beacon, including the citation of deficiencies.

7. Nothing in this Consent Agreement shall be construed to limit or prohibit the Department from taking other enforcement action against Beacon should it violate the terms of this Consent Agreement or the Rules of the State Board of Health. Beacon acknowledges that it remains obligated to fully comply with the Rules of the State Board of Health until the facility is closed and the license relinquished.

8. This Consent Agreement shall be final and binding upon the parties, their successors and assigns, upon execution by the undersigned, who represent and warrant that they are authorized to enter this Consent Agreement on behalf of the parties hereto.

9. This Consent Agreement shall be incorporated into a final Consent Order to be entered by the State Health Officer and to be subject to enforcement by the Department.

DONE and ENTERED on this the 4th day of JUNE, 2010.

By: J. Jamil Wallace for Rick Harris
As Its: Bureau Director
Date: 6/8/2010

By: [Signature]
As Its: Secretary
Date: 6/10/10

ALABAMA DEPARTMENT OF
PUBLIC HEALTH

SUMMIT WOMEN'S CENTER OF
MONTGOMERY, INC., d/b/a BEACON
WOMEN'S CENTER



Medical Marijuana Program

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

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



Section 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:



27. Date Signed:

11/14/13

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:



29. Date Signed:

11/14/13



Medical Marijuana Program

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

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



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"/> 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 Backer: Canna, LLC.						
3. Trade Name of Backer (if applicable): Canna Advisors						
4. Street Address (including Apartment or Suite #): 2525 Arapahoe Avenue, Suite E4-325						
5. City: Boulder				6. State: CO	7. Zip Code: 80302	
8. Daytime Telephone Number: (720) 708-3154		9. Fax Number:			10. E-mail Address: di@thinkcanna.com	

Section B: Backer Members	
<p>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.</p> <p>Each member of a backer identified in response to this section must complete either:</p> <ul style="list-style-type: none"> • 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
John Jay Czarkowski	50%
Diane J. Czarkowski	50%



Medical Marijuana Program

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

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



Section 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 CO	14. Issue Date (month/year): 07/11 Expiration Date (month/year): 07/13	15. Type: Medical Marijuana Key	16. Number: M00185
17. State CO	18. Issue Date (month/year): [REDACTED] Expiration Date (month/year): [REDACTED]	19. Type: [REDACTED]	20. Number: [REDACTED]

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

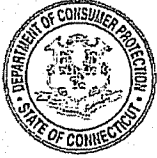
25. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

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.

Appendix B; Section D for Diane J. Czarkowski

Question 21:

On February 28, 2013, Diane J. Czarkowski filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code; Case 313-12759 SBB. On June 7, 2013 the discharge was granted.



Medical Marijuana Program

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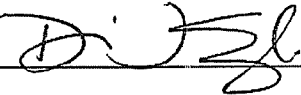
E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



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:

▶ 

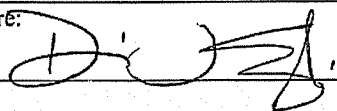
27. Date Signed:

9/23/13

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

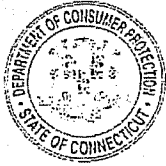
I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General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

28. Signature:

▶ 

29. Date Signed:

9/23/13



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

2. Legal Name of Backer:

TLC10, LLC

3. Trade Name of Backer (if applicable):

4. Street Address (including Apartment or Suite #):

61 Silliman Street

5. City:
Fairfield

6. State:
CT

7. Zip Code:
06824

8. Daytime Telephone Number:
(203) 505-5739

9. Fax Number:
(203) 866-8885

10. E-mail Address:
cmayle99@gmail.com

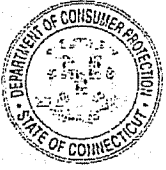
Section B: Backer Members

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
Chris G Mayle	100%



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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 CT	14. Issue Date (month/year): 04/13 Expiration Date (month/year): 04/14	15. Type: Swimming Pool Builder	16. Number: SPB.0000037
17. State CT	18. Issue Date (month/year): 11/12 Expiration Date (month/year): 10/13	19. Type: Plumbing and Piping	20. Number: PLM.0285767-SP1

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:

27. Date Signed:

9/18/2013

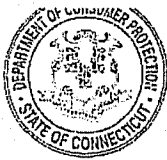
I hereby certify that the above information is correct and complete.

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.

28. Signature:

29. Date Signed:

9/18/2013



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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"/> 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 Backer: Schwa Holding, LLC						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): 8 Tower Dr.						
5. City: Weston				6. State: CT	7. Zip Code: 06883	
8. Daytime Telephone Number: 917.992.4144		9. Fax Number: 203.557.0382			10. E-mail Address: mnschwa@optonline.net	

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
Mark N. Schwartz	100%



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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	14. Issue Date (month/year): Expiration Date (month/year):	15. Type:	16. Number:
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

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:



27. Date Signed:

9/22/13

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:



29. Date Signed:

9/22/13



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Appendix B Dispensary Facility Backer Information Form

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

Section A: Backer Information

1. Backer 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 Backer: Little Buffalo LLC						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): 204 Long Lot Road						
5. City: Westport				6. State: CT	7. Zip Code: 06880	
8. Daytime Telephone Number: (917) 576-1735			9. Fax Number:		10. E-mail Address: Ssholes12@yahoo.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): Seth Roger Sholes	12. Percentage of ownership 100%



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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	14. Issue Date (month/year): SEE ATTACHED Expiration Date (month/year):	15. Type:	16. Number:
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

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.

SETH ROGER SHOLES

ATTACHMENT TO SECTION C
Items 13-20
Licenses, Permits and Regulations

State of New York

Issue Date	Type	Number	Expiration Date
11/19/1983	Series 7		8/11/2013
5/16/2000	Series 55		8/11/2013
12/13/1984	Series 63		8/11/2013



STATE OF CONNECTICUT
Department of Consumer Protection
Liquor Control Division

11/6/2012

Liquor Locker
Attn: Harvey Skolnick
411 Post Road East
Westport Ct 06880

RE: TRANSFER OF INTEREST REQUEST

Dear Mr. Skolnick:

Please be advised that this letter is in response to your request submitted July 15, 2012, for a Transfer of Interest. This request has been approved by the Liquor Control Commission for the backer known as LIQUOR LOCKER LLC on November 6, 2012.

We are changing our records to reflect the new ownership as shown below.

HARVEY SKOLNICK	50 % INTEREST
SETH SHOLES	50 % INTEREST

Regards,

Susan Hack for,
John Suchy
Director, Liquor Control

This liquor permit is not in effect until filed with the Town Clerk CGS Section 30-53

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

LIQUOR PERMIT

This certifies that

HARVEY J SKOLNICK

411 POST RD E

WESTPORT, CT 06880-4401

is authorized to sell such alcoholic liquor as is provided by law under permit number

PACKAGE STORE LIQUOR

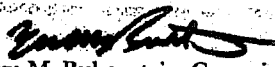
Permit # LIP.0013208

Trade Name: **LIQUOR LOCKER**

Backer: **LIQUOR LOCKER LLC**

Effective: 10/19/2013

Expiration: 10/18/2014


William M. Rubenstein, Commissioner



Medical Marijuana Program

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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:

27. Date Signed:

9/23/2013

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.

28. Signature:

29. Date Signed:

9/23/2013



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Appendix B Dispensary Facility Backer Information Form

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

Section A: Backer Information						
1. Backer 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 Backer: MDM55 LLC						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): 336 Sunset Road						
5. City: Pompton Plains				6. State: NJ	7. Zip Code: 07444	
8. Daytime Telephone Number: (917) 902-5951			9. Fax Number:		10. E-mail Address: Musto555@yahoo.com	

Section B: Backer Members	
<p>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.</p> <p>Each member of a backer identified in response to this section must complete either:</p> <ul style="list-style-type: none"> 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): Joseph Musto	12. Percentage of ownership 100%



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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	14. Issue Date (month/year): See Attached Expiration Date (month/year):	15. Type:	16. Number:
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

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.

Response to Appendix B, Section C
Items 13-20

JOSEPH MUSTO

EXAM HISTORY

Exam	Enrollment ID	Exam Status	Status Date	Exam Date	Grade	Score	Window Begin Date	Window End Date
S7	19964474	Official Result	03/17/1990	03/17/1990	Passed	80		
S24	19964471	Official Result	08/04/2000	08/03/2000	Passed	76	04/08/2000	08/06/2000
S55	19964472	Official Result	03/20/2000	03/17/2000	Passed	83	04/20/1998	10/01/2000
S63	19964473	Window Expired	06/23/1990			0		



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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:

▶

27. Date Signed:

9/16/13

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:

▶

29. Date Signed:

9/16/13



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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"/> 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 Backer: Gare, LLC						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): 31 Bridge Road						
5. City: Weston			6. State: CT		7. Zip Code: 06883	
8. Daytime Telephone Number: 203-858-4200		9. Fax Number: 203-866-8885			10. E-mail Address: marcg@aol.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): Marc Steven Gare	12. Percentage of ownership 100%



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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	14. Issue Date (month/year): 12/11/12 Expiration Date (month/year): 11/30/13	15. Type: [REDACTED]	16. Number: [REDACTED]
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

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.



Medical Marijuana Program

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

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



Section 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:



27. Date Signed:

9/22/13

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:



29. Date Signed:

9/22/13



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Appendix B Dispensary Facility Backer Information Form

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

Section A: Backer Information

1. Backer business type:

<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input 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 Backer:
Elaine J. Lonergan

3. Trade Name of Backer (if applicable):

4. Street Address (including Apartment or Suite #):
1 Janson Drive

5. City:
Westport

6. State:
CT

7. Zip Code:
06880

8. Daytime Telephone Number:
(203) 221-1316

9. Fax Number:
(203) 221-8151

10. E-mail Address:
elainelonergan@yahoo.com

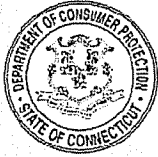
Section B: Backer Members

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



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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	14. Issue Date (month/year): Expiration Date (month/year):	15. Type:	16. Number:
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

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:



Elaine J. Long

27. Date Signed:

11-11-13

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

I fully understand that if I knowingly make a statement that is un true 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:



Elaine J. Long

29. Date Signed:

11-11-13



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Appendix B Dispensary Facility Backer Information Form

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

Section A: Backer Information						
1. Backer 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 Backer: Robert Tendler						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): 916B Heritage Village						
5. City: Southbury				6. State: CT	7. Zip Code: 06488	
8. Daytime Telephone Number: (203) 733-1962			9. Fax Number: (203) 267-7785		10. E-mail Address: bobtrph@gmail.com	

Section B: Backer Members	
<p>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.</p> <p>Each member of a backer identified in response to this section must complete either:</p> <ul style="list-style-type: none"> 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): Robert Tendler	12. Percentage of ownership 7.5%



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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 CT	14. Issue Date (month/year): 2/20/12 Expiration Date (month/year): 1/31/14	15. Type: Pharmacist	16. Number: 0006411
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

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

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

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

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

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.



Medical Marijuana Program

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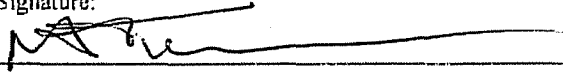
E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



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:

▶ 

27. 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.

28. Signature:

▶ 

29. Date Signed:

11/8/13

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

ROBERT TENDLER
916B HERITAGE VILLAGE
SOUTHURY, CT 06488-1337

has been certified by the Department of Consumer Protection as a licensed

PHARMACIST
License # **ABC 20006411**

Effective: 02/01/2012
Expiration: 01/31/2014


William M. Rubenstein, Commissioner



Medical Marijuana Program

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

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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): David Bradley Lipton		
2. Street Address (including Apartment or Suite #): 2 Janson Drive		
3. City: Westport	4. State: CT	5. Zip Code: 06880
6. Title: CEO & CFO	7. Telephone Number: (203) 0811	8. E-mail Address: Davidlipton@gmail.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. Aztec Management	Date of Employment: Start Date: 1994 End Date: Present	
14. Employer Address (including Apartment or Suite #): 61 Unquowa Road		
15. City: Fairfield	16. State: CT	17. Zip Code: 06824
18. Telephone Number: (203) 259-0811	19. Fax Number: (203) 549-0949	20. E-mail Address: Davidlipton@gmail.com

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 E: 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. SEE ATTACHED

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

DAVID LIPTON

Summit Women's Center, Inc. A Connecticut licensed medical facility specializing in family planning services. 3787 Main Street, Bridgeport, CT 06606. I began working at the clinic in 1994, and in 1995-1996 I held the position as the facility administrator. I have held an active role in the management (Aztec Management Company) of this facility since, and I acquired full ownership in 2008. I have daily interaction with my staff and physicians as part of ongoing Quality Assurance and Policy reviews. I handle all legal and financial oversight of the entity.

The clinic consistently performs well in its annual inspection performance.

As an owner and manager of this licensed and regulated facility in Connecticut along with the other licensed entities that I am an owner and manager of, has provided me with many skills to handle compliance and regulatory issues. The medical marijuana industry is one that I feel I am very well suited to handle. I am someone who has committed the majority of my professional years working to keep my Women's healthcare facilities open in the face of attacks, negative stigmas, and strict regulatory requirements.

I am more than passionate about the professionalism and patient care at my centers, and believe fully that I have an obligation to provide safe and accessible healthcare. I have now spent the last 16 months working towards providing this same attention to providing patients in CT the same access to a new medical choice. I never thought at the outset of getting involved that I would evolve into such an advocate for the choice of Medical Marijuana.

I feel utilizing my experience gained over the last 18 years and my attention to regulations and compliance I am a very good candidate to oversee a marijuana production facility as well as a medical marijuana dispensary.

Aztec Management Company. This company is located at 61 Unquowa Road, Fairfield, Connecticut 06824. I started with Aztec Management in 1997 and took 100% ownership in 2008. I employ myself and 3 other staff at this office to manage the day to day financial, legal, insurance and administrative oversight of the centers that I am an owner of. We are currently managing Women's healthcare facilities in Detroit, Atlanta, Greensboro, Las Vegas and Bridgeport.

I wear many hats for my companies, daily and monthly financial oversight, marketing, legal, staffing, key decision making, patient feedback, regulatory issues and many more. I am currently in the process of licensing my facility in Detroit, MI and successfully licensed my clinic last year in Las Vegas, NV. These have provided me with an opportunity to learn new regulations and renovate existing facilities to meet the new codes and standards. I have also had to rewrite all existing policy and procedures to perform to the new regulations. In Nevada I am proud to say that we one of the only Women's healthcare facilities to pass AAAASF protocols and be awarded a newly issued outpatient facility license.

I believe I am a very qualified candidate to implement the new medical marijuana regulations and comply with them.

ADVANCED GROW LABS L.L.C.

APPENDIX E

RESPONSE TO ITEMS 29-36
Licenses, Permits and Registrations

<u>Company List #</u>	<u>Tax ID #</u>	<u>Effect Date/ Expiration Date</u>	<u>License #</u>
Birth Control Care Center	20-8140941	10/19/12 / Current	6131OPF-1
Summit Medical Associates	58-1965193	Prior Management Obtained Licenses	060-141
Summit Women's Center	06-0925484	1980 / Current	0036
Summit Medical Center	06-1052865	1980 / 8/15/2012	0013
Summit Women's Center of Montogery DBA Beacon Womens Clinic	63-0856105	1982 / 6/11/2010	
Decker & Watson Piedmont-Carolina Medical Clinic	20-5831235	Prior Management Obtained Licenses	AB0015

State of North Carolina
Department of Health and Human Services
Division of Health Service Regulation

Effective January 01, 2013 this certificate is issued to

Decker & Watson, Inc.

to operate an abortion clinic known as

Piedmont-Carolina Medical Clinic

located at 2425 Randleman Rd

Greensboro, North Carolina.

*This certificate is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2013.*

Facility ID: 943400

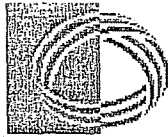
Certificate Number: AB0015

Authorized by:

Alber A. John



Dwight R. ...



GEORGIA DEPARTMENT OF
COMMUNITY HEALTH

STATE OF GEORGIA PERMIT

This is to certify that a permit is hereby granted to

SUMMIT MEDICAL ASSOCIATES, P.C.

(Name of Governing Body)

to maintain and operate an **AMBULATORY SURGICAL TREATMENT CENTER** named as

SUMMIT MEDICAL ASSOCIATES

(Name of Facility)

Approval is granted to provide the following services:

OBSTETRICAL/GYNECOLOGICAL SERVICES, ABORTION THROUGH 26 WEEKS

Said facility and premises are located at

1874 PIEDMONT RD, NE, SUITE 500-E

(Street)

in

ATLANTA

(City or Town)

, County of

FULTON

, Georgia.

This permit is effective

December 17, 2009

and remains in effect unless revoked or suspended.

"This permit is granted pursuant to the authority vested in the Department of Community Health, Official Code of Georgia, Annotated Title 31, Chapter 7, and signifies that the provider complies with the Rules and Regulations of the Department of Community Health on the date this license was issued."

THIS PERMIT IS NOT TRANSFERABLE

Permit No:

060-141

In Witness Whereof, we have hereunto set our hand this

22ND

day of

DECEMBER

2009

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

HEALTHCARE FACILITY REGULATION DIVISION

Doug Colburn, Division Chief

STATE OF CONNECTICUT
Department of Public Health
LICENSE

License No. 0036

Outpatient Clinic

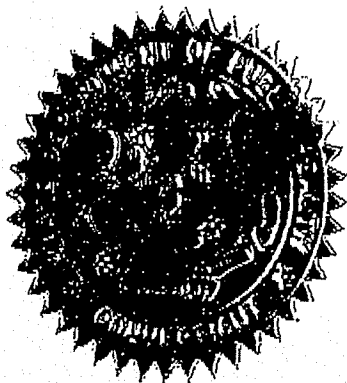
In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:
Connecticut Public Health Code, Section 19-13-D54 and Section 19a-116-1:

Summit Women'S Center, Inc. of Bridgeport, CT, d/b/a Summit Women'S Center, Inc. - Bridgeport is hereby licensed to maintain and operate a Family Planning Clinic.

Summit Women'S Center, Inc. - Bridgeport is located at 3787 Main Street, Bridgeport, CT 066

This license expires **March 31, 2014** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, April 1, 2010.



J Robert Galvin MD, MPH, MBA

J. Robert Galvin, MD, MPH, MBA, Commissioner

STATE OF CONNECTICUT
Department of Public Health
LICENSE

License No. 0013

Outpatient Clinic

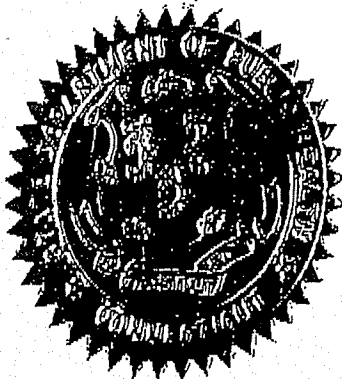
In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:
Connecticut Public Health Code, Section 19-13-D54 and Section 19a-116-1:

Summit Medical Center of Hartford, CT, d/b/a Summit Medical Center is hereby licensed to maintain
and operate a Family Planning Clinic.

Summit Medical Center is located at 360 Market Street, Hartford, CT 06120.

This license expires **June 30, 2013** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2009. RENEWAL.



J. Robert Galvin MD, MPH, MBA

J. Robert Galvin, MD, MPH, MBA, Commissioner



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

September 27, 2012

Via Email at Tanya@summitcenters.com

Tanya Little, Administrator
Summit Medical Center
360 Market Street
Hartford, Ct 06120

Dear Ms. Little:

This office is in receipt of your letter indicating that your clinic ceased to exist on August 15, 2012. Thank you, however, there are Statutory requirements that need to be fulfilled.

Section 19a-490b (e) states in part... *"Each institution...that ceases to operate shall at the time it relinquishes its license to the department, provide to the department a certified document specifying: (1) The location at which patient health records will be stored; (2) the procedure that has been established for patients, former patients or their authorized representative to secure access to such health records; (3) provisions for storage, should the storage location cease to operate or change ownership..."*

We have received your letter dated September 20, 2012 which indicates that the records will be stored for (4) four years at the Bridgeport, CT location. It does not indicate a procedure to retrieve records if the Bridgeport storage facility changes ownership or ceases to exist.

Also, we need to receive the license that shows the expiration date of June 2013.

Please submit the above required information as soon as it becomes available so that we may close out the facility file.

If you have any questions, please do not hesitate to contact me at (860) 509-7444 or at via email at Rose.C.McLellan@ct.gov.

Sincerely,

Rose McLellan

License & Applications Supervisor
Facility Licensing & Investigations Section



Phone: (860) 509-7444
Telephone Device for the Deaf (860) 509-7191
410 Capitol Avenue - MS # 12HSR

Effective Date: 10/19/12
Expiration Date: 10/19/13

State of Nevada
Department of Health and Human Services
Division of Health
Bureau of Health Care Quality and Compliance

Permit Number
6131OPF-1

This Is To Certify That
BIRTH CONTROL CARE CENTER

872 E SAHARA AVE
LAS VEGAS NV 89104

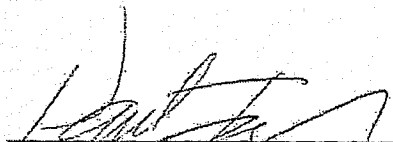
is hereby permitted as a(n)

Outpatient Facility

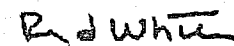
as provided for in Chapters 439 and 449 of the Nevada Revised Statutes and the Nevada Administrative Code and the standards, rules and regulations adopted by the Board of Health.

This facility is permitted to provide the following:

OUTPATIENT FACILITY - PERMITTED IN ACCORDANCE WITH NRS 449.442


PAUL ISAACSON, MD/Administrator

STANLEY & ISAACSON BCC, PC/Owner


Richard Whitley M.S./Administrator

rFacLic

Please display this permit conspicuously.

Dear Administrator/Director:

Should you have any changes such as name, Administrator, location, number of beds or Change of Ownership, please contact the Carson City office at (775) 684-1030 so that we may send you the appropriate forms.

Your facility has been assigned a unique number. When you contact our office, please be prepared to give the complete permit number, as well as the name listed on the permit, to bureau staff. This will speed our ability in serving you.

BIRTH CONTROL CARE CENTER
872 E SAHARA AVE
LAS VEGAS NV 89104

If your permit is not completely accurate, please contact the Carson City office at (775) 684-1030 so that we may resolve any problems immediately.

Sincerely,

Richard Whitley, Administrator

STATE BOARD OF HEALTH
FOR THE STATE OF ALABAMA

ALABAMA DEPARTMENT)
OF PUBLIC HEALTH)

v.)

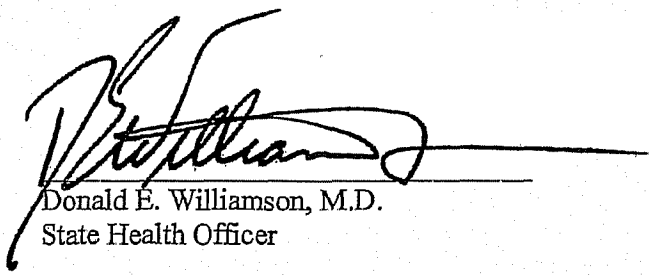
Case No. ADPH/OGC No. 10-0123)

SUMMIT WOMEN'S CENTER)
OF MONTGOMERY, INC., d/b/a)
BEACON WOMEN'S CENTER)

CONSENT ORDER

Now comes the State Health Officer, who having reviewed the terms and conditions of the attached Consent Agreement, hereby orders that the terms and conditions of said agreement be fully implemented by the parties.

This final administrative order is hereby entered on this the 8th day of June, 2010.


Donald E. Williamson, M.D.
State Health Officer

STATE BOARD OF HEALTH
FOR THE STATE OF ALABAMA

ALABAMA DEPARTMENT OF
PUBLIC HEALTH)

v.)

Case No. ADPH/OGC-10-0123

SUMMIT WOMEN'S CENTER)
OF MONTGOMERY, INC., d/b/a)
BEACON WOMEN'S CENTER)

CONSENT AGREEMENT

Now come the parties, the Alabama Department of Public Health (hereinafter "the Department") and Summit Women's Center of Montgomery, Inc., d/b/a Beacon Women's Center (hereinafter "Beacon"), and in accordance with § 22-21-25, *Code of Alabama 1975*, settle the dispute over the status of the license to operate the abortion and reproductive health facility known as Beacon Women's Center, located at 1011 Monticello Court, in Montgomery, Alabama, by hereby entering into this Consent Agreement, the terms of which are as follows:

1. Beacon shall voluntarily relinquish its license to operate an abortion or reproductive health facility to the Department.
2. Beacon shall not schedule any further abortion procedures after June 1, 2010.
3. Beacon shall not perform any further abortion procedures after June 11, 2010.
4. Beacon shall remain open and available for patient follow-up through the close of business on June 18, 2010. Thereafter, Beacon agrees that the facility shall close and that it shall return its license certificate to the Department.
5. Beacon shall submit a medical records disposition plan to the Department that contains provisions for the proper storage, safeguarding and confidentiality, transfer or disposal

of its medical records in accordance with Rule 420-5-1-.02(8)(f), *Alabama Administrative Code*.
Said disposition plan shall be submitted to the Department on or before June 4, 2010.

6.. Beacon waives any and all right to challenge, contest or appeal any action heretofore taken by the Department against Beacon, including the citation of deficiencies.

7. Nothing in this Consent Agreement shall be construed to limit or prohibit the Department from taking other enforcement action against Beacon should it violate the terms of this Consent Agreement or the Rules of the State Board of Health. Beacon acknowledges that it remains obligated to fully comply with the Rules of the State Board of Health until the facility is closed and the license relinquished.

8. This Consent Agreement shall be final and binding upon the parties, their successors and assigns, upon execution by the undersigned, who represent and warrant that they are authorized to enter this Consent Agreement on behalf of the parties hereto.

9. This Consent Agreement shall be incorporated into a final Consent Order to be entered by the State Health Officer and to be subject to enforcement by the Department.

DONE and ENTERED on this the 4th day of June, 2010.

By: [Signature] for Rick Harris
As Its: Bureau Director
Date: 6/8/2010

By: [Signature]
As Its: Secretary
Date: 6/4/10

ALABAMA DEPARTMENT OF
PUBLIC HEALTH

SUMMIT WOMEN'S CENTER OF
MONTGOMERY, INC., d/b/a BEACON
WOMEN'S CENTER



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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 identity 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): Seth Roger Sholes			
2. Street Address (including Apartment or Suite #): 204 Long Lots Road			
3. City: Westport		4. State: CT	5. Zip Code: 06880
6. Title:		7. Telephone Number: (917) 576-1735	8. E-mail Address: Ssholes12@yahoo.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. Liquor Locker LL (Partner)		Date of Employment: Start Date: April 2012 End Date:	
14. Employer Address (including Apartment or Suite #): 411 Post Road East			
15. City: Westport		16. State: CT	17. Zip Code: 06880
18. Telephone Number: (203) 227-5094	19. Fax Number: (203) 227-1497	20. E-mail Address: Ssholes12@yahoo.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 E: 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	30. Issue Date (month/year): SEE ATTACHED	31. Type:	32. Number:
	Expiration Date (month/year):		
33. State	34. Issue Date (month/year):	35. Type:	36. Number:
	Expiration Date (month/year):		

ATTACHMENT TO APPENDIX C
Section E, Items 27-28
Other Relevant Business Experience

Seth Sholes- Executive Vice President Finance

Westport, Connecticut

I believe that owning and running a liquor store, which I do now, is relevant to operating a dispensary facility as it is also highly regulated. The business I own, with my uncle, is called Liquor Locker, LLC. A retail establishing selling liquor, wine, and beer, Liquor Locker is located at 411 Post Road East, Westport, CT 06880. I have the managing partner since April of 2012 to the present. This business is very familiar to me as it has been in my family since 1968. During my tenure, no laws or regulations have been violated. When I went into this business we relocated to a new place, built out the space, and attained a new liquor POS system. Specific regulatory issues that I have dealt with since become a partner included: Removal Application, Transfer of Interest Application, Planning & Zoning, and the Building Department.

SETH ROGER SHOLES

ATTACHMENT TO APPENDIX C
Section E, Items 29-36
Licenses, Permits and Regulations

State of New York

Issue Date	Type	Number	Expiration Date
11/19/1983	Series 7		8/11/2013
5/16/2000	Series 55		8/11/2013
12/13/1984	Series 63		8/11/2013



STATE OF CONNECTICUT
Department of Consumer Protection
Liquor Control Division

11/6/2012

Liquor Locker
Attn: Harvey Skolnick
411 Post Road East
Westport Ct 06880

RE: TRANSFER OF INTEREST REQUEST

Dear Mr. Skolnick:

Please be advised that this letter is in response to your request submitted July 15, 2012, for a Transfer of Interest. This request has been approved by the Liquor Control Commission for the backer known as LIQUOR LOCKER LLC on November 6, 2012.

We are changing our records to reflect the new ownership as shown below.

HARVEY SKOLNICK	50 % INTEREST
SETH SHOLES	50 % INTEREST

Regards,

Susan Hack for,
John Suchy
Director, Liquor Control

This liquor permit is not in effect until filed with the Town Clerk CGS Section 30-53

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

LIQUOR PERMIT

This certifies that

HARVEY J SKOLNICK

411 POST RD E

WESTPORT, CT 06880-4401

is authorized to sell such alcoholic liquor as is provided by law under permit number

PACKAGE STORE LIQUOR

Permit # LIP.0013208

Trade Name: **LIQUOR LOCKER**

Backer: **LIQUOR LOCKER LLC**

Effective: **10/19/2013**

Expiration: **10/18/2014**


William M. Rubenstein, Commissioner



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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:

9/23/2013



Medical Marijuana Program

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

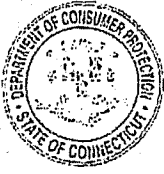
I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General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

44. Signature:



45. Date Signed:

9/23/2013



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Appendix C

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

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

Section A: Personal Information

1. Name (First, Middle, Last): Chris G Mayle		
2. Street Address (including Apartment or Suite #): 61 Silliman Street		
3. City: Fairfield	4. State: CT	5. Zip Code: 06824
6. Title: Vice President	7. Telephone Number: (203) 505-5739	8. E-mail Address: cmayle99@gmail.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. Perry Pools and Spas		Date of Employment: Start Date: 4/2007 End Date: :	
14. Employer Address (including Apartment or Suite #): 72 Fort Point Street			
15. City: Norwalk	16. State: CT	17. Zip Code: 06855	
18. Telephone Number: (203) 853-9577	19. Fax Number: (203) 866-8885	20. E-mail Address: perry pools@aol.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

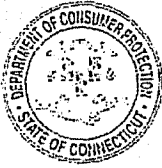
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- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

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): 04/12/2013 Expiration Date (month/year): 04/13/2013	31. Type: [REDACTED]	32. Number: [REDACTED]
33. State CT	34. Issue Date (month/year): 11/12 Expiration Date (month/year): 10/13	35. Type: [REDACTED]	36. Number: [REDACTED]



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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.

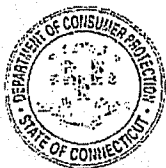
Section I: Criminal Background Check

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:

9/18/13



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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:

9/18/13



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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): Mark N. Schwartz			
2. Street Address (including Apartment or Suite #): 8 Tower Dr.			
3. City: Weston		4. State: CT	5. Zip Code: 06883
6. Title: V.P. of Communications		7. Telephone Number: 917.992.4144	8. E-mail Address: mnschwa@optonline.net
[Redacted]		9. [Redacted] Number:	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information

12. Current or Most Recent Employer: 13. Self-Employed		Date of Employment: Start Date: End Date: :	
14. Employer Address (including Apartment or Suite #): 8 Tower Dr.			
15. City: Weston		16. State: CT	17. Zip Code: 06883
18. Telephone Number: 917.992.4144		19. Fax Number: 203.557.0382	20. E-mail Address: mnschwa@optonline.net

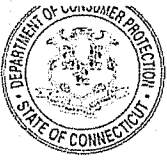
Section C: Pharmacy Business Experience

21. Do you have any experience controlling, managing, operating or working for a pharmacy?
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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:

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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

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- The business name;
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- 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

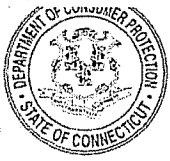
Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

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

ATTACHMENT TO APPENDIX C
Section E, Items 27-28
Other Relevant Business Experience

Mark Schwartz-Executive Vice President of Communications

Having grown-up with two physician parents, I have been exposed to the hardships and joys of being a healthcare provider. This has inspired me to get involved in the MMJ business to assist patients who suffer from chronic illnesses. My years with Medixpress gave me direct insight into the commercial aspects of medical care. Setting-up transcription and telephone answering services allowed me to have direct contact with physicians, as well as their managerial staff. I believe this experience and knowledge will enable me to help our team to provide the highest level of care to our patients.



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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.

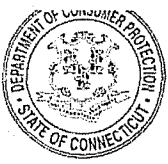
Section I: Criminal Background Check

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:

9/22/13



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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:

9/22/13



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Appendix C

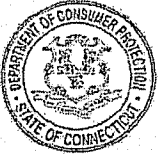
Directors, Owners, Officers or Other High-Level Employees Background Information Form

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

Section A: Personal Information			
1. Name (First, Middle, Last): Joseph Musto			
2. Street Address (including Apartment or Suite #): 336 Sunset Road			
3. City: Pompton Plains		4. State: NJ	5. Zip Code: 07444
6. Title: [REDACTED]		7. Telephone Number: (917) 902-5951	8. E-mail Address: Musto555@yahoo.com
11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female			

Section B: Employment Information			
12. Current or Most Recent Employer: 13. First New York Securities		Date of Employment: Start Date: 9/1/96 End Date:	
14. Employer Address (including Apartment or Suite #): 90 Park Avenue			
15. City: New York		16. State: NY	17. Zip Code: 10016
18. Telephone Number: (917) 902-5951		19. Fax Number:	20. E-mail Address: Musto555@yahoo.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 E: 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	30. Issue Date (month/year): See Attached Expiration Date (month/year):	31. Type:	32. Number:
33. State	34. Issue Date (month/year): Expiration Date (month/year):	35. Type:	36. Number:

Response to Appendix C, Section E
Items 29-36

JOSEPH MUSTO

EXAM HISTORY

Exam	Enrollment ID	Exam Status	Status Date	Exam Date	Grade	Score	Window Begin Date	Window End Date
S7	19964474	Official Result	03/17/1990	03/17/1990	Passed	80		
S24	19964471	Official Result	08/04/2000	08/03/2000	Passed	76	04/08/2000	08/06/2000
S55	19964472	Official Result	03/20/2000	03/17/2000	Passed	83	04/20/1998	10/01/2000
S63	19964473	Window Expired	06/23/1990			0		



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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:

9/16/13



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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:

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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): Marc Steven Gare

2. Street Address (including Apartment or Suite #): 31 Bridge Road

3. City: Weston

4. State: CT

5. Zip Code: 06883

6. Title: Chief Operating Officer

7. Telephone Number: 203-858-4200

8. E-mail Address: marcg@aol.com

Information

12. Current or Most Recent Employer: 13.
New England Enterprises, Inc dba/Perry Pools and Spas

Date of Employment:

Start Date: 1994

End Date: :

14. Employer Address (including Apartment or Suite #): 72 Fort Point Street

15. City: East Norwalk

16. State: CT

17. Zip Code: 06855

18. Telephone Number: 203-853-9577

19. Fax Number: 203-866-8885

20. E-mail Address: perrypools@aol.com

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: SEE ATTACHED

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

Section E: Licenses, Permits and Registrations

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

29. State	30. Issue Date (month/year): 12/1/12 Expiration Date (month/year): 11/30/13	31. Type: [REDACTED]	[REDACTED]
33. State	34. Issue Date (month/year): Expiration Date (month/year):	35. Type:	36. Number:

Marc Gare- Executive Vice President of Sales

Westport, Connecticut

I am the co-owner and president of New England Enterprises, Inc. DBA Perry Pools and spas in East Norwalk, Connecticut. I solely owned and ran this company from 1994 until 2007. As the business grew annually, I decided to bring in a partner in 2007 to help with the responsibilities of running the business and to accelerate and manage the growth of the company. Perry Pools and Spas services hundreds of clients throughout Fairfield County. Perry Pools and Spas is also the owner of a retail store and manages all operations from 72 Fort Point Street in East Norwalk, Connecticut. Perry Pools and Spas has never had a violation in the state of Connecticut or nationally since its inception in 1969 and has an A+ rating with the Better Business Bureau. I believe my history of operating Perry Pools and spas for many years, managing employees, servicing a large discerning clientele, and managing all retail operations provides me with the proper business and logistical experience to effectively, efficiently, and properly contribute to the Connecticut Wellness team.



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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:

9/22/13



Medical Marijuana Program

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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:

9/22/13



Medical Marijuana Program

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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): <i>Elaine Janice Lonergan</i>			
2. Street Address (including Apartment or Suite #): <i>1 Janson Drive</i>			
3. City: <i>Westport</i>	4. State: <i>CT</i>	5. Zip Code: <i>06880</i>	
6. Title:	7. Telephone Number: <i>203 221 1316</i>	8. E-mail Address: <i>elaine.lonergan@yahoo.com</i>	
[REDACTED]		11. Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	

Section B: Employment Information			
12. Current or Most Recent Employer: 13. <i>Self-employed</i>		Date of Employment: Start Date: End Date: :	
14. Employer Address (including Apartment or Suite #): <i>1 Janson Drive</i>			
15. City: <i>Westport</i>	16. State: <i>CT</i>	17. Zip Code: <i>06880</i>	
18. Telephone Number: <i>203 221 1316</i>	19. Fax Number: <i>203 221 5151</i>	20. E-mail Address: <i>elaine.lonergan@yahoo.com</i>	

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



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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:

11-7-13



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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:



Flavio J. Longo

45. Date Signed:

11-7-13



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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): Diane Jean Czarkowski		
2. Street Address (including Apartment or Suite #): 2525 Arapahoe Avenue, Suite E4-325		
3. City: Boulder	4. State: CO	5. Zip Code: 80302
6. Title: Operations Manager	7. Telephone Number: (720) 708-3154	8. E-mail Address: di@thinkcanna.com
9. Date of Birth:	10. Social Security Number:	11. Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female

Section B: Employment Information

12. Current or Most Recent Employer: 13. Canna, LLC		Date of Employment: Start Date: 1/1/13 End Date: :	
14. Employer Address (including Apartment or Suite #): 2525 Arapahoe Avenue, Suite E4-325			
15. City: Boulder	16. State: CO	17. Zip Code: 80302	
18. Telephone Number: (720) 708-3154	19. Fax Number:	20. E-mail Address: di@thinkcanna.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 CO	30. Issue Date (month/year): 05/03/2013 Expiration Date (month/year):	31. Type: [REDACTED]	[REDACTED]
33. State CO	34. Issue Date (month/year): 07/11 Expiration Date (month/year): 07/13	35. Type: Medical Marijuana Key	36. Number: M00185

RESPONSE TO APPENDIX C
Sections D and E, including Question #28

Question 24:

Diane J. Czarkowski was an owner in the medical marijuana business, Boulder Kind Care, LLC. located at 2031 16th Street, Boulder, CO 80302.

Boulder Kind Care, LLC. had production facilities and a dispensary that produced 100% of its own supply of medical marijuana. At the dispensary, medical marijuana, wellness services and other holistic health products were sold to medical marijuana patients.

Diane J. Czarkowski was a 24% owner of the business from its inception in October of 2009. Her roles were

In May of 2012, Diane J. Czarkowski sold her ownership interest in the business.

During Diane J. Czarkowski's involvement with Boulder Kind Care, LLC., the business was not in violation of any state laws or regulations.

Question 25:

Diane J. Czarkowski is a partner in Canna Advisors; a business that provides consulting for other medical marijuana businesses.

Canna Advisors is located at 2525 Arapahoe Avenue, Suite E4-325, Boulder, CO 80302. The company was formed in January of 2013.

Diane's skills are centered on dispensary business operations, patient care, community outreach, product selection and education as well as business planning, and application support.

Neither Diane J. Czarkowski nor Canna Advisors, LLC. has any ownership interest in any other medical marijuana business.

Canna Advisors has never been in violation of any laws or regulations of the state or country in which it operates.



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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:

9/23/13

Appendix C; Section G for Diane J. Czarkowski

Question 37:

On February 28, 2013, Diane J. Czarkowski filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code; Case 313-12759 SBB. On June 7, 2013 the discharge was granted.



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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:

9/23/13



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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): CARY E FRIEDMAN			
2. Street Address (including Apartment or Suite #): 58 WESTFIELD DR.			
3. City: TRUMBULL	4. State: CT	5. Zip Code: 06611	
6. Title: PHARMACIST	7. Telephone Number: 203-452-8132	8. E-mail Address: CARYFRIEDMAN@JUNO.COM	
9. [Redacted]			11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information

12. Current or Most Recent Employer: 13. ACHORN PHARMACY		Date of Employment: Start Date: 6-2001 End Date: STILL EMPLOYED	
14. Employer Address (including Apartment or Suite #): 289 POST RD E			
15. City: WESTPORT	16. State: CT	17. Zip Code: 06880	
18. Telephone Number: 203-226-0741	19. Fax Number: 203-226-3085	20. E-mail Address: CAVANAUGH@HOTMAIL.COM	

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.

RESPONSE TO APPENDIX C
Section C, Items 21-23

CARY E. FRIEDMAN
58 Westfield Drive
Trumbull, CT 06611
(203) 452-8132

PHARMACY LICENSES:	Connecticut	6546	
	Florida	PS 46192	
	Pennsylvania	RP-030750-L	issued 8/1981 currently on hold
	Virginia	6483	issued 4/1982 expired 12/1988
EMPLOYMENT:	Achorn Pharmacy 289 Post Road East Westport, CT 06880 (203)226-0741		Pharmacy Manager/Store Manager June 2001 - Present
	Shamrock Home Care 60 Katona Drive Fairfield, CT 06824 (203)256-7682		Consultant Pharmacist June 1993 - Present
	Walgreen's Pharmacy 138 Heights Road Darien, CT 06820 (203) 655-8904		Pharmacy Manager November 1995 - July 2001 Left job for opportunity to run independent store
	Hancock Pharmacy 1557 Fairfield Avenue Bridgeport, Connecticut 06605 (203) 367-4571		Pharmacist August 1986 - November 1995 Left for better opportunity for advancement
	The Park City Hospital 695 Park Avenue Bridgeport, Connecticut (203) 579-5000		Senior Staff Pharmacist February 1989 - October 1990 Left job because was going to close.
	Edwards Pharmacy 1237 Post Road Riverside, Connecticut (203) 637-3647		Pharmacist August 1985 - August 1986 Left job because commute too long
	Fairfax Drugs 10362 Lee Highway Fairfax, Virginia (703) 273-5796		Pharmacist September 1982 - June 1985 Left to relocate to CT
	People's Drug Stores 6315 Bren Mar Drive Alexandria, Virginia (703) 750-6100		Pharmacist / Assistant Store Manager July 1981 - September 1982 Left for better position

No place of employment ever violated the laws or regulations while I was associated with the pharmacy.



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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): 8-1985	31. Type: RPL	32. Number: 6546
	Expiration Date (month/year): 1-2014		
33. State FL	34. Issue Date (month/year): 6-2010	35. Type: RPL	36. Number: PS 46192
	Expiration Date (month/year): 9-2015		

ATTACHMENT TO APPENDIX C
Section E, Items 27-28
Other Relevant Business Experience

Carey Friedman – Pharmacist and Dispensary Manager

Trumbull, Connecticut

My twenty-seven years of experience as a pharmacist in Connecticut (including 18 years in a managerial capacity), has made me an adept problem-solver who maintains exemplary customer service and strict compliance to all Connecticut state regulations. These skills are ideally suited to my new position as Dispensary Manager. I can clearly identify expectations and goals of CTWC while effectively communicating those to all employees. I have always put the patients' needs first and am excited to be able to add Medical Marijuana to my patient focused approach. I graduated from Ohio Northern University in 1981 with a BS in Pharmacy.



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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:

10-29-2013



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Appendix C

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

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

Section A: Personal Information

1. Name (First, Middle, Last):

ROBERT TENDLER

2. Street Address (including Apartment or Suite #):

916 B HERITAGE VILLAGE

3. City:

SOUTHBURY

4. State:

CT

5. Zip Code:

06488

6. Title:

LICENSED PHARMACIST

7. Telephone Number:

103-267-7741

8. E-mail Address:

bobtrph1@gmail.com

11. Gender:

Male Female

Section B: Employment Information

12. Current or Most Recent Employer: 13.

SELF-EMPLOYED
CONSULTANT PHARMACIST

Date of Employment:

Start Date: DEC. 1998

End Date: : CURRENT

14. Employer Address (including Apartment or Suite #):

15. City:

16. State:

17. Zip Code:

18. Telephone Number:

203-267-7741

19. Fax Number:

203-267-7785

20. E-mail Address:

bobtrph1@gmail.com

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.

RESPONSE TO APPENDIX C
Section C, Items 21-22

RELEVANT BUSINESS EXPERIENCE

ROBERT TENDLER, REGISTERED PHARMACIST

BUSINESS NAME- OPTION CARE of DANBURY, IMMEDIATE MEDICAL CARE of DANBURY

BUSINESS LOCATION- DANBURY, CONNECTICUT

BUSINESS DESCRIPTION- HOME INTRAVENOUS THERAPY COMPANY, WALK IN MEDICAL CENTER/PHARMACY.

TITLE- DESCRIPTION of RESPONSIBILITIES-CORPORATION PRESIDENT, DIRECTOR of PHARMACY SERVICES

LENGTH OF TIME IN BUSINESS-1992 TO 1998

BUSINESS SOLD IN 1998-BUYER MOVED CONNECTICUT LOCATION

THE BUSINESS WAS NEVER ALLEGED TO, ACCUSED OF, NOR DID IT EVER VIOLATE ANY CONNECTICUT LAW OR REGULATION

OPTION CARE WAS BOTH A SPECIALTY PHARMACEUTICAL MANUFACTURER (HOME INTRAVENOUS THERAPY) AND A DELIVERER OF THOSE PRODUCTS THRU ITS NURSING STAFF. IT WAS A RETAIL PHARMACY, AS WELL AS A WALK IN MEDICAL OFFICE, LOCATED OFF OF EXIT 8 IN DANBURY, CONNECTICUT. AS PRESIDENT OF THE COMPANY, AND CHIEF PHARMACIST. MY RESPONSIBILITY WAS THE HIRING AND PERFORMANCE OF PHARMACISTS, PHYSICIANS, NURSES AND NON PROFESSIONAL STAFF MEMBERS.

AS A PARTNER IN CONNECTICUT WELLNESS CENTERS, AS WELL AS IT'S PHARMACY MANAGER, I BRING TO OUR COMPANY NOT ONLY MY SUCCESSFUL EXPERIENCE WITH OPTION CARE AS A PHARMACIST, BUT AS A MANAGER OF STAFF EMPLOYEES. MY HISTORY IN THE HEALTH CARE INDUSTRY AS A PHARMACEUTICAL EDUCATOR, AS WELL AS A CONSULTANT PHARMACIST, HAS PREPARED ME FOR THIS OPPORTUNITY IN A UNIQUE FASHION. I WILL BE ABLE TO BE A CONSULTANT TO OUR STAFF, TO OUR PRESCRIBING PHYSICIANS, THEIR PATIENTS AND CAREGIVERS.



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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): FEB. 12, 2012 Expiration Date (month/year): JAN. 31, 2014	31. Type: PHARMACIST	32. Number: 0006411
33. State	34. Issue Date (month/year): Expiration Date (month/year):	35. Type:	36. Number:

ATTACHMENT TO APPENDIX C
Section E, Items 27-28
Other Relevant Business Experience

Robert Tandler-Pharmacist and Dispensary Manager

Southbury, Connecticut

I have been a pharmacist in Connecticut for over 50 years, a board member on numerous boards including; American Red Cross, Connecticut Association of Consultant Pharmacists, a member of the Connecticut Pharmacist's Association, and the 1998 President of the Connecticut Pharmacist's Association.

As a partner in CTWC, as well as its Dispensary manager, I bring to our company not only my successful experience with option care as a pharmacist, but as a manager of staff employees. My history in the health care industry as a pharmaceutical educator as well as a consultant pharmacist, has prepared me for this opportunity in a unique fashion. I will be able to be a consultant to our staff, physicians, their patients and caregivers.

I graduated from the Philadelphia College of Pharmacy & Science.



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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 K.

Section A: Personal Information

1. Name (First, Middle, Last):

Joseph Cohen DO

2. Street Address (including Apartment or Suite #):

5377 Manhattan Circle Suite 204

3. City:

Boulder

4. State:

CO

5. Zip Code:

80303

6. Title:

Doctor of Osteopathy

7. Telephone Number:

(720) 273-3568

8. E-mail Address:

jocodo@me.com

11. Gender:

Male Female

Section B: Employment Information

12. Current or Most Recent Employer:

Self - Journey 2 Life LLC

13. Date of Employment:

Start Date: 9/09

End Date: current

14. Employer Address (including Apartment or Suite #):

5377 Manhattan Circle Suite 204

15. City:

Boulder

16. State:

CO

17. Zip Code:

80303

18. Daytime Telephone Number:

(720) 273-3568

19. Fax Number:

(720) 612-4271

20. E-mail Address:

jocodo@me.com

Section C: Marijuana or Agriculture Business Experience

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

Yes No

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

Yes No

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

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



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Section D: Other Relevant Business Experience

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

Yes No

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

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

Section E: Licenses, Permits and Registrations

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

26. State <i>CT</i>	27. Issue Date (month/year): <i>11/81</i> Expiration Date (month/year): <i>9/91</i>	28. Type: <i>physician</i>	29. Number: <i>0166</i>
30. State <i>CO</i>	31. Issue Date (month/year): <i>6/91</i> Expiration Date (month/year): <i>current</i>	32. Type: <i>physician</i>	33. Number: <i>30688</i>

Section F: Legal Proceedings

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

Yes No

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

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

Yes No

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

**Appendix C – Producers application
Directors, Owners, Officers or Other High-Level Employees
Background Information Form
Page 10, #23**

**Appendix C- Dispensary application:
Page 11 #24**

Business name: Journey2Life LLC (DBA: Holos Health)

Products or services offered: Medical evaluations and treatment for medical cannabis, functional medicine, and women's health

The business location: 5377 Manhattan Circle Suite 204 Boulder, CO 80303

Titles and responsibilities: Medical Director of a multi-discipline group of practitioners, specialist in the evaluation and treatment of chronic disease using medical cannabis along with nutrition and lifestyle, specialist in women's health

Dates of association with the business: 9/09-present

Whether business ever violated rules, etc.: No

Page 11 #25 and Page 11 #28

I can add to this with my medical practice and positions held over the past 30 years (listed on my bio) but don't it is necessary.



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

Yes No

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

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

Yes No

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

Section G: Criminal Actions

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

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

Section H: Criminal Background Check

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

39. Signature:



40. Date Signed:

09/23/13

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

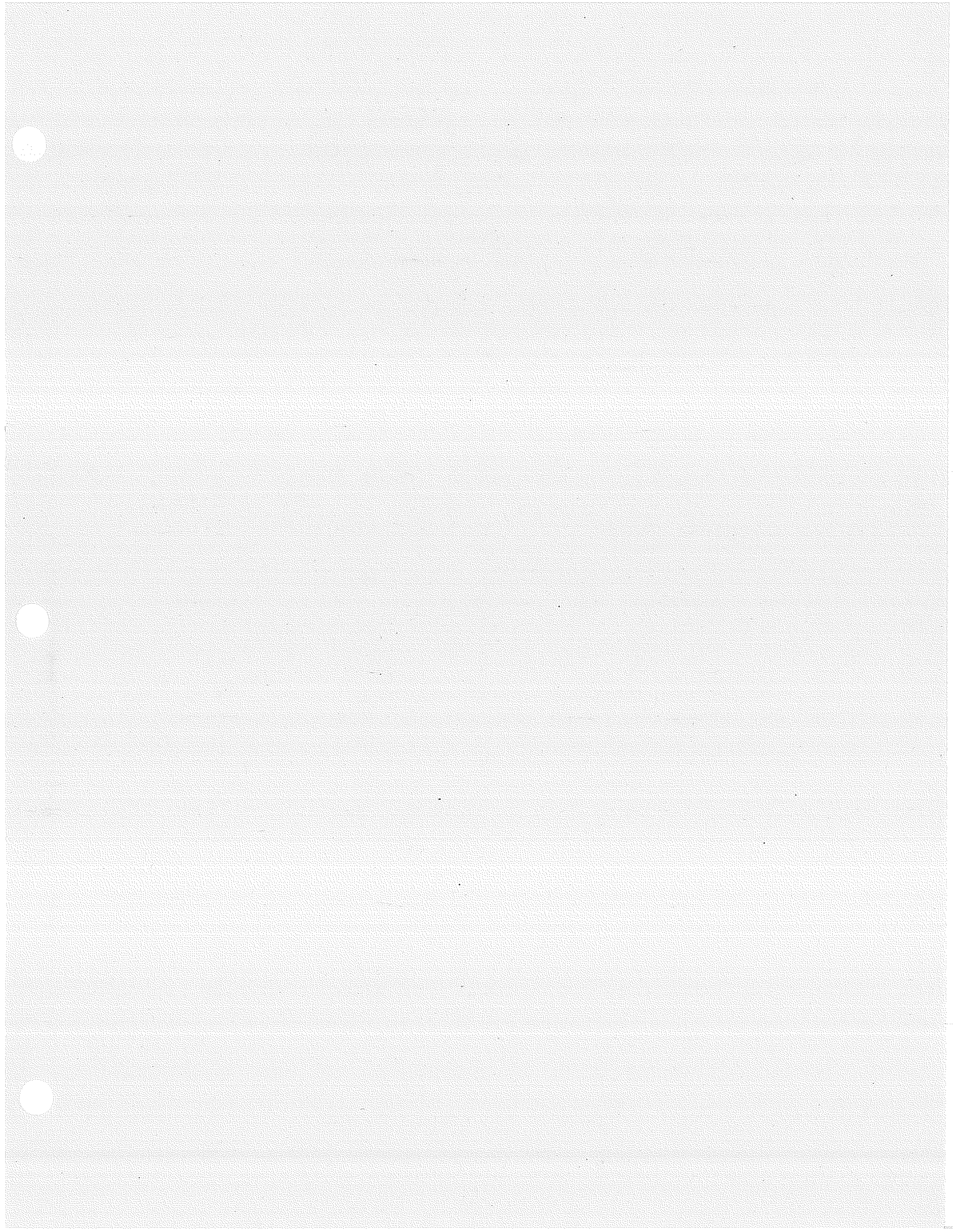
I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General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

41. Signature:



42. Date Signed:

09/23/13





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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): ROBERT TENDLER		
2. Home Address (including Apartment or Suite #): 916 B HERITAGE VILLAGE		3. City: SOUTHBRURY
4. State: CT	5. Zip Code: 06488	7. Telephone Number: [REDACTED]
10. E-mail Address: bobtph1@gmail.com		9. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
		11. Connecticut Pharmacist License Number: 0006411

Section B: Employment Information

12. Current or Most Recent Employer: 13. SELF-EMPLOYED		Date of Employment:	
		Start Date:	
		End Date: :	
14. Employer Address (including Apartment or Suite #):			
15. City:		16. State:	17. Zip Code:
18. Daytime 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, 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:

▶ 


26. Date Signed:

11/12/13

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

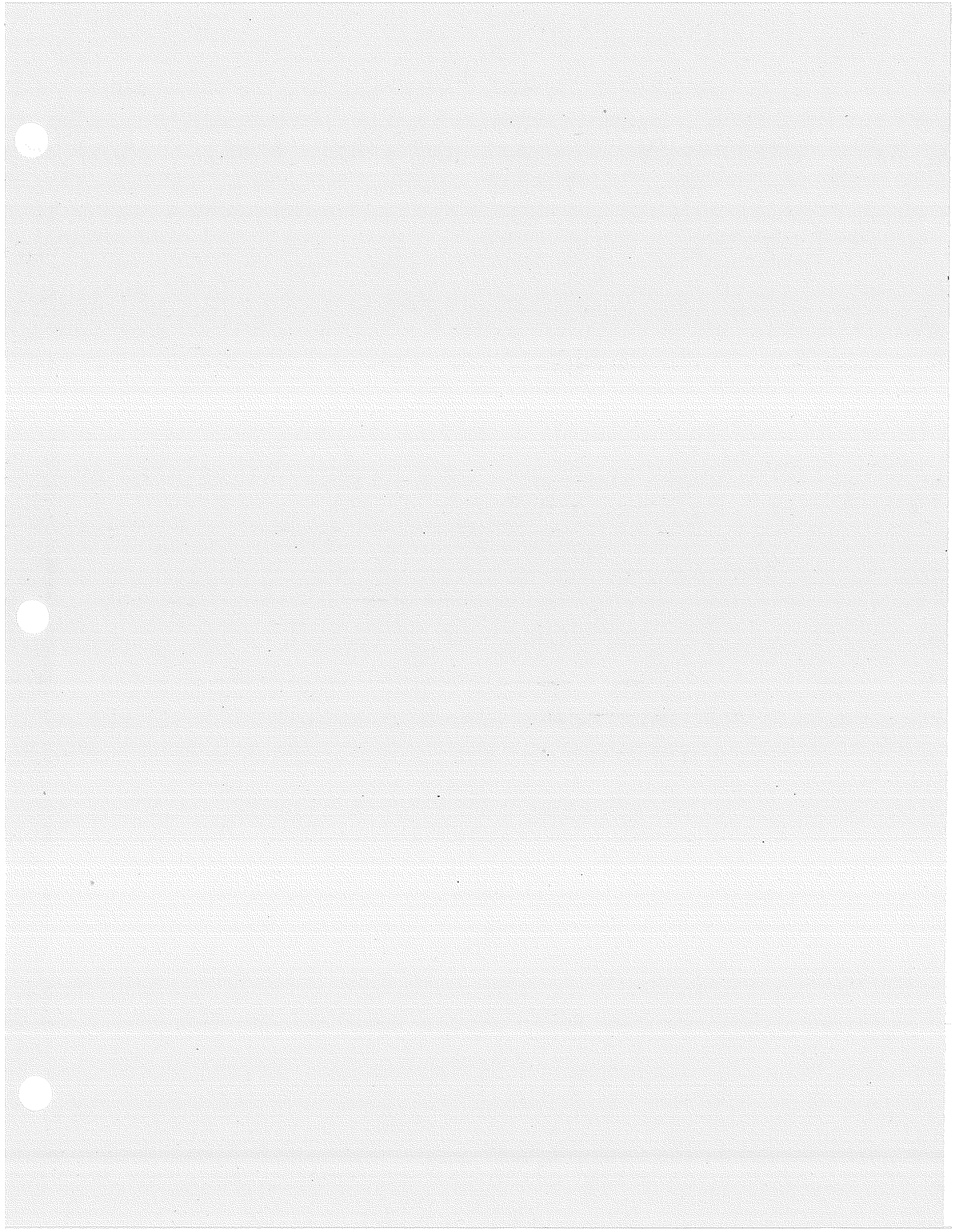
I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General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

27. Signature:

▶ 

28. Date Signed:

11/12/13





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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): John Jay Czarkowski			
2. Street Address (including Apartment or Suite #): 2525 Arapahoe Avenue, Suite E4-325			
3. City: Boulder		4. State: CO	5. Zip Code: 80302
6. Daytime Phone Number: (720) 708-3154	7. Fax Number:	8. E-mail Address: jay@thinkcanna.com	

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: 9-23-2013
--------------------	-------------------------------

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.

12. Signature: 	13. Date Signed: 9-23-2013
--------------------	-------------------------------

EXHIBIT B-1

LEASE

LEASE AGREEMENT

THIS AGREEMENT is between 280-320 MURPHY ROAD, LLC, a Connecticut limited liability company having an office in the City of and County of Hartford and State of Connecticut ("Landlord") and CONNECTICUT WELLNESS CENTERS, L.L.C., a Connecticut limited liability company having an office in the Town and County of Fairfield and State of Connecticut ("Tenant").

IT IS AGREED

ARTICLE I

Premises and Term

Section 1.1 - Description of Leased Premises. The premises leased by the Landlord to the Tenant ("Leased Premises") are described as follows:

Square Footage: Approximately four thousand six hundred fifty (4,650) square feet (hereinafter "Leased Premises"), being a part of a larger building containing approximately 91,458 square feet (hereinafter "Building") situated on a parcel of land located at 280-320 Murphy Road, Hartford, Connecticut ("Building") and being known as 310 Murphy Road, Hartford, Connecticut.

Diagram of Leased Premises: The Leased Premises are outlined in red on Exhibit A to this Lease. The dimensions shown on this Exhibit are believed to be correct by the Landlord, but may be approximate.

Section 1.2 - Rights Granted Together with the Leased Premises. Together with the Leased Premises, the Tenant shall have a license, during the term of this Lease, for the Tenant, its employees, and invitees to park in common with others in the parking area adjoining the Leased Premises. The Landlord does not warrant the availability to the Tenant, its employees and invitees, of any specific number of parking spaces in the parking area at any given time. Furthermore, Tenant, its agents, servants and employees, shall not use more than fifteen (15) spaces at any given time between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

Section 1.3 - Term. The term of this Lease shall be for a period of five (5) years. It shall commence at 12:01 a.m. on January 15, 2014 (the "Commencement Date"). It shall terminate at 11:59 p.m. on January 14, 2019, (the "Termination Date") unless sooner terminated or extended under the terms of this Lease.

Section 1.4 - Lease Option Period. Effective October 1, 2013 and continuing through January 14, 2014, the Tenant shall have the exclusive right to use the Leased Premises ("as-of-right use").

ARTICLE II

Rent

Section 2.1 - Base Rent. The Tenant shall pay to the Landlord an annual Base Rent payable in equal monthly installments beginning April 15, 2014 and continuing on the 15th day of each month thereafter as follows:

<u>Lease Year</u>	<u>Annualized Base Rent</u>	<u>Monthly Base Rent</u>
01/15/14 - 04/14/14		\$ 5,000.00*
04/15/14 - 1/14/15	\$45,337.50	\$ 5,037.50*
01/15/15 - 1/14/16	\$61,659.00	\$ 5,138.25
01/15/16 - 1/14/17	\$62,892.18	\$ 5,241.02
01/15/17 - 1/14/18	\$64,150.02	\$ 5,345.84
01/15/18 - 1/14/19	\$65,433.02	\$ 5,452.75

*As set forth above, for the period from January 15, 2014 through April 14, 2014, Tenant shall pay to the Landlord the sum of \$5,000.00 as Rent not later than January 15, 2014 which shall include Base Rent and Additional Rent for said three-month period. Commencing April 15, 2014, as set forth above, Tenant shall pay Base Rent on a monthly basis together with Additional Rent as set forth in this Lease, provided that Landlord has completed the Landlord's Improvements as set forth in Section 6.8 and further provided that the existing tenant has been removed and relocated, as required by Section 18.19 hereof.

Section 2.2- Real Property Taxes. In addition to the Base Rent payable under Section 2.1, the Tenant shall pay 5.08% percent of all real property taxes assessed and levied against the Building and Land, including any special assessments levied against the Building and Land during the term of this Lease. Real estate taxes for the tax years during which the term of this Lease commences and terminates shall be prorated where applicable. The Tenant's pro rata share of taxes as aforesaid shall be paid in full, as additional rent, within ten (10) days after demand therefor by the Landlord. The tax bill submitted by the Landlord to the Tenant shall be sufficient evidence of the amount of the taxes assessed or levied against the parcel of real property to which such bill relates. Should any governmental taxing authority, acting under the present or future law, ordinance or regulations, levy, assess or impose a tax, excise or assessment (other than an income or franchise tax) upon or against or in any way relates to the Land of Buildings referred to in this Section, either by way of substitution for or in addition to any existing tax on land and buildings or otherwise, the Tenant shall be responsible for and shall pay to the Landlord, as additional rent, its proportional share as set forth, of such tax, excise or assessment.

Section 2.3 - Payment in Installments. Landlord may, at Landlord's option, require Tenant to pay, together with each monthly payment of Base Rent, the real estate taxes calculated pursuant to Section 2.2 in advance in equal monthly installments equal to one-twelfth (1/12th) of the Tenant's real estate tax obligation.

Section 2.4 - Personal Property Taxes. In addition to the Base Rent payable under Section 2.1, the Tenant shall pay all personal property taxes assessed and levied against its personal property, including trade fixtures and inventory, located on the Leased Premises. In the event that the taxes provided for under this Section are billed to the Landlord, these taxes shall be paid, in full, as additional rent within ten (10) days after demand therefor by the Landlord. The tax bill submitted by the Landlord to the Tenant shall be sufficient evidence of the amount of the

taxes assessed or levied against the personal property to which such bill relates.

Section 2.5 - Snow Removal. Landlord shall be responsible for the removal of snow from the parking areas adjoining the Leased Premises, the cost of which shall be borne by Tenant in common with the other tenants in the Building, as a Common Area Maintenance expense. Tenant shall be responsible for the removal of snow from the walkways immediately adjacent to the Leased Premises and shall also be responsible for the application of sand, salt, ice-melt or similar substance to said walkways to keep them free of ice.

Section 2.6 - Common Area Maintenance. Tenant agrees to pay the Landlord, as Additional Rent, 5.08% of all reasonable and customary costs and expenses incurred or borne by the Landlord in connection with the operation, repair and maintenance of the common area (Common Area Maintenance Expense). Common Areas shall mean all areas and improvements on the Land, as are provided from time to time by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers, including but not limited to, parking areas, ways, malls, concourses, approaches, exits, entrances, roadways, sidewalks, walkways, vestibules, overhangs, garden, grassways, open areas and the like. Common Area Maintenance Expense means landscaping, snow removal, utilities, water, sewer, heat, repairs, cleaning, trash removal and commercially reasonable administrative and management fees and costs including reasonable attorneys' fees and accountants' fees, provided that such fees are incurred in regard to the Common Areas. The Common Area Maintenance Expense shall only be for those costs which are actually incurred and paid by the Landlord.

Section 2.7 - No Notice and No Set-Off. The Tenant shall make all payments of Rent, Additional Rent, and any other payments provided for in this Lease without notice, demand, set off or counterclaim of any kind whatsoever, except that if this Lease requires the Tenant to make a particular payment only after notice from the Landlord, the Tenant shall be entitled to such notice.

Section 2.8 - Place of Payment. Payment of Base Rent and Additional Rent shall be made to the Landlord or to such other person or legal entity at the address appearing in the Concluding Provisions of this Lease, or at such other address as the Landlord shall designate by written notice to the Tenant.

Section 2.9 - Rent to be Net. Subject to any other provisions of this Lease Agreement, it is the purpose and intent of the Landlord and the Tenant that the Base Rent shall be net to the Landlord so that this Lease shall yield net to the Landlord, the Base Rent specified in Section 2.1 hereof in each year during the term of this Lease.

Section 2.10 - Late Charges. If the rent for any month is not paid by the tenth (10th) day of said month, the Tenant agrees to pay a late charge of five (5%) percent of the overdue installment to the Landlord. This late charge shall be paid on the first day of the next calendar month.

Section 2.11 - Additional Rent. Any and all payments payable by the Tenant under this Lease shall be deemed rent and the Landlord reserves the same rights and remedies against the Tenant for default in making any such payments as the Landlord shall have for default in the payment of Base Rent; including, but not limited to, the right to seek and recover such payments as rent under any applicable provisions of the United States Bankruptcy Code.

Section 2.12 - Tenant's Right to Audit. The Tenant may audit Common Area Maintenance Expenses in order to verify the accuracy of the charges, provided that: (i) the Tenant specifically designates the year(s) that the Tenant intends to audit, which shall be a year within three (3) years of the date of the audit but must be within the Term of this Lease; and (ii) such audit will be conducted only during regular business hours at the office where Landlord maintains such records and only after the Tenant gives the Landlord at least fourteen (14) days prior notice. No audit shall be conducted at any time that the Tenant is in default of any of the terms of this Lease. The Tenant shall pay the costs of such audit unless the amount charged by the Landlord is determined to be in error by more than five percent (5%), in which case the Landlord shall pay the reasonable audit costs of the Tenant within thirty (30) days of invoice. In no event may the Tenant use an auditor which is paid on a commission basis.

ARTICLE III

Use of Premises

Section 3.1 - Use of Premises. The Tenant covenants and agrees that during the term of this Lease, the Leased Premises shall only be used and occupied to sell and dispense medical marijuana and associated products in accordance with applicable State laws and regulations and applicable zoning laws and regulations. Tenant shall not engage in other uses without the prior written consent of Landlord which consent shall not be unreasonably withheld.

Section 3.2 - Unlawful Purpose. The Tenant will not use or allow the Leased Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any Certificate of Occupancy or certificate of zoning compliance covering the use of the Leased Premises or any part thereof, or in violation of any permit or license connected with the use of the Leased Premises or any part thereof, and will not suffer any act to be done or any condition to exist on the Leased Premises or any part thereof or any article to be brought thereon which may be dangerous (unless safeguarded as required by law) or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

Section 3.3 - Continued Occupancy. Tenant acknowledges that the continued occupancy of the Leased Premises by Tenant and the regular conduct of business therein by Tenant are of the utmost importance to the Landlord's renewal of other leases or portions of the Building, in the renting of vacant space in the Building, in the providing of electricity, air-

conditioning, and other services to the tenants in the Building, and in the maintenance of the character and quality of the tenants in the Building. Tenant therefore covenants and agrees that it will occupy the entire Leased Premises, and will conduct its business therein in the regular and usual manner throughout the term of this Lease.

Notwithstanding the fact that the Tenant may continue to pay rent to the Landlord, Tenant shall be deemed to have abandoned the Leased Premises if the Tenant shall substantially vacate, relocate or otherwise cease its ordinary business operations at the Leased Premises for a period in excess of ten (10) business days, with the exception of any circumstances beyond the control of the Tenant.

ARTICLE IV

Compliance with Laws

Section 4.1 - Laws. Throughout the term of this Lease, but subject to Section 6.3 of this Lease Agreement, the Tenant, at its sole cost and expense, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and offices, and all orders, rules and regulations of the National Board of Fire Underwriters, the local Board of Fire Underwriters or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Tenant's use of the Leased Premises and the Building, including, but not limited to, the sidewalks, alleyways, passageways, vacant land, parking spaces, curb cuts, curbs and vaults adjoining the Leased Premises and the Building, whether or not such law, ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Leased Premises or the Building.

Section 4.2 - Waste. The Tenant will not do or suffer any waste or damage, disfigurement or injury to any portion of the Leased Premises or the Building.

Section 4.3 - Rubbish and Vermin. The Tenant agrees to keep all rubbish in closed containers and to keep the areas to the rear, front, and side of the Leased Premises free from boxes, cartons, and rubbish. The Tenant further agrees to keep the Leased Premises free and clear of all vermin.

Section 4.4 - Signs. The Tenant may install and erect, at the Tenant's expense, indoor or outdoor signs at the Leased Premises, subject to approval of municipal authorities and the Landlord, it being understood that the Tenant shall be responsible for the maintenance of any such signs and any damages resulting from the installation or maintenance of such signs.

ARTICLE V

Quiet Enjoyment

The Tenant shall, upon paying the rent reserved hereunder and observing and performing all of the material terms, covenants and conditions of the Tenant's part to be observed and performed, peaceably and quietly, have and hold the Leased Premises, without hindrance or molestation by any person or persons lawfully claiming by, through or under the Landlord; subject, however, to the terms of this Lease and to any fee mortgage (provided that the Landlord is in compliance with Section 18.16 of this Lease), but it is understood and agreed that this covenant and any and all other covenants of the landlord contained in the Lease shall be binding upon the Landlord and the Landlord's successors only with respect to breaches occurring during the Landlord's and the Landlord's successors' respective ownership of the Landlord's interest hereunder.

ARTICLE VI

Condition, Alterations and Repairs

Section 6.1 - Representations. Tenant has inspected the Leased Premises and is thoroughly acquainted with its condition. Except as otherwise set forth in this Lease, Tenant agrees to take the same "as is" and acknowledges that the taking of possession of the Leased Premises by Tenant shall be conclusive evidence that the Leased Premises were in satisfactory condition at the time such possession was taken. The parties hereby agree that the Landlord or Landlord's agents have neither made nor has Tenant relied upon any representations, warranties, either express or implied, or promises with respect to the physical condition of the Leased Premises, the Building, the Land, the rents, leases, expense or operation or any other matter or thing affecting or related to the Leased Premises except as herein expressly set forth in the provisions of this Lease, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

Section 6.2 - Repairs. The Tenant shall, throughout the term of this Lease, take good care of the Leased Premises and the fixtures and appurtenances therein, and at its sole cost and expense, make all non-structural repairs thereto, including repairs to the HVAC, plumbing and electrical systems servicing the Leased Premises, as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty excepted. Tenant shall not be required to replace such components as are obsolete and beyond commercially reasonable repair. Notwithstanding the foregoing, all damage or injury to the Leased Premises or to any other part of the Building or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from the negligence or willful misconduct of the Tenant, its servants, employees, invitees, licensees, agents or contractors shall be repaired promptly by the Tenant at its sole cost and expense, to the reasonable satisfaction of the Landlord. The Tenant shall also repair all damage to the Building and the Leased Premises caused by the moving of the Tenant's fixtures, furniture or equipment. All these repairs shall be done in a good and workmanlike manner in compliance with all applicable governmental rules and regulations. If the Tenant fails, after ten (10)

days written notice, to proceed with due diligence to make repairs required to be made by the Tenant, the Landlord may make such repairs, and the expenses thereof incurred by the Landlord shall be collectible as additional rent, after the completion of such repairs, within ten (10) days of rendition of a bill or statement therefor to Tenant. There shall be no allowance to the Tenant for a diminution of rental value and no liability on the part of the Landlord by reason of inconvenience, annoyance or injury to business arising from the Tenant or others, excluding the Landlord, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the Building or in and to the fixtures, appurtenances or equipment thereof, provided, however, that best efforts shall be used, in connection with the making of any such repairs, alterations, additions or improvements, not to unreasonably interfere with the operation of the Tenant's business. The Tenant shall also, at the Tenant's expense, repair and refurbish the Leased Premises and any part and portion thereof from time to time to assure that the same are kept in a tenantable and attractive condition throughout the term of this Lease, reasonable wear and tear excepted.

Section 6.3 - Maintenance by Landlord. The Landlord shall make all necessary and/or appropriate repairs to the roof, foundation, structural columns and exterior walls of the Leased Premises. The Landlord reserves the right to stop services of heating, air conditioning, plumbing and electrical systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements or if, in the judgment of the Landlord, such repairs are necessary or desirable until said repairs, alterations, replacements or improvements shall have been completed. The Landlord shall have no responsibility or liability for interruptions in heat, air conditioning, plumbing and electrical service to the Leased Premises during said period or when prevented from doing so by strikes, accidents, or by any cause beyond the Landlord's control, or by laws or regulations of any federal, state or municipal authority or failure of coal, oil or other suitable fuel supplies. Nothing herein shall be construed to require Landlord to make any repairs, alterations, replacements or improvements unless specifically required.

Section 6.4 - Improvements by Tenant. The Tenant shall make all improvements to the Leased Premises required to operate its business, provided that it obtains Landlord's written consent which shall not be unreasonably withheld.

Section 6.5 - Liens. The Tenant shall indemnify and save the Landlord harmless from any claims for material or labor, or workmen's compensation claims in connection with any repairs or improvements made by the Tenant, and the Tenant shall have no authority on behalf of the Landlord to give anyone the right to place a lien on the Leased Premises or any part thereof, and should any such lien be placed, with respect to any repairs or improvements made by the Tenant, the Tenant shall have the same removed within thirty (30) days of receiving notice thereof; upon failure to do so, the Landlord may take whatever steps are necessary to have the same removed and the cost thereof shall be paid by the Tenant to the Landlord within ten (10) days of Landlord's written demand for same.

Section 6.6 - Landlord's Liability. Except for its negligence or willful

misconduct, the Landlord shall not be liable for any damage or injury to the Leased Premises, or to any property of the Tenant or of any other person thereof or their property, from water, rain, snow, ice, sewage, steam, gas or electricity which may leak into or issue or flow from any part of the Leased Premises, or from the bursting, breaking, obstruction, leaking or any defect of any of the pipes or plumbing appliances or from electric wiring or other fixtures on the Leased Premises, or from the condition of the Leased Premises or from the street or subsurface.

Section 6.7 - Glass. The Tenant agrees to maintain and replace at its own expense, plate, door, window and other glass, whether interior or exterior, which shall become broken at or within the Leased Premises.

Section 6.8 - Landlord Improvements. The Landlord, at the Landlord's expense, shall deliver the Leased Premises in "Vanilla Box" condition with two (2) bathrooms, one of which shall be ADA compliant. The Leased Premises, as provided by the Landlord, at the Landlord's expense, shall include a new storefront with its own exterior entrance. Such Landlord Improvements shall be configured as reasonably agreed to by the Landlord and the Tenant, but, to the extent shown, shall be in the general configuration and location as shown on the Proposed Floor Plan attached hereto as Exhibit B. The Landlord shall fully complete the Landlord Improvements by not later than April 14, 2014, time being of the essence. The Tenant's own fit-up work may be conducted simultaneously with the Landlord's Improvements, and the parties shall reasonably cooperate with each other with respect thereto.

ARTICLE VII

Utilities

The Tenant shall pay all charges for utilities, including, but not limited to, gas, heat, water, electricity, power and telephone or other communications serviced used, rented or supplied upon or in connection with the Leased Premises and shall indemnify the Landlord against liability or damages on such accounts. If any of said utilities are not separately metered, the Landlord shall make an equitable apportionment to said bill, which, subject to the reasonable review of the Tenant, the Tenant agrees to pay with the following monthly rental payment upon the presentment of a bill from the Landlord.

ARTICLE VIII

Insurance

Section 8.1 - Fire and Extended Coverage. The Tenant understands that the fire and extended coverage insurance maintained by the Landlord on the Leased Premises is not maintained for the benefit of the Tenant. If the Tenant wishes fire and extended coverage insurance on the Tenant's personal property and leasehold improvements situated on the Leased Premises, the Tenant agrees to purchase the same at its own cost and expense.

Section 8.2 - Public Liability Insurance. At all times subsequent to the commencement date of this Lease and during its full term, the Tenant shall keep the Leased Premises insured at its sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance with limits of at least \$1,000,000.00 for injury to any one person or \$1,000,000.00 for any one accident with property damage of at least \$250,000.00. Such policy shall name the Tenant and the Landlord as the insured.

Section 8.3 - Insurance. The Tenant shall also pay to the Landlord as additional rent an amount equal to 5.08% percent of the fire and extended coverage and public liability insurance maintained by the Landlord on the Building and the Land. The Tenant's pro rata share of such insurance shall be paid in full as additional rent within ten (10) days after demand therefor by the Landlord. An insurance bill submitted by the Landlord to the Tenant shall be sufficient evidence of the amount of such insurance premiums.

Section 8.4 - Increase in Insurance Premiums. The Tenant shall pay 100% of any increase in the insurance rates or premiums on policies of insurance carried by the Landlord on the Leased Premises or the Building caused by the character of the occupation of the Leased Premises by the Tenant. The Tenant shall pay these increases as Additional Rent within ten (10) days after presentation of a copy of a bill for the same by the Landlord.

Section 8.5 - Release of Subrogation. The Tenant covenants and agrees that at any time upon request of the Landlord, the Tenant shall obtain from its insurance carrier a release of subrogation rights against the Landlord, if the same is available, with the provision that if there is any extra cost for the same, the Landlord shall pay such cost. The Tenant shall have a similar right to obtain a release of subrogation on the same conditions from the insurance carrier of the Landlord, if the same is available.

Section 8.6 - Certificates of Insurance. At or prior to the commencement date of this Lease, the Tenant shall provide the Landlord with certificates of insurance certifying that all insurance required to be carried by the Tenant under the terms of this Lease is in full force and effect. No less than ten (10) days before the expiration of any such insurance policy, the Tenant shall furnish the Landlord with a new certificate of insurance certifying that such policy has been renewed or replaced.

Section 8.7 - Qualification of Insurers. All insurance provided for in this Lease shall be effected under enforceable policies issued by the insurers of recognized responsibility, licensed to do business in the State of Connecticut.

ARTICLE IX

Destruction and Condemnation

Section 9.1 - Partial Damage. The parties agree that, in case the Building containing the Leased Premises shall be partially damaged by flood, fire, tornado, explosion, windstorm, or by the elements or otherwise at any time during the term of this Lease, and such damage can be repaired within a period of ninety (90) days, proportionate reduction of rent or total reduction of rent, payable by the Tenant hereunder, shall be allowed the Tenant for the time during which such part or parts or whole of the Leased Premises may be rendered untenable or incapable of use or occupancy, and this Lease shall continue in full force and effect, and the Landlord shall, at its expense, as speedily as circumstances permit, repair the Leased Premises, if permitted to do so by law.

Section 9.2 - Destruction. In the event that the Building containing the Leased Premises be damaged or destroyed so that it cannot be repaired within ninety (90) days, this Lease shall, at the option of either party, upon written notice to the other, become null and void and of no further force and effect, in which event, the rent hereafter payable by Tenant hereunder shall abate and Tenant shall be relieved of all other covenants, promises and agreements herein made and to have been thereafter performed.

Section 9.3 - Taking of All. If at any time during the term of this Lease all or materially all of the Building or Common Areas, or so much of the Building or Common Areas that the remaining area can no longer properly be used for the purpose for which the same was being used prior in such condemnation, shall be taken by the exercise of the right of condemnation or eminent domain or for any public or quasi-public use under any statute, this Lease shall terminate and expire on the date that Tenant shall be deprived of possession by the taking authority, and any amount to be paid by Tenant shall be apportioned and paid to the date of such taking. In such event, any award received or sum accepted by a compromise disposition or otherwise, on or as a result of such condemnation or taking, shall be distributed to the Landlord only. The Tenant shall have the right to file and receive compensation for moving expenses and costs or loss to which Tenant might be put in removing Tenant's equipment, but not the Leasehold.

Section 9.4 - Taking of Less than All. If at any time during the term of this Lease any lesser portion of the Building or Common Areas than that described in Section 9.3 shall be taken in any eminent domain or condemnation proceeding, such that the Tenant shall be able to continue its use of the Leased Premises, as the same was being used prior to such condemnation, then this Lease shall continue and the rent shall be proportionately reduced on a reasonable basis for the remainder of the term. If the Landlord and Tenant cannot agree to the rent thus to be paid, the matter shall be submitted to arbitration as provided in the Concluding Provisions of this Lease. Any condemnation award shall be distributed in the same manner as under Section 9.3.

ARTICLE X

Waiver of Priorities

Section 10.1 - Subordination. Subject to Section 18.16 of this Lease, this Lease and all rights of Tenant hereunder, are and shall be subject and subordinate to all ground leases, overriding leases and underlying leases of the Building now or hereafter existing and to any first mortgage (and, at Landlord's option, any junior mortgages) which may now or hereafter affect the Building and any of such leases, whether or not such mortgage shall also cover other lands and/or buildings and/or leases, to each and every advance made or hereafter to be made under such mortgage, and to all renewals, modifications, replacements, consolidations, substitutions and extensions of such leases and such mortgage. This Section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall at its own cost and expense and in recordable form if requested, upon ten (10) days prior written notice, execute, acknowledge and deliver any reasonable instrument that Landlord, the Lessor under any such lease or the holder of any such mortgage (including leasehold mortgages) or any of their respective successors-in-interest may reasonably request to evidence such subordination. Any lease to which this Lease is, at the time referred to, subject and subordinate is herein called "Superior Lease" and the lessor of a Superior Lease or its successor-in-interest, at the time referred to, is herein called "Superior Lessor," and any mortgage to which this Lease, is, at the time referred to, subject and subordinate is herein called "Superior Mortgage" and the holder of a Superior Mortgage is herein called "Superior Mortgagee".

Section 10.2 - Attornment. If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such successor (herein called "Successor Landlord") and upon such successor Landlord's written agreement to assume, subject to this Section 10.2, the obligations of the Landlord under this Lease, and to accept Tenant's attornment, Tenant shall attorn to and recognize such Successor Landlord as Tenant's Landlord under this Lease. The foregoing provisions of this Section shall entire to the benefit of any Successor Landlord, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of a Superior Lease, shall be self-operative and no further instrument shall be required to give effect to said provisions. Upon demand of any such Successor Landlord, Tenant agrees that Tenant shall upon ten (10) days prior written notice execute and deliver any reasonable instrument that such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease except that the Successor Landlord shall not (a) be liable for any previous act or omission of Landlord under this Lease, except to the extent that such act or omission represents obligations of the Landlord that continue after such Successor Landlord takes possession of the Leased Premises or succeeds to the interest of the Landlord under this Lease, and then only from and after such taking of possession or succeeding to such interest; (b) be subject to any offset not expressly provided for in this Lease, which theretofore shall have accrued to Tenant against Landlord; or (c) be bound by any previous prepayment of more than one month's Base or Additional Rent,

unless such prepayment shall have been expressly approved in writing by the Superior Lessor or the Superior Mortgagee through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease.

Section 10.3 - Statement of Defaults. Tenant shall, from time to time upon request by Landlord, execute and deliver to Landlord within ten (10) days of such request, a written declaration in recordable form: (1) ratifying this Lease; (2) expressing the commencement and termination dates thereof; (3) certifying that this Lease is in full force and effect, if such be the case, and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (4) that all conditions under this Lease to be performed by Landlord have been satisfied or stating those alleged to remain unsatisfied; (5) that there are no defenses or off-sets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (6) the amount of advance rent, if any, paid by Tenant; (7) the date to which rent has been paid; (8) the amount of security deposited with Landlord; and (9) those elements necessary to record a statutory Notice of Lease. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon the same.

Section 10.4 - Modification for Mortgagees. In the event that any present or future financial institutions or insurance companies which hold or intend to hold a second Mortgage on the Leased Premises or any part thereof shall request any modification of this Lease, then the Tenant agrees to execute the same, provided that such modification does not increase the liability of the Tenant nor decrease the responsibility of the Landlord hereunder.

ARTICLE XI

Entry, Access and Easements

Section 11.1 - Entry by Landlord. The Tenant will permit the Landlord and/or its authorized representatives to enter the Leased Premises upon reasonable prior notice at all reasonable times for the following purposes: (1) inspecting the same; (2) making any necessary repairs thereto, and performing any work therein that may be necessary by reason of the Tenant's failure to make any such repairs or perform any such work or to commence the same after written notice from the Landlord; (3) showing the Building to prospective buyers; or (4) during the last six (6) months of this Lease, showing the Leased Premises to prospective tenants. Nothing herein shall be deemed or construed as a duty upon the part of the Landlord to do any such repairs upon the Tenant's default in failing to perform the same.

Section 11.2 - Utility Easements. The Landlord shall have the right to grant easements on or across the Land for the installation of utilities, provided that the use of such easements for such purposes does not materially interfere with the operations of the Tenant's business.

ARTICLE XII

Assignment and Subleasing

Section 12.1 - Definition of Assignment. For the purpose of this Article XII, the definition of the term "Assignment" shall include, but not be limited to, the following:

- (a) the transfer of a majority or controlling interest in the Tenant;
- (b) the merger or consolidation of the Tenant into another corporation (except with an affiliated company); and
- (c) any other transfer of the control of the Tenant by operation of law.

Section 12.2 - Assignment and Subletting. The Tenant shall not sublet the Leased Premises or any portion thereof, nor shall this Lease be assigned without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any consent by the Landlord to any act of assignment or subletting shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Tenant or the legal representatives or assigns of the Tenant to obtain from the Landlord consent to any other subsequent assignment or subletting or as modifying or limiting the rights of the Landlord under this Section. If the Landlord permits the Tenant to assign or sublet, the Tenant shall remain responsible for the performance of all the terms and conditions of this Lease.

Section 12.3 - Procedures for Assignment and Subletting.

a) If the Tenant wishes to sublet the Leased Premises or any portion thereof, or assign this Lease, it shall give the Landlord notice in writing of its intention to enter into such assignment or sublease at least sixty (60) days prior to the commencement date of such proposed assignment or its sublease. This notice shall include at least the following:

- (i) The name and address of the proposed subtenant or assignee.
- (ii) A current financial statement of the proposed subtenant or assignee.
- (iii) The proposed terms of such assignment or sublease including:
 - (1) The term of the assignment or sublease.
 - (2) The rent to be paid for the assignment or sublease.
 - (3) The proposed use.
 - (4) In the case of a sublease of less than the entire Leased Premises, a description of the premises to be sublet.
 - (5) Any other terms agreed to between the Tenant and the proposed assignee or subtenant.

(b) The Landlord shall have the option, within thirty (30) days after receipt of the notice referred to in Subsection (a) above to do any one of the following:

- (i) To consent to the proposed assignment or subleasing; or
- (ii) To withhold, subject to Section 12.2. above, consent to the proposed assignment or subleasing.

Section 12.4 - Landlord's Right to Assign Rents. The Landlord shall have the right, without selling its interest in this Lease, to assign from time to time the whole or any portion of the rent, as adjusted at any time, payable hereunder to persons, firms, corporations, trusts or other entities designated by the Landlord in a written notice to the Tenant, and in any such case, the Tenant shall pay the rent as adjusted or the portion thereof so assigned, subject to the terms of this Lease, to the Landlord's said designee or designees at the addresses mentioned in any such notice.

ARTICLE XIII

Default by Tenant

Section 13.1 - Default. The Landlord shall have the right to terminate this Lease upon the following events:

- (a) Failure of the Tenant to pay any Base Rent or Additional Rent for ten (10) days after same shall become due and payable;
- (b) Neglect or failure by the Tenant to perform or observe any of the other material covenants or undertakings herein on its part to be performed or observed and failure to remedy such default within thirty (30) days after written notice thereof to it by the Landlord or, if such default is not curable within a thirty (30) day period; failure to commence to cure the default within such thirty (30) day period and diligently pursue the cure of such default to completion;
- (c) Any assignment made of the Tenant's property for the benefit of creditors;
- (d) If a receiver, trustee or assignee for the Tenant shall be appointed;
- (e) If the Tenant shall be declared bankrupt or insolvent according to the law;
- (f) If any bankruptcy proceedings shall be commenced by or against the Tenant, and, in the case of any bankruptcy proceedings commenced against the Tenant, the same shall not have been dismissed or otherwise disposed of within 60 days of such commencement.

Section 13.2 - Damages. In the event of the Tenant's default as aforesaid, the Tenant also agrees: (1) to indemnify and save the Landlord harmless from and against all reasonable expenses which the Landlord may incur, including, without limitation, legal expenses, reasonable attorneys' fees, brokerage fees and the cost of putting the Leased Premises in good order, reasonable wear and tear excepted or preparing the same for rental; (2) that the Landlord may relet the Leased Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may, at the Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and of any extension thereof and may grant concessions or free rent; and (3) that the Tenant or its legal representatives shall pay the Landlord, as liquidated damages for the failure of the Tenant to observe and perform the Tenant's covenants herein contained, any deficiency between the rent hereby reserved and the net amount, if any, of the rents collected on account of any lease or leases of the Leased Premises for each month of the period which would otherwise

have constituted the balance of the term. The failure or refusal of the Landlord to relet the Leased Premises or any part or parts thereof shall not release or affect the Tenant's liability for damages. The Landlord, at its option, may make such alterations, repairs or replacements and decorations on the Leased Premises that the Landlord, in its sole judgment considers advisable and necessary for the purposes of reletting the Leased Premises. The making of such alterations or decorations shall not operate or be construed to release the Tenant from liability hereunder. The Landlord shall, in no event, be liable for failure to relet the Leased Premises or, if the Leased Premises are relet, for failure to collect the rent thereof under such reletting. Landlord will make reasonable efforts to relet the premises; however, Landlord shall not be otherwise obligated to mitigate its damages.

Section 13.3 - Non-Waiver. The Landlord's failure to act upon a breach of any of the covenants of this Lease by the Tenant shall in no way constitute a waiver of the rights of the Landlord, at any time in the future, to act upon such default; nor shall any such failure to act prevent the Landlord from acting in the event of any other or further breach of the Tenant's covenants. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing and signed by the Landlord. No payment by the Tenant or receipt by the Landlord of a lesser amount than the Base Rent or Additional Rent then due shall be deemed other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent been deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease.

Section 13.4 - Deferred Payments. No delay or delays in the payment of rent reserved in manner or in time stipulated and no failure of the Landlord to enforce the provisions of this Lease upon such occasion or in the case of default of any covenant herein contained on the part of the Tenant to be performed shall be construed as creating a custom of deferred payments or as a waiver of any of the provisions of this Lease or of the Landlord's right to terminate this Lease or otherwise to enforce the provisions thereof.

Section 13.5 - Provisions Not Exclusive. Any and all rights and remedies herein created for the Landlord shall be cumulative, and the use of one remedy shall not be taken to exclude or waive the right to the use of another. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

Section 13.6 - Indemnification. The Tenant shall defend, indemnify and save harmless the Landlord and its agents and employees against and from all liabilities, suits, actions, damages, liability and expense, penalties, claims and costs which may be imposed upon or incurred by or asserted against the Landlord or its agents or employees by reason of, or in any way arising out of, the Tenant's use or occupancy of the Leased Premises or any part thereof after the execution of this Lease or occasioned wholly or in part by any act or omission of the Tenant, its

agent, contractors, employees, servants, invitees, licensees or concessionaires, including, but not limited to, any of the following occurring during the term of this Lease:

(a) Any work done in, on or about the Leased Premises or any part thereof after the execution of this Lease by or at the request of the Tenant, its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees, invitees or concessionaires;

(b) Any negligence or otherwise wrongful act or omission on the part of the Tenant or any of its agents, contractors, sub-contractors, servants, employees, sub-tenants, licensees, invitees or concessionaires;

(c) Any accident, injury or damage to any person or property occurring in, on or about the Leased Premises or any part thereof or any passageway or space adjacent thereto;

(d) Any failure on the part of the Tenant to perform or comply with any of the material covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing, which approval Landlord shall not unreasonably withhold.

ARTICLE XIV

Security Deposit

The Tenant has deposited with the Landlord the sum of Five Thousand Thirty Seven and 50/100 (\$5,037.50) Dollars as security for the performance by the Tenant of the terms of this Lease. The Landlord may use, apply or retain the full or any part of this security so deposited to the extent required for the payment of any Base Rent, Additional Rent or other sum as to which the Tenant is in default or for any sum which the Landlord may expend or may be required to expend by reason of the Tenant's default with respect to any of the terms of this Lease, including, but not limited to, any damages or deficiencies in the reletting of the Leased Premises, whether such damage or deficiency occurred before or after summary process proceedings or any other re-entry by the Landlord. In the event that the Tenant shall comply with all the material terms of this Lease, the security shall be returned to the Tenant after the date fixed as the last day of this Lease and the delivery of possession of the Leased Premises to the Landlord. In the event of the sale of the Leased Premises the Landlord shall have the right to transfer the security to the vendee, and the Landlord shall thereupon be released from all liabilities for the return of such security. In such event, the Tenant shall look solely to the new Landlord for the return of such security. The Tenant shall not assign or encumber the money deposited as security, and neither the Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance. In the event of bankruptcy or other creditor-debtor proceedings against Tenant, all security deposits held by Landlord shall be deemed to have been applied to the payment of rent and other

charges due Landlord for all periods prior to the filing of such proceedings to the extent of any such rent or other charges were due. Tenant shall not be entitled to any interest on said security deposit.

ARTICLE XV

Termination and Surrender

Section 15.1 - Condition of Premises. Upon expiration or other termination of this Lease, the Tenant shall:

(a) Quit and surrender the Leased Premises in as good condition as reasonable use and wear thereof will permit, damage by fire, other casualty and the elements excepted.

(b) Remove from the Leased Premises its goods and effects and those of all persons claiming under the Tenant, such goods and effects to include but not be limited to all movable partitions erected by it, appliances, shelving and all other equipment, stock, and materials which the Tenant may have installed in, or brought upon, the Leased Premises; provided, however, that the Tenant shall, at its own expense, repair all damage to the Leased Premises by reason of such removal.

(c) Surrender with the Leased Premises all repairs, alterations, other improvements or installations made to or upon the Leased Premises, which are so attached to the realty that the same will be by law deemed to be a part of the realty and which shall thereafter be the property of the Landlord and remain. Notwithstanding the foregoing, all trade fixtures, lighting fixtures and signs, whether by law deemed to be a part of the realty or not, installed by the Tenant at any time or anyone claiming under the Tenant, shall remain the property of the Tenant or persons claiming under the Tenant and may be removed by the Tenant or anyone claiming under the Tenant at any time or times during the term of this Lease.

Section 15.2 - Holding Over. If the Tenant remains on the Leased Premises beyond the expiration of this Lease or any renewal or extension thereof without the written consent of the Landlord, such holding-over shall not be deemed to create any tenancy, but the Tenant shall be a Tenant at sufferance only, at a daily rate equal to one and one-half (1.5) times the per diem rental rate and other charges under this Lease, and the Landlord shall have, in addition, all of the rights and remedies reserved to it under this Lease except those relating to the Term of this Lease.

ARTICLE XVI

Extended Term

Section 16.01 - Extended Terms. Provided this Lease is in full force and effect, and Tenant shall not be in default hereunder beyond applicable grace periods, if any, Tenant shall have the option to extend the term of this Lease for three (3) periods of five (5) years each (hereinafter "Extended Term") following the initial term hereof upon the same terms and conditions of this Lease except that the Base Annual Rent for each

Extended Term shall be increased by two (2%) percent each year and shall be payable in equal monthly installments, payable in advance, on the fifteenth (15th) day of each month and continuing on the 15th day of each month thereafter. The Tenant shall exercise the option for any Extended Term by notifying the Landlord in writing at least six (6) months prior to the Expiration Date of the then occurring term.

Section 16.02 - Condition of Leased Premises. Tenant agrees to accept the Leased Premises in the condition then existing as of the commencement of the Extended Term and Landlord shall not be responsible for performing any work or furnishing any materials to the Leased Premises, except as otherwise required by this Lease.

Section 16.03 - Time of the Essence. Time shall be of the essence with respect to all times and dates set forth in this Article.

ARTICLE XVII

Transfer of Landlord's Interest and Limitation of Obligation

Section 17.1 - Transfer of Landlord's Interest. This Lease shall be binding upon the Tenant, its successors and assigns. However, the obligations of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building, and in the event of such transfer, said obligations shall thereafter be binding upon each transferee of the Building, but only with respect to the period beginning with the date of such transfer and ending with a subsequent transfer within the meaning of this Article.

Section 17.2 - Limitations of Obligations. Tenant shall look only to such Landlord's estate and property in the Building for the satisfaction of Tenant's remedies or for the collection of a judgment or other judicial process requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of such Landlord shall be subject to attachment, levy, execution or other enforcement procedure for the creation of security or the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Leased Premises.

ARTICLE XVIII

Concluding Provisions

Section 18.1 - Entire Agreement. All understandings and agreements heretofore had between the parties is fully incorporated in this Agreement, which alone fully and completely expresses their understanding.

Section 18.2 - Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.

Section 18.3 - Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provisions hereof.

Section 18.4 - Notice. Any notice, demand, offer or other written instrument required or permitted to be given, made or sent under this Lease shall be given by registered or certified mail, return receipt requested, or by facsimile, addressed as follows:

TO LANDLORD: 280-320 Murphy Road, LLC
P.O. Box 290589
Wethersfield, CT 06129-0589
Facsimile No. 860-246-5555

WITH A COPY TO: Frank A. Leone, Esq.
Leone, Throwe, Teller & Nagle
33 Connecticut Boulevard
P.O. Box 280225
East Hartford, CT 06128-0225
Facsimile No. 860-282-1539

TO TENANT: Connecticut Wellness Centers, L.L.C.
At the Leased Premises
Facsimile No.:

WITH A COPY TO: Mark A. Kirsch, Esq.
Cohen & Wolf
115 Broad Street
Bridgeport, CT 06604
Facsimile No. 203-337-5554

Either party may change its address set forth in this Section by giving notice to the other party in accordance with this Section.

Section 18.5 - Arbitration. In the event of any dispute concerning the matters set forth in the Destruction and Condemnation Article of this Lease, among or between any party bound by the terms of this Lease Agreement, such dispute shall be settled by arbitration in Hartford, Connecticut, in accordance with the rules of the American Arbitration Association as then existing, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Section 18.6 - Notice of Lease. This Lease shall not be recorded, but a Notice of Lease conforming to the requirements of Section 47-19 of the Connecticut General Statutes, executed by both the Landlord and the Tenant, may be recorded by either the Landlord or the Tenant, upon the request of either of them. All governmental charges attributable to the execution or recording of this Notice shall be paid by the party requiring the recording of this Notice.

Section 18.7 - Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 18.8 - Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Section or Articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

Section 18.9 - Connecticut Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut.

Section 18.10 - Waiver of Jury Trial. The Landlord and Tenant do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other.

Section 18.11 - Waiver of Prejudgment Remedy. TENANT ACKNOWLEDGES THAT IT HAS THE RIGHT UNDER SECTION 52-278 (a) THROUGH SECTION 52-278 (8), SUBJECT TO CERTAIN LIMITATIONS, TO NOTICE AND HEARING ON THE RIGHT OF THE LANDLORD TO OBTAIN A PREJUDGMENT REMEDY, SUCH AS ATTACHMENT OR GARNISHMENT, UPON COMMENCING ANY LITIGATION AGAINST TENANT. NOTWITHSTANDING, TENANT HEREBY WAIVES ALL RIGHTS TO NOTICE, JUDICIAL HEARING OR PRIOR COURT ORDER IN CONNECTION WITH THE OBTAINING BY LANDLORD OF ANY PREJUDGMENT REMEDY OR IN CONNECTION WITH THIS LEASE OR ANY RENEWALS OR EXTENSIONS OF THE SAME. TENANT ALSO WAIVES ANY AND ALL OBJECTION WHICH HE/SHE/IT/THEY MIGHT OTHERWISE BE ABLE TO ASSERT, NOW OR IN THE FUTURE, TO THE EXERCISE OR USE BY LANDLORD OF ANY RIGHT OF SETOFF, REPOSSESSION OR SELF HELP AS MAY PRESENTLY EXIST UNDER STATUTE, INCLUDING THE UNIFORM COMMERCIAL CODE, AND COMMON LAW.

Section 18.12 - Successors. This Agreement shall be binding upon the parties thereto, their heirs, successors and assigns.

Section 18.13 - Approval Not Unreasonably Withheld. Notwithstanding anything contained herein, in the event that any provision of this Lease requires that the consent or approval of Landlord or Tenant be given, that consent or approval will not be unreasonably withheld, conditioned or delayed.

Section 18.14 - Compliance with Laws by Landlord. Landlord, at its expense, will comply with all laws, ordinances, regulations, building codes and other regulations of any federal, state, county or city authority relating to the Leased Premises including common areas thereto (except for those laws and regulations applicable to Tenant's particular use of the Leased Premises for which Tenant is obligated pursuant to this Lease).

Section 18.15 - Insurance. Landlord will obtain and keep in force, during the term, "all-risk" coverage insurance in the customary form in the City of Hartford, Connecticut for buildings and improvements of similar character, on the building and improvements of which the Leased Premises are a part. Such insurance will carry a guaranteed replacement cost endorsement. Landlord shall also obtain and keep in force, during the

term, commercial general public liability insurance with commercially reasonable limits.

Section 18.16 - Nondisturbance Agreement. The subordination and attornment provided for in the Lease is conditioned upon Landlord using its best efforts to obtain from each existing and future Superior Mortgagee and Superior Lessor a written nondisturbance agreement reasonably satisfactory to Tenant providing that in the event of a termination of or foreclosure under any such mortgage or lease, such holder will respect Tenant's possession rights under this Lease and will not disturb Tenant's possession of the Leased Premises.

Section 18.17. - Real Estate Broker. The parties represent that AMS Real Estate and Colliers International are the sole real estate brokers responsible for procuring this Lease and each party agrees and covenants to hold each other harmless and indemnify each other from the claims of any agents or brokers for commissions or fees. Landlord and AMS Real Estate shall execute a mutually acceptable brokerage agreement prior to the execution of this Lease and Landlord shall be responsible for payment of all commissions to brokers.

Section 18.18 - Representations and Warranties of Landlord and Tenant.

Landlord warrants and represents that:

A. Landlord has fee simple title to the Leased Premises and the Building.

B. Landlord has full authority to enter into this Lease, and no other person, firm or corporation need join in the execution of this Lease to make Landlord's execution complete or appropriate.

C. Landlord warrants and represents (1) that the Leased Premises and the Building are and will be at the commencement date free from any hazardous, toxic or dangerous substance or material (collectively "Hazardous Materials") defined as such (or meeting criteria so as to be defined as such) in any federal, state, local or municipal law, ordinance, code, decree or requirement regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter may be in effect (collectively "Environmental Laws"); (2) that the Leased Premises and the Building are and will be at the commencement date free of lead paint and any asbestos or asbestos-containing substance; (3) that Landlord has never received any notice of any violation of or non-compliance with any Environmental Law as regards the Leased Premises or the Building; (4) that Landlord has never caused or permitted any Hazardous Material, asbestos or asbestos-containing substance to be placed, held, located or disposed of on, under or at the Leased Premises or the Building or any part hereof.

D. As of the Commencement Date of this Lease, the Leased Premises, the Building, and its systems, are in good operating condition, and the roof is leak-free.

Tenant warrants and represents that:

A. Tenant warrants and represents (1) that the Leased Premises, during the term of this Lease including any extended terms, shall be kept by the Tenant free from any hazardous, toxic or dangerous substance or material (collectively "Hazardous Materials") defined as such (or meeting criteria so as to be defined as such) in any federal, state, local or municipal law, ordinance, code, decree or requirement regulating, relating to or imposing liability or standards of conduct concerning any Hazardous materials, as now or at any time hereafter may be in effect (collectively "Environmental Laws"); (2) that the Leased Premises shall be kept by the Tenant during the term of this Lease including any extended terms, free of lead paint and any asbestos or asbestos-containing substance; (3) that Tenant during the term of this Lease including any extended terms shall not cause or permit any Hazardous material, asbestos or asbestos-containing substance to be placed, held, located or disposed of on, under or at the Leased Premises or the Building or any part hereof; and (4) that Tenant will not do anything that would cause the Leased Premises to become subject to the Connecticut Transfer Act or that would cause the Leased Premises to become a treatment storage or disposal facility under the Conservation Recovery Act, as amended, or that would otherwise increase the Landlord's environmental obligations upon termination of this Lease. Tenant shall be responsible for all damage, costs, expenses and reasonable attorneys fees and shall not be limited to those incurred for investigation, clean-up costs, remediation, losses relating to interruption or cessation of operations, and expenses or fines relating to applicable environmental laws, filing fees, attorneys' fees and Licensed Environmental Professional fees.

B. Tenant has full authority to enter into this Lease, and no other person, firm or corporation need join in the execution of this Lease to make Tenant's execution complete or appropriate.

Each party shall indemnify and hold the other harmless for and on account of any and all loss, damage, cost, expense and attorney fees arising out of or relating to any breach of any of the foregoing representations and warranties. Such loss, damage, cost, expense and attorneys fees shall include but shall not be limited to those incurred for investigation, clean-up costs, remediation, losses relating to interruption or cessation of operations and expenses or fines relating to applicable environmental laws, filing fees, attorneys' fees and Licensed Environmental Professional fees.

The representations, warranties, indemnifications and hold harmless contained in this Article shall survive the termination of this Lease.

Section 18.19 - Relocation of Existing Tenant. Landlord and Tenant acknowledge that the Leased Premises is currently occupied and that upon the Tenant obtaining a license from the State of Connecticut and/or a permit from the City of Hartford to conduct its business, the existing occupant shall be removed and relocated from the Leased Premises, by the Landlord, by not later than February 15, 2014, time being of the essence.

Section 18.20 - Contingencies. Notwithstanding anything contained herein, in the event that Tenant fails to obtain a license from the State of Connecticut and/or a permit from the City of Hartford to conduct its

business, this Lease shall be terminated provided that Tenant provides Landlord with written notice of such termination by January 14, 2014.

Signed this 14th day of November, 2013.

WITNESSED:

Carol A. Nichols
Noreen Marisay

[Signature]
Randy [Signature]

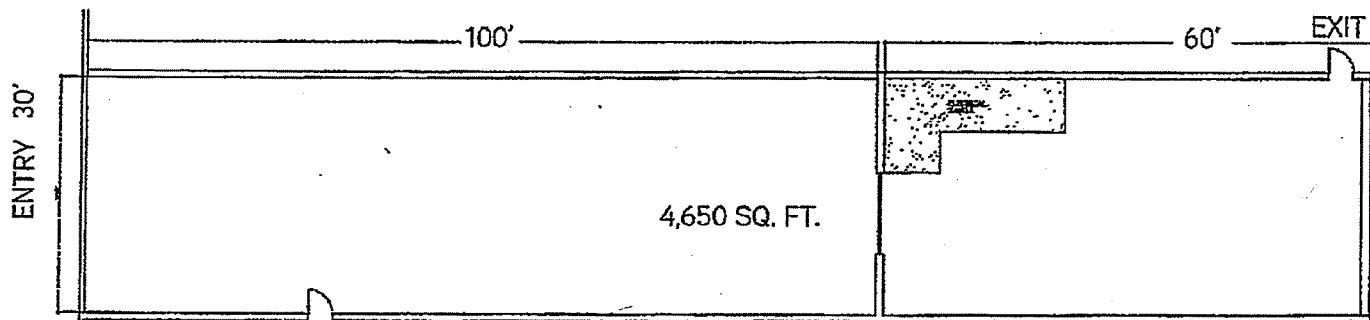
TENANT: CONNECTICUT WELLNESS CENTERS,
L.L.C.

By [Signature]
David Lipton, Member

LANDLORD:
280-320 MURPHY ROAD, LLC

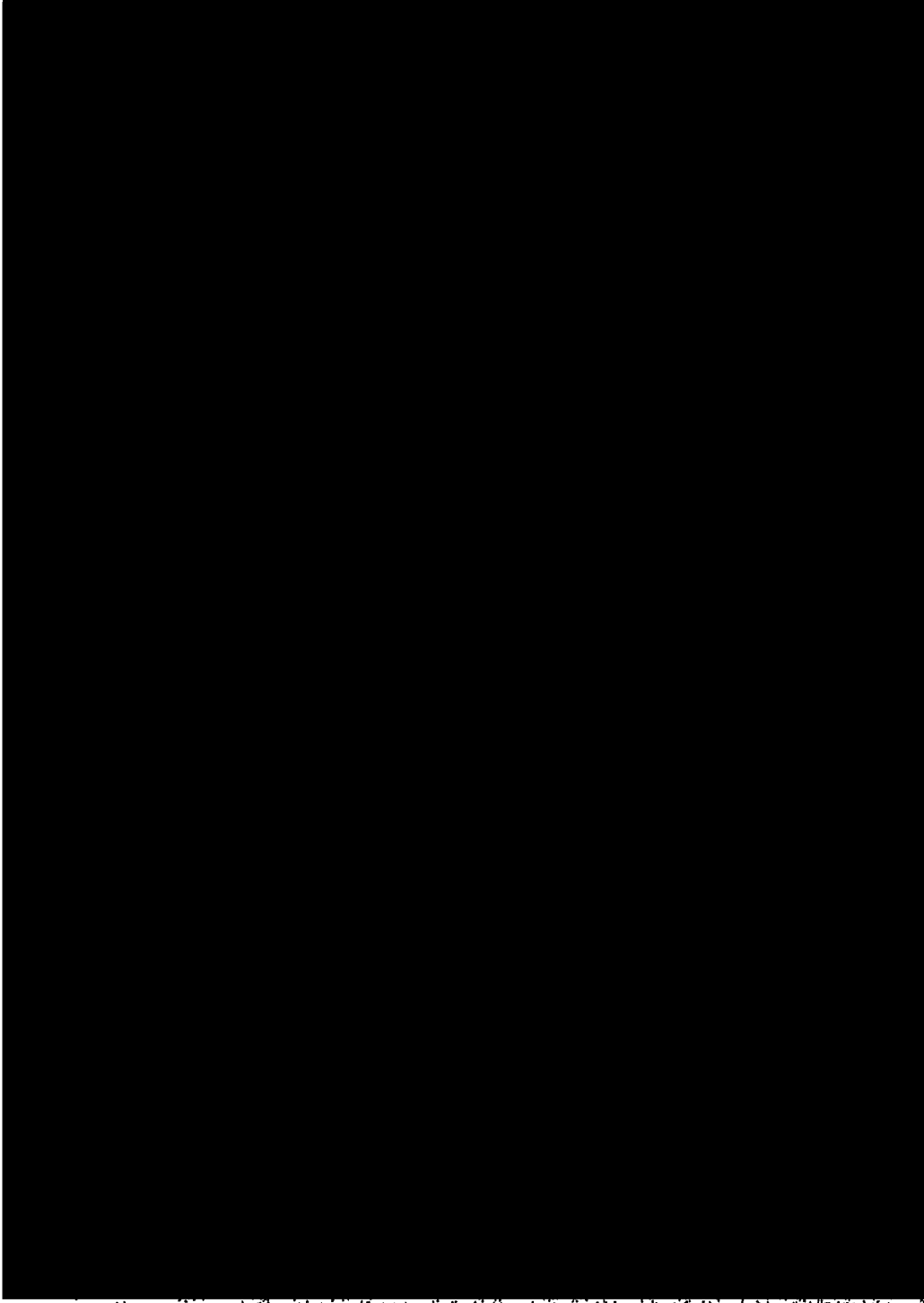
By [Signature]
Joseph A. Sullio, Member

EXHIBIT A



AVAILABLE
OFFICE/WAREHOUSE SPACE
4,650 SQ. FT. TOTAL

EXHIBIT B



PROPOSED BY GOOD FUTURE

EXHIBIT B-2

**ARTICLES OF ORGANIZATION
AND CERTIFICATE OF GOOD STANDING**



MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT
 DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT
 PHONE: 860-509-6003 WEBSITE: www.concord-so.com

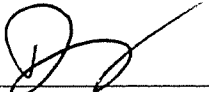
FILING [REDACTED] 01 OF 02 VOL B-01707
 FILED 07/31/2012 08:30 AM PAGE 01638
 SECRETARY OF THE STATE
 CONNECTICUT SECRETARY OF THE STATE

ARTICLES OF ORGANIZATION

LIMITED LIABILITY COMPANY - DOMESTIC

C.G.S. §§34-120; 34-121

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: David Lipton ADDRESS: 61 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824		FILING FEE: \$120 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED: (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.) CT Wellness Centers, L.L.C.		
2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED: ATTACH 8 1/2 X 11 SHEETS IF NECESSARY. To engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Company Act		
3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED: (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: 62 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824		
4. MAILING ADDRESS, IF DIFFERENT THAN #3: PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: CITY: STATE: ZIP:		
5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED: (COMPLETE A OR B NOT BOTH) <input checked="" type="checkbox"/> A. IF AGENT IS AN INDIVIDUAL. PRINT OR TYPE FULL LEGAL NAME: David Lipton		
BUSINESS ADDRESS (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		CONNECTICUT RESIDENCE ADDRESS (P.O. BOX NOT ACCEPTABLE)
ADDRESS: 61 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824		ADDRESS: 61 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824
SIGNATURE ACCEPTING APPOINTMENT: 		

B. IF AGENT IS A BUSINESS:

PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)

ADDRESS:

CITY:

STATE:

ZIP:

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

PRINT NAME & TITLE OF PERSON SIGNING:

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


NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
David Lipton	Member	61 Unquowa Rd., Fairfield, CT 06824	61 Unquowa Rd., Fairfield, CT 06824

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

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

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

DATED THIS 24th DAY OF July, 2012

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
David Lipton	

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

STATE OF CONNECTICUT
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record
in this Office

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,
his 26th day of SEPTEMBER A.D. 2013


SECRETARY OF THE STATE



Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that articles of organization for

CT WELLNESS CENTERS, L.L.C.

a domestic limited liability company, were filed in this office on July 31, 2012.

Articles of dissolution have not been filed, and so far as indicated by the records of this office such
limited liability company is in existence.



Secretary of the State

Date Issued: September 25, 2013

Business ID: 1079202

Standard

Certificate Number: 2013281211001

Note: To verify this certificate, visit the web site <http://www.concord.sots.ct.gov>

EXHIBIT B-2

**LETTER FROM
CITY OF HARTFORD**



CITY OF HARTFORD



DEPARTMENT OF DEVELOPMENT SERVICES
250 Constitution Plaza, 4th floor
Hartford, Connecticut 06103-1822

PEDRO E. SEGARRA
MAYOR

Telephone: (860) 757-9040
Fax: (860) 722-6402
www.hartford.gov

THOMAS E. DELLER, AICP
DIRECTOR

KHARA C. DODDS, AICP
PLANNING DIVISION DIRECTOR

November 14, 2013

Mr. David Lipton
CT Wellness Centers, LLC
61 Unquowa Road
Fairfield, CT 06824

RE: Zoning Permit Application #20134800 – 310 Murphy Road

Dear Mr. Lipton,

On November 12th, 2013 the City of Hartford Planning and Zoning Commission passed a new zoning regulation conditionally permitting the operation of medical marijuana dispensaries in the I2 zoning district. The new regulation is subject to a 15 day appeal period in accordance with Section 8-7 of the Connecticut General Statutes.

We have received the application you submitted for the operation of a medical marijuana dispensary at 310 Murphy Road in Hartford. The materials submitted show that the site is in the zone where dispensaries may be located, parking is adequate for the new use, and the requirements listed in Section 875(a) of the new regulation are all satisfied. We understand that the dispensary will have only one sign that is consistent with the requirements of Section 875(b) of the new regulation.

Based on the new regulation and our review of your application materials, we believe that your application satisfies the criteria contained in Section 875 and after the close of the appeal period we expect to approve your application for 310 Murphy Road.

Sincerely,

Thomas E. Deller, AICP
Development Director

CC: File
Attorney Diane Whitney, Pullman & Comley LLC

EXHIBIT B-4

SIGNAGE

EXTERIOR SIGNAGE



CT WELLNESS CENTERS

INTERIOR SIGNAGE

**Video Surveillance & 24-
Hour Alarm Monitoring**

**More than  Cameras are
Monitoring this Facility Inside
& Out**

-

INTERIOR SIGNAGE

**Do Not Enter
Limited Access Area
Access Limited to
Authorized Personnel
Only**

EXHIBIT B-5

**MAPS / PHOTOS REGARDING THE
SURROUNDING AREA
WITH
EXTERIOR VIEWS OF THE BUILDING**

EXTERIOR VIEWS





AERIAL VIEW 310 MURPHY ROAD



LOCATION OF 310 MURPHY ROAD

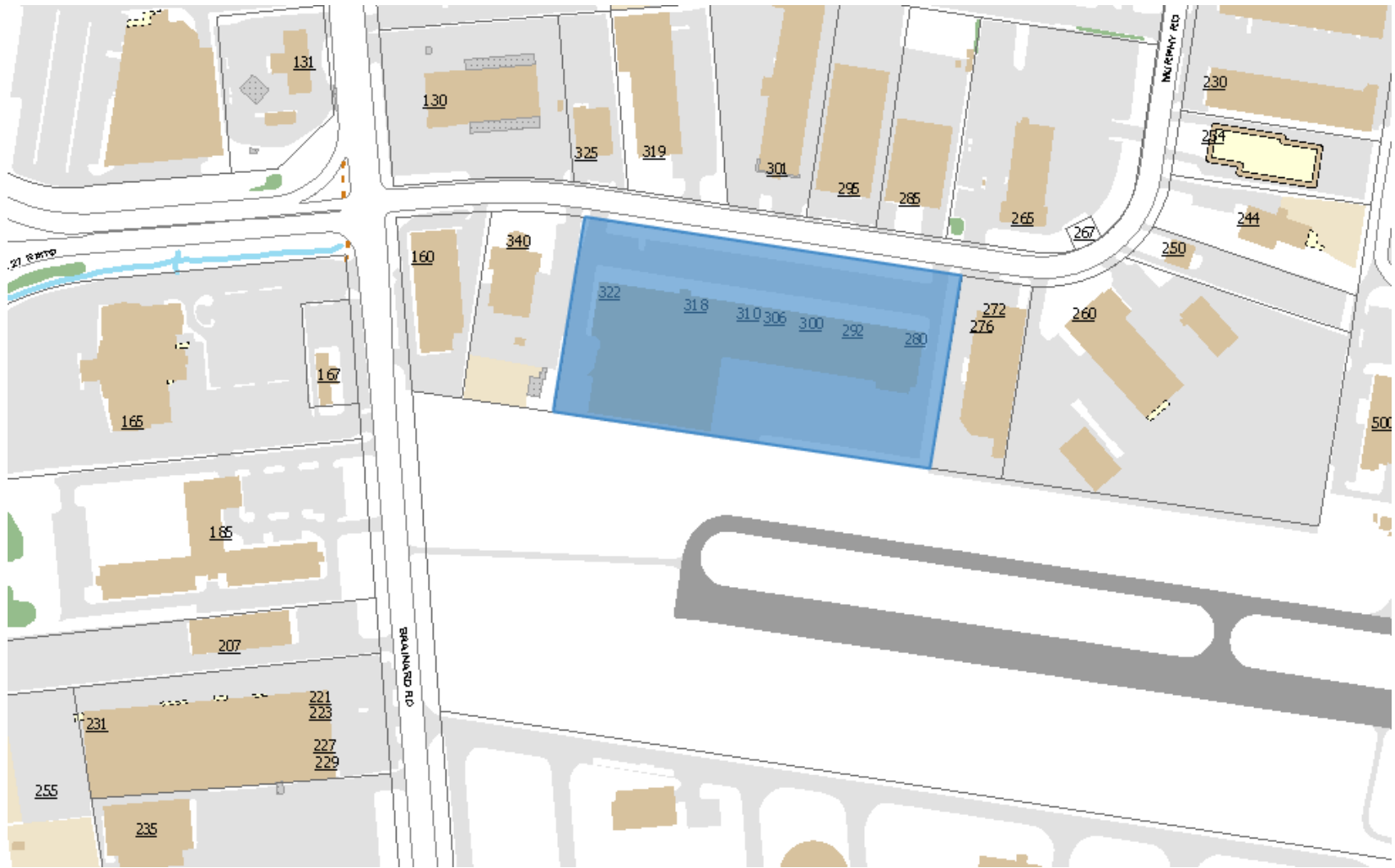


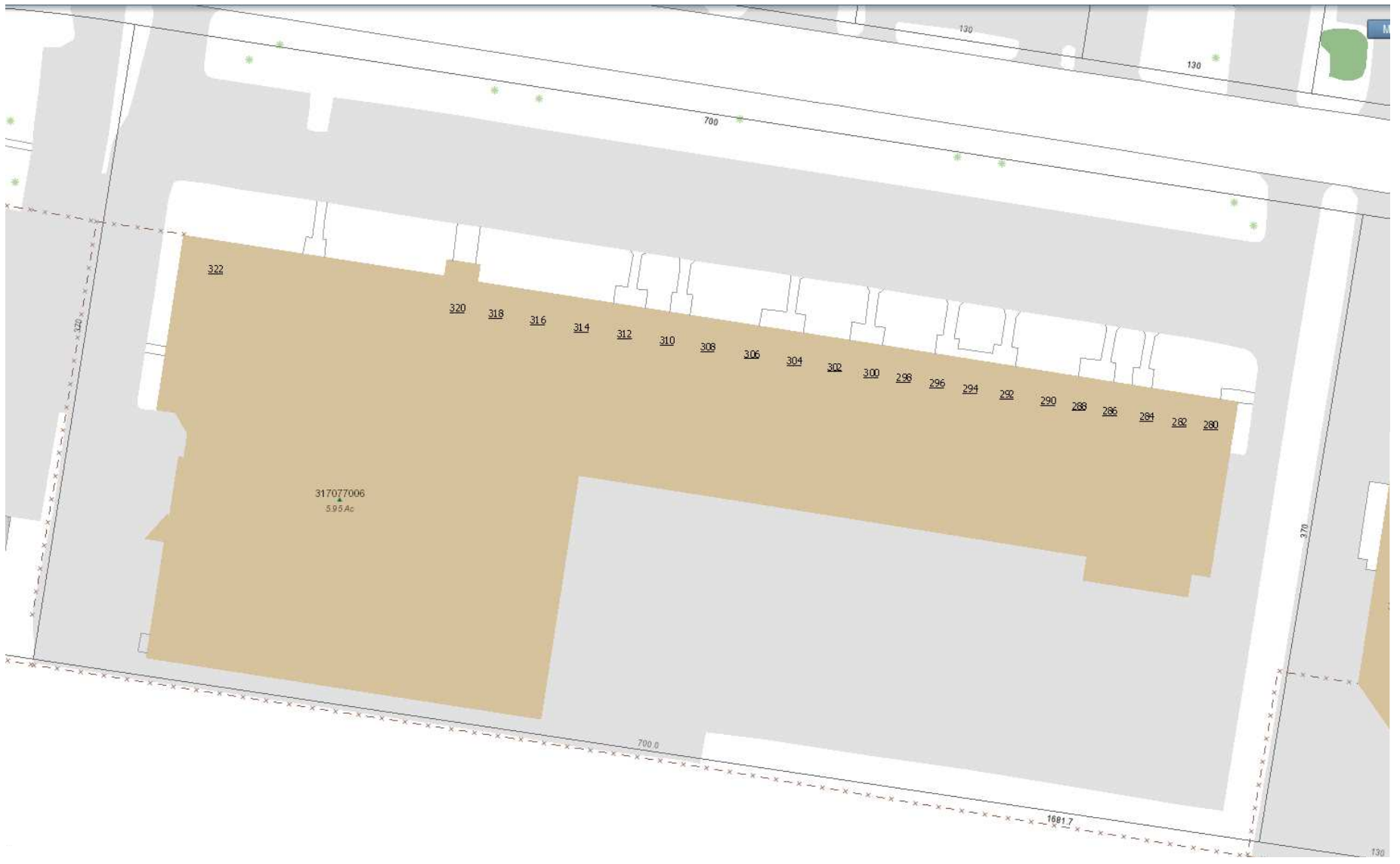
EXHIBIT B-6

AERIAL VIEWS AND SITE INFORMATION

AERIAL VIEW 310 MURPHY ROAD







Unofficial Property Record Card - City of Hartford, CT

General Property Data

Parcel Identification 317-077-006	Property Location 0282 MURPHY RD HARTFORD	
Property Owner TWO-80-320 MURPHY RD LLC	Property Use OFF/MANUFAC	
Mailing Address PO BOX 290589	Most Recent Sale Date 2/4/1999	
	Legal Reference 04061-0188	
City WETHERSFIELD	Grantor MUROS NORTH LIMITED,PARTNERSHIP	
Mailing State CT Zip 06129-0589	Sale Price 2,250,000	
ParcelZoning I2	Land Area 5.950 acres	

Current Property Assessment

Fiscal Year 2012	Total Value 1,613,710
Land Value 979,720	Building Value 606,200

Building Description

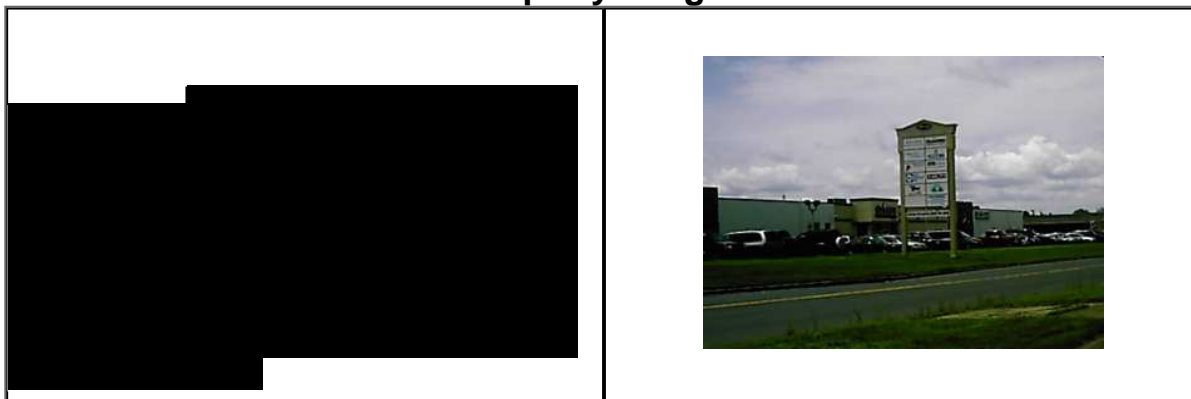
Building Style RETAIL	Foundation Type Concrete	Flooring Type COMBINATION
# of Living Units 0	Frame Type Steel	Basement Floor N/A
Year Built 1970	Roof Structure FLAT	Heating Type Warm Air
Building Grade Good	Roof Cover Tar & Gravel	Heating Fuel Gas
Building Condition Average	Siding Conc Block	Air Conditioning 26%
Finished Area (SF) 91460	Interior Walls AVERAGE	# of Bsmt Garages 0
Number Rooms 0	Number Beds 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 5.950 acres of land mainly classified as OFF/MANUFAC with a(n) RETAIL style building, built about 1970 , having Conc Block exterior and Tar & Gravel roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

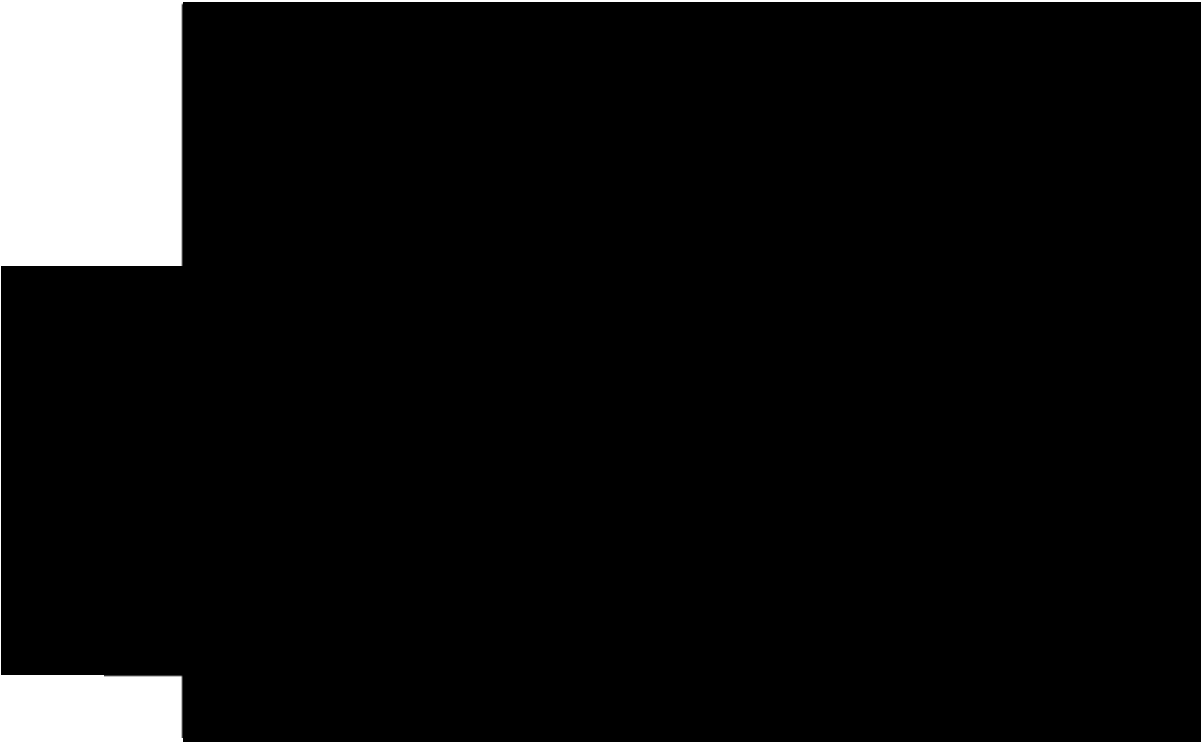


EXHIBIT B-7

PROXIMITY MAPS REGARDING OTHER ESTABLISHMENTS / ORGANIZATIONS

LOCAL POLICE

Get directions My places

Police near 310 Murphy Rd, Hartford, CT

- A** **Wethersfield Police Department** ▾
250 Silas Deane Hwy, Wethersfield, CT 1.2 mi SW
(860) 721-2900 · wethersfieldct.com
- B** **Wethersfield Police Evidence** ▾
250 Silas Deane Hwy, Wethersfield, CT 1.2 mi SW
(860) 721-2900 · wethersfieldct.com
- C** **Wethersfield Police Animal** ▾
250 Silas Deane Hwy, Wethersfield, CT 1.2 mi SW
(860) 721-2913 · wethersfieldct.com
- D** **Connecticut State Police - Troop H (Hartford)** ▾
100 Washington St, Hartford, CT 2.1 mi NW
(860) 534-1000 · ct.gov
- E** **Glastonbury Police Department** ▾
2108 Main St, Glastonbury, CT 3.3 mi SE
(860) 633-8301 · glasct.org
- F** **Marshall's Department** ▾
101 Lafayette St, Hartford, CT 2.2 mi NW
(860) 741-0547
- G** **West Hartford Police Department** ▾

Map Traffic

CTWC

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LOCAL FIRE DEPARTMENTS

Get directions My places

Fire Departments near 310 Murphy Rd, Hartford, CT

- A Wethersfield Fire Department**
505 Silas Deane Hwy, Wethersfield, CT 1.7 mi S
(860) 721-2900 · wafd.org
1 review
- B Hartford Fire Department**
275 Pearl St, Hartford, CT 2.4 mi NW
(860) 757-4500 · fire.hartford.gov
- C Hartford Fire Dept Engine 15**
8 Fairfield Ave, Hartford, CT 1.8 mi W
hartford.gov
- D Wethersfield Town Fire Chief**
505 Silas Deane Hwy, Wethersfield, CT 1.7 mi S
(860) 721-2830 · wafd.org
- E Hartford Fire Fighters' Local**
555 Franklin Ave, Hartford, CT 0.9 mi W
(860) 296-3523 · hartfordfire.org
- F East Hartford Fire Department**
31 School St, East Hartford, CT
3.8 mi NE
(860) 291-7400 · easthartfordct.gov

CTWC


Map Traffic

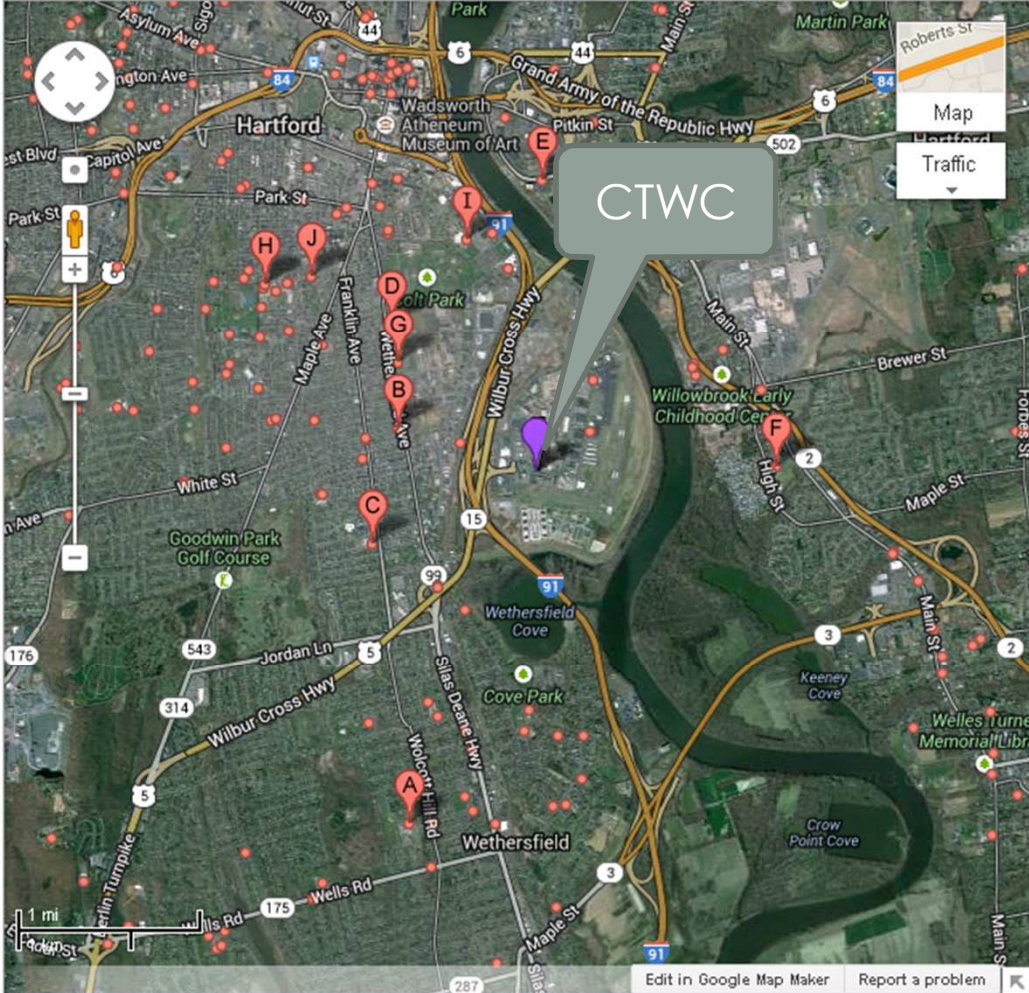
Imagery ©2013 TerraMetrics, Map data ©2013 Google - Edit in Google Map Maker Report a problem

LOCAL SCHOOLS

Get directions My places

Schools near 310 Murphy Rd, Hartford, CT

- A** **Wethersfield High School** ▾
411 Wolcott Hill Rd, Wethersfield, CT 2.1 mi S
(860) 571-8200 · wethersfield.k12.ct.us
webb elementary · board of education · student body · special education · valedictorian
- B** **Henry C. Dwight Elementary School** ▾
Hartford, CT 0.8 mi W
(860) 695-3400 · hartfordschools.org
- C** **Naylor School** ▾
Hartford, CT 1.0 mi SW
(860) 695-4620 · naylor.school.com
1 review · 
- D** **Bulkeley High School** ▾
300 Wethersfield Avenue, Hartford, CT 1.2 mi NW
(860) 695-1000 · bulkeleyhighschool.org
1 review
- E** **Two Rivers Magnet Middle School** ▾
337 E River Dr, East Hartford, CT 1.6 mi N
(860) 290-5320 · tworivers.crec.org
3 reviews · connecticut mastery test · capitol region · student teacher ratio · 6th grade · 8 grade
- F** **Hockanum Elementary School** ▾



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LOCAL PLAYGROUNDS

Get directions My places

Playgrounds near 310 Murphy Rd, Hartford, CT

- A South End Playground** ▾
Hartford, CT 0.9 mi SW
- B Foster Heights Playground** ▾
Amherst St, Hartford, CT 2.3 mi W
(860) 757-4880 · hhs.hartford.gov
3 reviews
- C Millbrook Playground** ▾
East Hartford, CT 2.0 mi E
- D Goodwin Playground** ▾
East Hartford, CT 2.5 mi E
- E George H Day Playground** ▾
Hartford, CT 2.9 mi NW
1 review
- F Rice Heights Playground** ▾
Hartford, CT 2.6 mi W

CTWC

Imagery ©2013 TerraMetrics, Map data ©2013 Google - Edit in Google Map Maker Report a problem

LOCAL CHARITABLE ORGANIZATIONS

Get directions My places

Charitable Organizations near 310 Murphys Rd, Hartford, CT

- A** **Charities of Hope Inc** ▾
770 Wethersfield Ave, Hartford, CT 0.7 mi W
(860) 424-0093 · charitiesofhope.org
- B** **Catholic Charities** ▾
380 Franklin Ave #1, Hartford, CT 1.0 mi W
(860) 296-2901 · ccaoh.org
- C** **South Park Inn** ▾
75 Main St, Hartford, CT 1.7 mi NW
(860) 724-0071 · southparkinn.org
2 reviews ·
homeless people · women and children · permanent housing
- D** **Catholic Charities Groton St** ▾
45 Groton St, Hartford, CT 1.6 mi NW
(860) 206-9265
- E** **Yankee Institute-Public Policy** ▾
800 Connecticut Blvd, East Hartford, CT 2.0 mi NW
(860) 282-0722 · yankeeinstitute.org
free market · think tank · transparency
- F** **Hartford Foundation-Public Gvng** ▾
10 Columbus Blvd, Hartford, CT 1.7 mi N
(860) 728-3342 · hfg.org

Map of Hartford, CT showing various locations. A purple pin labeled "CTWC" is located near Wilbur Cross Hwy and the Connecticut River. The map includes street names, parks, and landmarks like the Wadsworth Atheneum Museum of Art.

Edit in Google Map Maker Report a problem

LOCAL HOSPITALS

Get directions My places

Hospitals near 310 Murphy Rd, Hartford, CT

- A** **Hartford Hospital**
80 Seymour St, Hartford, CT 1.7 mi NW
(860) 545-5000 · hartfordhospital.org
3.3 ★★★★★ 25 reviews ·
health care providers · tertiary care · laboratory medicine · information technology · heart transplant
- B** **Connecticut Children's Medical Center**
282 Washington St, Hartford, CT
1.8 mi NW
(860) 545-9000 · connecticutchildrens.org
4.3 ★★★★★ 12 reviews ·
neonatal intensive care unit · join our team · pediatric intensive care · motion analysis · bone health
- C** **The Institute of Living**
200 Retreat Ave, Hartford, CT 1.6 mi NW
(860) 545-7000 · harthosp.org
- D** **Hartford Hospital Vascular Lab**
80 Seymour St, Hartford, CT 1.7 mi NW
Hartford Hospital
(860) 545-2002 · harthosp.org
- E** **Connecticut Children's Medical Center**
85 Seymour St, Hartford, CT 1.8 mi NW
(860) 545-9370 · connecticutchildrens.org

2000 ft
500 m

Edit in Google Map Maker Report a problem

LOCAL PLACES OF WORSHIP

Get directions My places

Places of Worship near 310 Murphy Rd, Hartford, CT

- A** **Grace Worship Center Church** ▾
750 Wethersfield Ave, Hartford, CT
0.7 mi W
(860) 296-1544 · gwcchartford.org
- B** **First Church of Christ** ▾
250 Main St, Wethersfield, CT 1.6 mi S
(860) 529-1575 · firstchurch.org
contemporary worship · worship services · robin mark · organ festival · pipe organ
- C** **Church of the Good Shepherd** ▾
155 Wyllys St, Hartford, CT 1.6 mi N
(860) 525-4289 · cgshartford.org
- D** **Trinity Episcopal Church** ▾
300 Main St, Wethersfield, CT 1.5 mi S
(860) 529-6825 · trinityepiscopalweth.org
- E** **St Michael's Ukrainian Church** ▾
135 Wethersfield Ave, Hartford, CT 1.4 mi NW
(860) 525-7823
1 review
- F** **St Cyril & St Methodius Rectory** ▾
Hartford, CT 1.8 mi NW

1 mi 1 km

Edit in Google Map Maker Report a problem

LOCAL MILITARY LOCATIONS

Get directions My places

Military Locations near 310 Murphy Rd, Hartford, CT

- A** **US Defense Department** ▾
400 Main St, East Hartford, CT 1.3 mi NE
(860) 565-8533
- B** **US Defense Contract Audit Agency** ▾
130 Darlin St, East Hartford, CT 2.0 mi N
(860) 291-7903 · dcaa.mil
- C** **US Defense Logistics Agency** ▾
130 Darlin St, East Hartford, CT 2.0 mi N
(860) 291-7701
- D** **Army National Guard** ▾
360 Broad St, Hartford, CT 2.6 mi NW
(860) 524-4953 · arng.army.mil
- E** **US Army National Guard** ▾
360 Broad St, Hartford, CT 2.5 mi NW
(860) 524-4963 · nationalguard.com
- F** **Adjutant General** ▾
360 Broad St, Hartford, CT 2.6 mi NW
(860) 524-4953
- G** **Military Department** ▾
360 Broad St, Hartford, CT 2.6 mi NW

Map Traffic

CTWC

Imagery ©2013 TerraMetrics, Map data ©2013 Google - Edit in Google Map Maker Report a problem

LOCAL VETERANS HOMES

Get directions My places

Veterans Homes near 310 Murphy Rd, Hartford, CT

- A** **Veterans Home & Hospital** ▾
287 West St, Rocky Hill, CT 5.7 mi S
(860) 529-2571 · ct.gov
- B** **Veterans Home and Hospital Heliport** ▾
Rocky Hill, CT 5.4 mi S

See all 8,368 results for **Veterans Homes**

[Report a problem](#) · [Maps Labs](#) · [Help](#)

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Map Traffic

CTWC

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Edit in Google Map Maker Report a problem

EXHIBIT B-8

FLOOR PLAN

**CT WELLNESS CENTERS
Proposed Hartford Facility
310 Murphy Rd., Hartford, CT**

4,431 Total Available RSF

3,408 Total USF Proposed

10.31.2013



EXHIBIT C-1

BUSINESS PLAN



CT WELLNESS CENTERS

BUSINESS PLAN

Connecticut Wellness Centers, L.L.C.

310 Murphy Road

Hartford, Connecticut 06114

Phone:

Fax: Toll Free:

www.ctwellnesscenters.com



EXECUTIVE SUMMARY

MISSION

Connecticut Wellness Centers L.L.C. was established by a group of Connecticut business professionals to participate in the State of Connecticut medical marijuana industry. Our goal is to augment health and well-being and improve quality of life for the patients in Connecticut who suffer from the State approved medical conditions. Patients will be served in a compassionate, safe and secure environment by our professional staff. This executive summary will demonstrate how Connecticut Wellness, L.L.C., will accomplish this objective with the most qualified team.

LEGAL ENTITY

Connecticut Wellness Centers, L.L.C., is a Connecticut corporation founded in 2012. It is governed by a seven-member board of directors.

PLACE OF BUSINESS

Connecticut Wellness Centers, L.L.C.
310 Murphy Road
Hartford, Connecticut 06114

WHAT WE WILL BE DOING

Connecticut Wellness Centers, L.L.C., hereafter (CTWC) has a proposed lease for approximately 4500 square feet at 310 Murphy Road, Hartford, Connecticut. This multi-tenant retail plaza is in close proximity to both I-91, I-84 and the Wilbur Cross Highway. Architects have produced final floor plans and CTWC has received zoning approval from the City of Hartford.

- Subsequent to licensure, construction will begin in Q1 2014 with construction completion in 6 - 8 weeks:

1. A dispensary facility area of 330 Square feet
2. 3 counseling offices
3. 1 pharmacist office
4. 1 administrative office
5. Non MMJ sales area

6. Vault and security room
 7. Patient waiting area with 20 chairs
- We predict that this space has the ability to eventually accommodate approximately 16-20 registered patients per hour, during business hours.

WHO WE ARE

“Innovation happens most often when you intentionally bring diverse elements together,” Dr. Ronald Copeland.

Medical Team

This team will design the dispensary and provide all medical oversight. The medical team will work together with the member management team to purchase the best quality strains and marijuana infused products for the dispensary based on the State of CT qualifying medical conditions. This team will also handle patient visits including all counseling on medical options using cannabis.

Joseph Cohen, MD, OBGYN – Advisory Physician Boulder, Colorado

Dr. Cohen is a Connecticut native who completed his residency in Obstetrics and Gynecology in 1983 at Bridgeport Hospital in affiliation with Yale University School of Medicine. Dr. Cohen has had extensive experience in both the evaluation and treatment of patients using medical marijuana for conditions that are now approved by the State of Connecticut. More than three years ago at his Boulder medical practice, Dr. Cohen began incorporating cannabis into treatment protocols, where appropriate, and has since developed protocols for strains and their use with a particular emphasis on strains with elevated cannabidiol (CBD) levels because of their adaptogenic and homeostatic agents.

**Robert Tendler – Pharmacist and Dispensary Manager
Southbury, Connecticut**

Bob has been a pharmacist in Connecticut for over 50 years, a board member on American Red Cross (Danbury, Connecticut chapter), a member of the Connecticut Pharmacist's Association, a board member of the Connecticut Association of Consultant Pharmacists, the 1998 President of the Connecticut Pharmacist's Association, and an owner and a partner in Immediate Walk-In Medical Center, a Danbury, Connecticut facility. Bob is a graduate of the Philadelphia College of Pharmacy & Science.

**Cary Friedman – Pharmacist and Dispensary Manager
Trumbull, Connecticut**

With over twenty-seven years of experience as a pharmacist in Connecticut (including 18 years in a managerial capacity), Carey is an adept problem-solver who maintains exemplary customer service and strict compliance to all Connecticut state regulations. Carey clearly identifies expectations and goals while effectively communicating those objects to all employees. Carey is a graduate from Ohio Northern University in 1981 with a BS in Pharmacy.

**Diane Czarkowski – Dispensary Facility Advisor
Boulder, Colorado**

In 2009 Diane and Jay Czarkowski founded Boulder Kind Care (BKC) with her responsibilities focusing on product ideas, business operations, and patient-related operations. Diane managed patient-relations at Boulder Kind Care (BKC) a dispensary in Boulder, Colorado. BKC was one of the most reputable providers in the state, earning one of the first state and local licenses. Diane is a founding member of the National Cannabis Industry Association; a Board Member of the Women's CannaBusiness Network and serves as the Colorado Chapter President. She is also a sustaining member of Americans for Safe Access (ASA), and on the steering committee of the Colorado Chapter of ASA.

Business Development Team

This group will focus on the business analytics, forecasting, cash flow, business development, long and short term planning.

David Lipton -- Founder and Managing Partner

Westport, Connecticut

David is the owner and CEO of Aztec Management, an out-patient/surgical and healthcare management company in Fairfield, Connecticut. He is currently an owner and partner in 6 healthcare companies (as well as management, leasing, and real estate companies). David began his work in this field in 1994 and is bringing this experience, particularly in the healthcare industry, to establishing and developing Advanced Grow Labs and Connecticut Wellness Centers. David is a BA graduate of the University of Massachusetts.

Seth Sholes -- Executive Vice President Finance

Westport, Connecticut

Seth worked in the securities business for 27 years in New York City at institutions including Gruss and Company, a risk arbitrage firm, Swid Partners, a hedge fund, and for 12 years at First New York Securities as a partner. Seth was a Partner at First New York Securities during which he traded the firms' capital in domestic equities, international equities, options, financial futures, gold, oil, and foreign currencies. One year ago Seth became co-owner in a family owned wine and liquor retail business based in Westport, Connecticut. Seth is a graduate of Wesleyan University with a BA in International Politics.

Member Management Team

This group will manage all the day to day operations of the dispensary. Direct our retail strategy, and be responsible for all product purchasing decisions.

Marc Gare - Executive Vice President Operations

Weston, Connecticut

An entrepreneur by nature, Marc started his first business at 17 years of age. Marc is currently the owner and managing director of Perry Pools and Spas, a Norwalk, Connecticut based company founded in 1969. Perry Pools and Spas is one of the premier pool construction and service companies in Fairfield County, Connecticut

which holds three DCP licenses. Marc purchased the company in 1994 and doubled revenues in the first 5 years of ownership. Marc received his BA from Ithaca College. Marc lives in Weston, Connecticut.

**Mark Schwartz - Executive Vice President Communications
Weston, Connecticut**

Mark began his career as an account executive at Clarion Marketing & Communications before co-founding New England Auto Brokers, an auto consulting and purchasing service. After NEAB he joined the corporate restructuring leader Alvarez & Marsal, as Director of E-Commerce for Cluett American Group. Mark's team oversaw the design, implementation and growth strategies for Cluett's various corporate brand identities which included Arrow Dress Shirts, Great American Knitting Mills and Kenneth Cole Private labels. Mark then went to work for Medixpress; a leading healthcare provider in document management services. Mark is currently involved in property management in CT. and MA. He received his Bachelor of Science from Boston University and did post graduate studies in International Business Management at Tel-Aviv University.

Security & Compliance

This group will oversee compliance and the security of our facility and employees.

**Jay Skowronek – Director of Security
North Branford, Connecticut**

With a Military background and over 30 years of security experience (ADT, Stanley Convergent Security, TYCO), Jay brings to the team a proven track record of exceptional experience in high level security implementation. He will design and oversee all levels of security at the production facility. He will be responsible for programs to deter theft and diversion as well as employee safety. Jay will conduct all scheduled and unscheduled Emergency situation drills and reviews for the ongoing security of AGL. Jay will also review all new technology and protocols for safety, and deliver recommendations to the AGL Board of Directors. Jay has developed protocols for secure product delivery to the dispensaries of Connecticut.

Elaine Lonergan – Director of Compliance

Westport, Connecticut

Elaine is a technical writer, creative writer, organizational specialist, and has worked much of her career in the publishing industry. Elaine is adept at detailed oversight, including compliance to all Connecticut State regulations and for writing all AGL designated policies and procedures, based on the Connecticut regulations. Elaine received her BA with honors from Sarah Lawrence College and did graduate work in the Ph.D. English Department at Duke University.

WHO ARE OUR CUSTOMERS

CTWC will dispense its medical marijuana and marijuana infused products only to registered patients in Connecticut. Our long term goal will be to make available, product lines based on the needs and feedback of the patients we serve. As part of our information gathering process, we will work to have an open dialogue with our patients to better capture and review their experiences with our products so we can provide fact based feedback to our suppliers.

HOW WE WILL SERVICE OUR CUSTOMERS

CTWC will distinguish itself through selling medical marijuana and approved infused products to patients in a compassionate, safe, and secure environment. Our goal will be to establish a relationship with State licensed producers to meet the different needs of our patients. We will conduct daily research based on the data provided by our patients and collected by the pharmacist. We will strive to offer improved medical solutions to all our patients. We will also be sharing patient data with our suppliers to aid in new product development.

Our Patient commitments include:

- State-of-the-art security systems and procedures;
- Educated, professional staff to guide new patients;
- Only the highest quality MMJ paraphernalia will be sold;
- Anticipating demand through ongoing communication with the State Registry System;
- Consistent, high quality products and service to our customers;
- Thorough and ongoing quality assurance review practices;

- A compassionate care program for those in need; and
- Patient evaluation reviews.

KEYS TO SUCCESS AND LONG TERM VIABILITY

- CWC will fund research to aid in the development of superior strains and products, we will do this under the guidance of Dr. Cohen and Dr. Kiyomoto;
- Our Safe and Secure Dispensary will become a place of education that will serve the benefits of the patient first and foremost;
- We will gather data about patient preferences and medicinal efficacy of each product;
- Prudent financial guidance and forecasting;
- Strict compliance and regular training with all policies and procedures clearly documented; and
- Establishing and maintaining a healthy and mutually supportive work environment for our employees.

PRODUCT LINE

CTWC will focus on providing patients with only the highest quality, pharmaceutical-grade medical marijuana that is available from the licensed Connecticut producers. The categories of product CTWC intends to offer include:

Dried Cannabis

- A broad range of strain varieties of ground cannabis as this is likely to be the most common form preferred by patients in the first year of product availability; and
- CTWC will emphasize strains high in cannabidiol (CBD) which is one of the more than 80 cannabanoids that have significant beneficial properties.

Concentrates

- Concentrates, distillations of medicine, provide patients with a medicine that requires less consumption of plant material while still benefiting from high levels of cannabanoids.

Oil Cartridges

- Oil cartridges are a concentrated medicine that is portable, discreet, and provides patients with consistent dosing along with a fast-acting delivery method.

Tinctures

- Tinctures are usually a glycerin-based solution of dissolved cannabinoids that can be taken as drops;
- If held under the tongue, the drops are absorbed directly into the bloodstream and therefore a fast-acting delivery method; and
- Cannabis tinctures can also be added to food or drink.

Capsules

- Capsules will be available in a variety of strains and strengths for CTWC patients that are more comfortable taking traditional forms of medicine.

Edibles

CTWC will provide edible medicine, such as cookies, and brownies, with the emphasis on three key characteristics: consistent and accurate dosing, high quality ingredients, and exceptional flavor. CTWC will offer a wide variety of products that will give adequate options for all dietary restrictions. These offerings include low-glycemic foods (sugar free), gluten-free foods, and vegan foods.

Non- Medical Marijuana Merchandise

Keeping with the mindset of treating the whole patient, CTWC will offer a wide range of merchandise to complement the medicinal product. The merchandise will focus on overall health, wellness, and to provide educational resources. This will include:

- Books and CDs – will focus on education about treating and living with the conditions recognized by the DCP for treatment at Connecticut dispensaries. These will be sourced from holistic health publishers, as well as other publishing houses, such as:
 - Vital Health: <http://www.vitalhealthbooks.com/products.html>
 - Gaiam: <http://www.gaiam.com/>
 - Bull Publishing: <https://www.bullpub.com/catalog>

- Holistic Medicine – herbs, aromatherapy, natural topicals and other over-the-counter remedies such as:
 - Wish Garden Herbs: <http://www.wishgardenherbs.com/>
 - Peaceful Mountain: <http://www.peacefulmountain.com/>
 - Bach Flower Remedies: <http://www.bachflower.com/>

- Vaporizers - CTWC will provide a selection of vaporizers at various price points which will include:
 - **Table Top Vaporizers**
 - Forced Air - utilizes a fan that produces a vapor from the device versus the patient inhaling
 - Bag Fill Vaporizers - utilizes a 'balloon' that permits the patient to store vapor which can be used incrementally
 - Traditional Vaporizers

 - **Portable Vaporizers**
 - Pen Style Vaporizers

- Other products will include more traditional, and typically less costly, methods for dosing (via smoking) with ground medical marijuana including pipes and cigarette papers.

Merchandise carried will only be focused on the marijuana for medicinal purposes, patient health and well-being, and education. There will be no merchandise seeming to endorse or promote the recreational use or culture of marijuana as CTWC is a 'pharmacy resource' for the registered patients of Connecticut.

FUNDING & BUSINESS OVERVIEW – FINANCIALS

CTWC has \$400,000 in initial capital. This funding includes: start up and application preparation fees, architectural design and construction, capital expenditures, and

working capital. CTWC has estimated that this is the amount required for effective operation. Additional capital is available if the following assumptions (see details) change. If we are awarded more than one license we do not foresee an issue with providing the additional capital needed.

We are basing CTWC projected income on the following assumptions:

Assumptions for 2014

- 2,000 registered patients at time of first harvest;
- Initial price per pound is approximately \$6000.00;
- Each patient purchases an average of 1.5oz per month;
- Demand for Connecticut will be 3000oz/month or 180lbs per month;
- For 6/2013 – 12/2013 CTWC estimates 40lbs per month per Dispensary facility; and
- CTWC conservatively projects to sell 240lbs in 2014.

Assumptions for 2015

- 4,000 registered patients in 2015;
- Price per pound remains at \$6,000.00;
- Each patient purchases an average of 1.5oz per month;
- Demand for Connecticut increases to 6,000oz/month or 375lbs per month;
- 75lbs per month per Dispensary facility in 2015 (assuming a total of 5 Dispensary facilities); and
- CTWC conservatively projects to sell approximately 750lbs in 2015.

Assumptions for 2016

- 5,000 registered patients in 2016;
- Price per pound remains at \$6,000.00;
- Each patient purchases an average of 1.5oz per month;
- Demand increases to 7,500oz/month or 470lbs per month;
- 95lbs per month per Dispensary facility in 2016 (assuming a total of 5 Dispensary facilities); and
- CTWC conservatively projects to sell approximately 1,000lbs in 2016.

	Projected Income Statement CTWC 2013-2016			
	2013	2014	2015	2016
Beginning Year Cash Balance	\$400,000.00	\$242,750.00	\$153,907.50	\$1,145,797.50
Total Annual Sales in Pounds	0	240	750	1000
Price Per Pound	6000	6000	6000	6000
Total Revenue	\$0.00	\$1,440,000.00	\$4,500,000.00	\$6,000,000.00
Revenue Mix				
Cannabis-Flower Sales	\$0.00	\$1,368,000.00	\$4,050,000.00	\$5,100,000.00
Edible/Extract Sales	\$0.00	\$72,000.00	\$450,000.00	\$900,000.00
Paraphernalia Sales	\$0.00	\$40,000.00	\$120,000.00	\$150,000.00
Compassion Care Discount	\$0.00	-\$21,600.00	-\$67,500.00	-\$90,000.00
Compassion Care Rebate	\$0.00	\$21,600.00	\$67,500.00	\$90,000.00
Net Revenues:	\$0.00	\$1,480,000.00	\$4,620,000.00	\$6,150,000.00
Expenses:				
Cannabis Cost	\$0.00	\$960,000.00	\$3,000,000.00	\$4,000,000.00
Paraphernalia Cost		\$20,000.00	\$60,000.00	\$75,000.00
Consulting Fees	\$55,000.00	\$25,000.00	\$5,000.00	\$5,000.00
Dues and Subscriptions	\$4,000.00	\$2,500.00	\$2,500.00	\$2,500.00
Meeting and Seminars	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
Travel	\$6,750.00	\$5,000.00	\$5,000.00	\$5,000.00
Entertainment	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Utilities/elec & basic	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00
Pharmacist payroll	\$0.00	\$160,000.00	\$220,000.00	\$270,000.00
Dispensary Technician	\$0.00	\$35,000.00	\$70,000.00	\$100,000.00
Security Payroll	\$0.00	\$45,000.00	\$45,000.00	\$45,000.00
Admin payroll	\$0.00	\$50,000.00	\$50,000.00	\$50,000.00
Payroll taxes	\$0.00	\$18,742.50	\$26,010.00	\$32,130.00
Office Supplies	\$3,500.00	\$3,600.00	\$3,600.00	\$3,600.00
Rent	\$10,000.00	\$45,000.00	\$60,000.00	\$60,000.00
Architect Fees	\$6,000.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$100,000.00	\$0.00	\$0.00
Capital Purchases	\$0.00	\$15,000.00	\$0.00	\$0.00
Application/lic fees	\$1,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Legal	\$60,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Charitable Contributions	\$0.00	\$10,000.00	\$15,000.00	\$20,000.00
Accounting	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Security	\$0.00	\$7,500.00	\$7,500.00	\$7,500.00
Software	\$0.00	\$6,000.00	\$6,000.00	\$6,000.00
Information Technology	\$0.00	\$10,000.00	\$2,000.00	\$2,000.00
Insurance	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
Waste Removal	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00
Total Expenses:	\$157,250.00	\$1,568,842.50	\$3,628,110.00	\$4,734,230.00
Total Net Profit	-\$157,250.00	-\$88,842.50	\$991,890.00	\$1,415,770.00
Year End Cash Balance	\$242,750.00	\$153,907.50	\$1,145,797.50	\$2,561,567.50

SITE SELECTION

CTWC has a proposed lease agreement with the owner of 310 Murphy Road, Hartford, to occupy space in this retail plaza. The dispensary will be conveniently located in a secure location less than a mile from I-91 and close to the Wilbur Cross Highway and I-84. This central location within Connecticut is uniquely situated to service what is currently the third largest registered patient population.

Distance to the closest Police Department: 1.2 miles

Distance to the closest Fire Department: .9 miles

Summary

CTWC has assembled a unique team with diverse qualifications, experience, and industry specific knowledge, to build out and operate a successful and secure medical marijuana dispensary facility. CTWC has secured an appropriate location, centrally located to service the largest number of patients with the shortest travel time. Our educated and professional staff will adhere to the highest standards, and provide a compassionate, safe, and secure environment for Connecticut patients seeking to learn and use alternative therapies for their illnesses. Our diverse team covers many professional areas; A medical doctor, pharmacists, MMJ industry veterans, healthcare management specialists, security and compliance specialists all working together under the daily guidance of our 7 member board of directors.

EXHIBIT C-2

MJ FREEWAY LABELING SOFTWARE

Exact regulation verbiage:

(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

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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.

Advanced Grow Labs 01/02/2014
1234 Main Street
Fairfield, CT 06823
860-555-1234
License # A4327

Chocolate Chip Cookie
Batch ID: CCC122713

Testing Date: 12/28/2013
Exp. Date: 04/28/2014
Net MMJ Weight: 100mg
THC:
THCA:
CBD:
CBDA:
Contaminant Rating: PASS

Ingredients:
Flour, sugar, brown sugar, 100mg activated cannabis oil, coconut oil, chocolate chips, vanilla, salt. Extraction solvent: CO2

This product is infused with medical marijuana and was produced without regulatory oversight for health, safety or efficacy and there may be health risks associated with the consumption of the product. Made in a facility where peanuts and wheat are used.

Sample label for Chocolate Chip Cookies

For dried herb, and concentrates, ingredients will include any nutrients used during the vegetative and flowering cycles.



October 1, 2013

David Lipton
Advanced Grow Labs
400 Frontage Road
West Haven, CT 06516

Reference: Letter of Intent

Dear Mr. Lipton,

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 with Advanced Grow Labs 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", is written over a light blue horizontal line.

Amy A Poinsett
Chief Executive Officer



David Lipton
Advanced Grow Labs
400 Frontage Road
West Haven, CT 06516

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

MJ Freeway

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

David Lipton, Advanced Grow Labs, dlipton@advancedgrowlabs.com



David Lipton
Advanced Grow Labs
400 Frontage Road
West Haven, CT 06516

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.

(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) 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 website.

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.

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David Lipton, Advanced Grow Labs, dlipton@advancedgrowlabs.com



David Lipton
Advanced Grow Labs
400 Frontage Road
West Haven, CT 06516

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.

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David Lipton
Advanced Grow Labs
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West Haven, CT 06516

(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).

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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

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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;

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- (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;

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(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.

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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);

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- (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

- (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

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analysis and provided those results, in writing, to the producer or other designated production facility employee.

(d) A laboratory shall immediately return or dispose of any marijuana upon the completion of any testing, use, or research. If a laboratory disposes of marijuana, the laboratory shall comply with 21a-408-64 of the Regulations of Connecticut State Agencies.

(e) If a sample of marijuana does not pass the microbiological, mycotoxin, heavy metal or pesticide chemical residue test, based on the standards set forth in this subsection, the producer shall dispose of the entire batch from which the sample was taken in accordance with section 21a-408-64 of the Regulations of Connecticut State Agencies.

(1) For purposes of the microbiological test, a marijuana sample shall be deemed to have passed if it satisfies the standards set forth in Section 1111 of the United States Pharmacopeia, which can be obtained at <http://www.usp.org>.

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

Test	Specification
Alfatoxin B1	<20uG/KG of Substance
Alfatoxin B2	<20uG/KG of Substance
Alfatoxin O1	<20uG/KG of Substance
Alfatoxin O2	<20uG/KG of Substance
Ochratoxin A	<20uG/KG of Substance

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

Metal	Natural Health Products Acceptable Limits uG/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

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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;

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- (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.

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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 otherwise disposed of shall show the date of sale, the name of the dispensary facility, qualifying patient or primary caregiver to whom the marijuana was sold, the address of such person and the brand and quantity of marijuana sold.

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(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 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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EXHIBIT C-3

SECURITY POLICY AND PROCEDURE MANUAL



**310 Murphy Road
Hartford, Connecticut 06114**

**Security
Policy and Procedure Manual**

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Purpose / Mission

CTWC will have a complete and vigilant security plan against diversion of controlled substances. CTWC has established tightly controlled security practices that will be critical to the safety of the employees and the security of our products. CTWC will have controls in place at every stage of receiving, storing and selling, to protect products from diversion, employee theft, illegal sale, burglary or robbery.

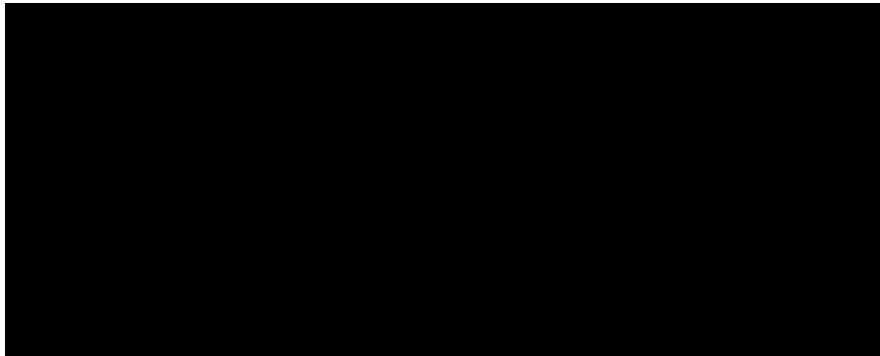
CTWC also understands and addresses in this Security Manual the destruction of medical marijuana (if necessary).

Finally, CTWC will perform monthly risk assessments with the Director of Security, assessing all processes and procedures performed. CTWC intends to share any meaningful discoveries with the DCP and to the overall community of medical marijuana Dispensaries if applicable.

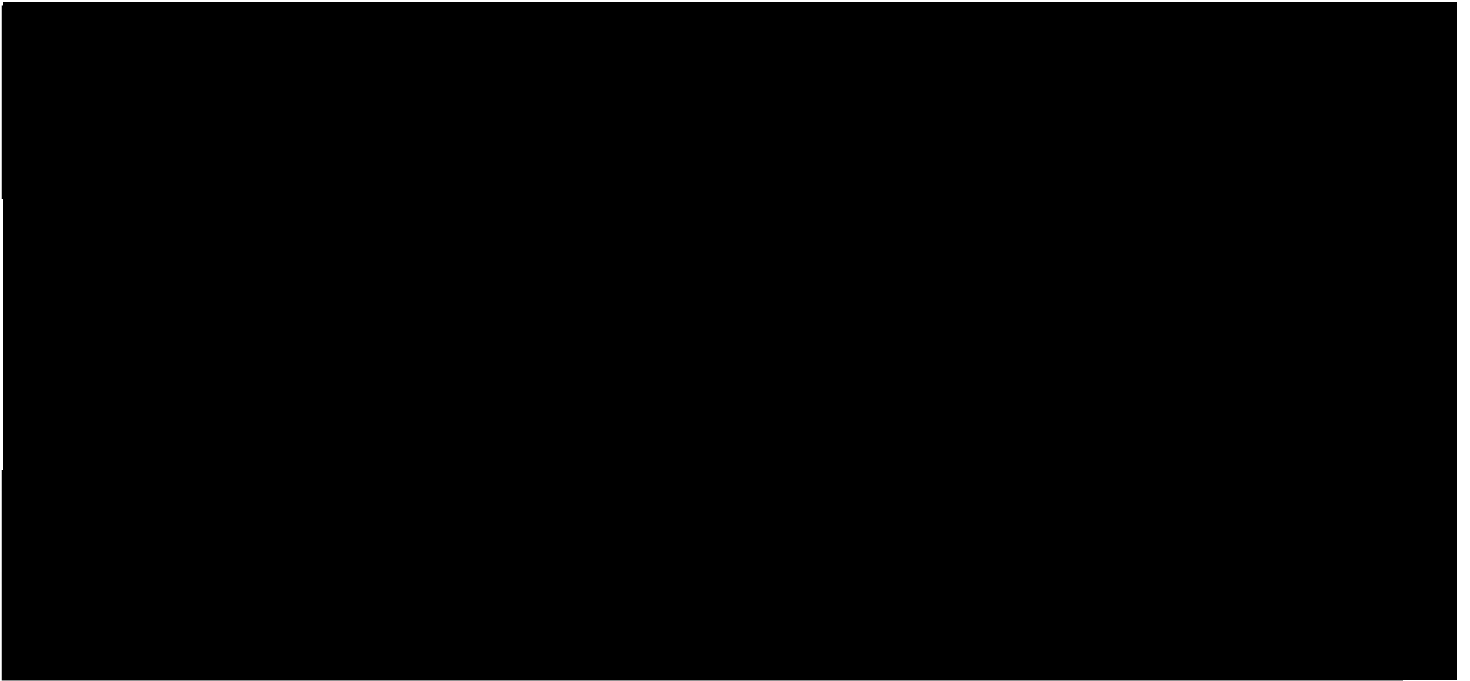
Security Firms Monitoring Connecticut Wellness Centers, L.L.C.:

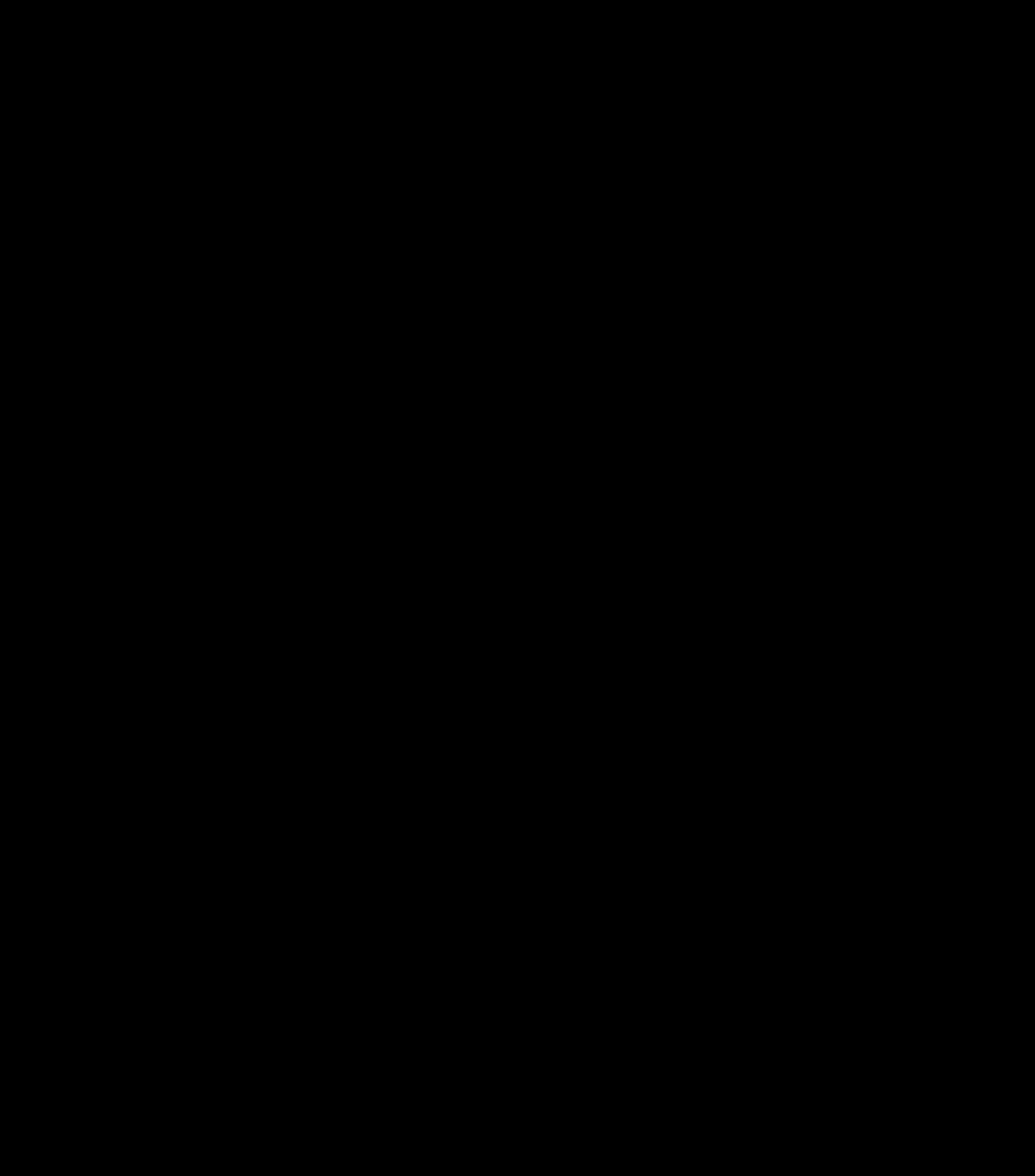
The Dispensary Facility at 310 Murphy Road, Hartford will be protected and monitored by a Tyco Integrated Security.

Tyco Integrated Security Will Install:



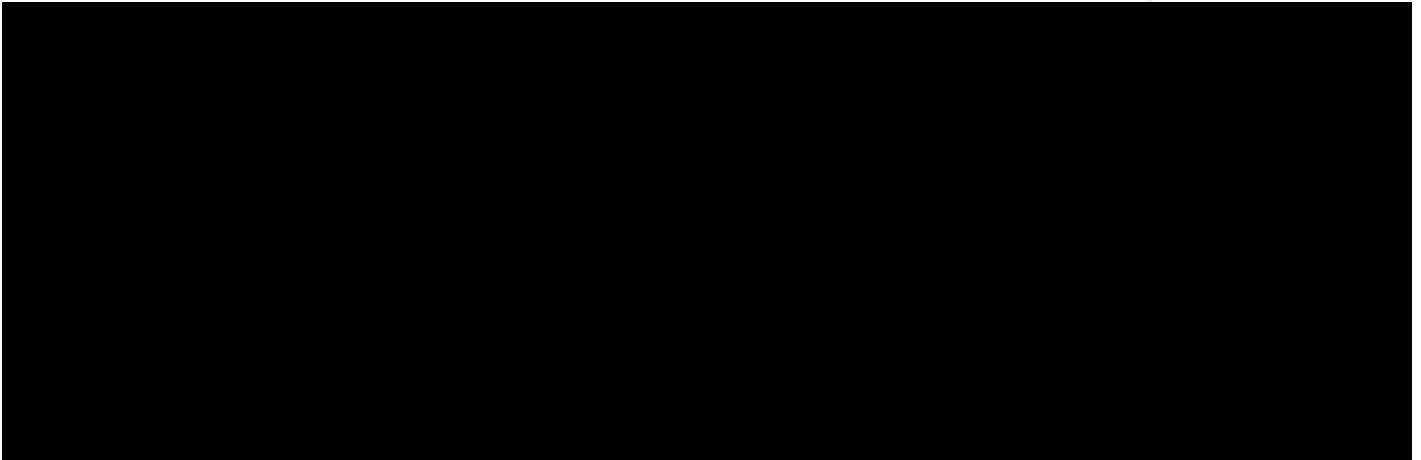
310 Murphy Road - Security and Sensor Layout





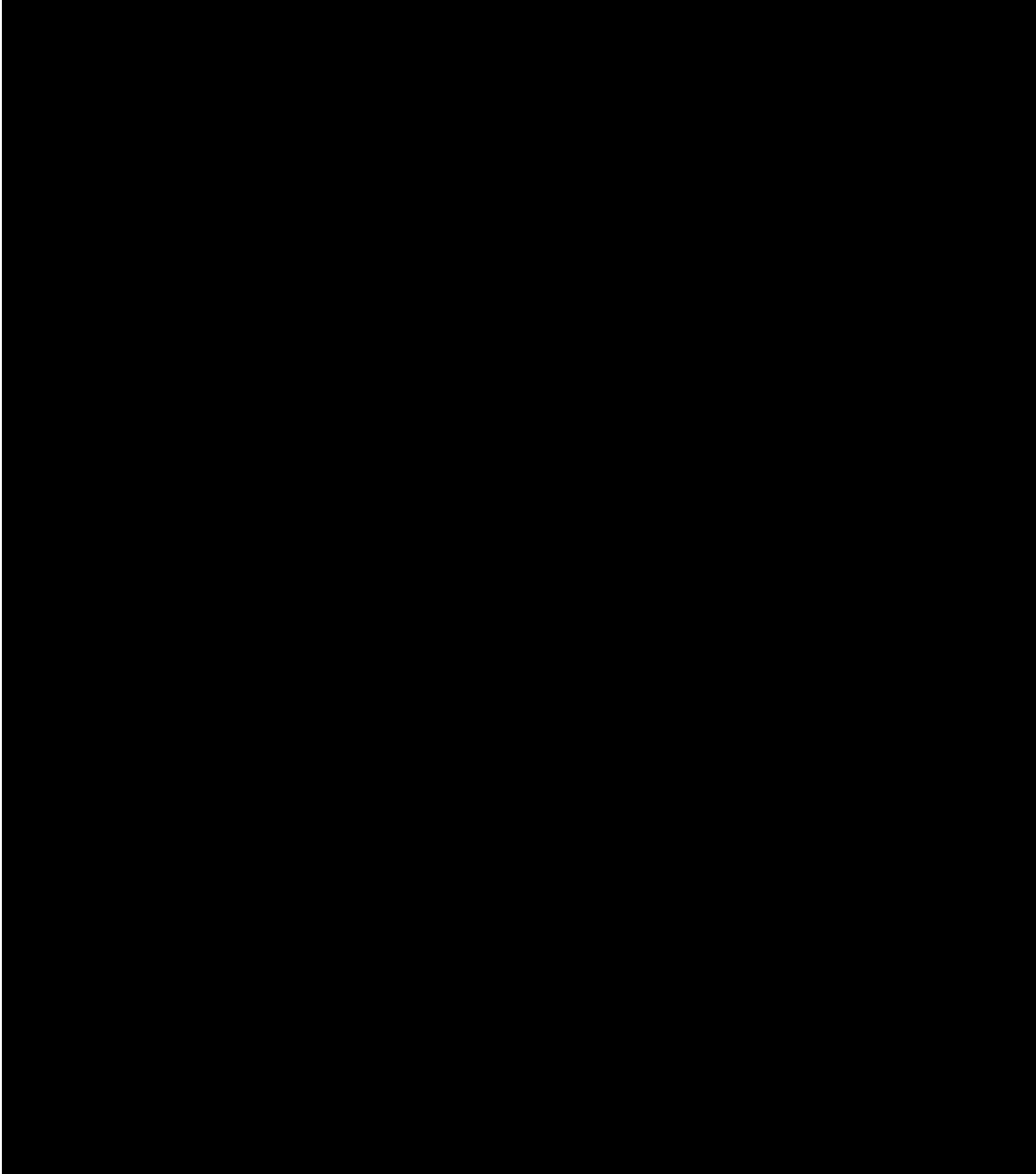
310 Murphy Road - CCTV Layout

11/2/13



4,431 Total Available RSF
3,408 Total USF Proposed
10.31.2013





Universal Facility Security Standards

The state of the art security systems installed at 310 Murphy Road will enhance security, provide audit trails, electronically enforce facility access and prevent any losses through the use of burglary protection, emergency police call, electronic access control and CCTV surveillance/ recording/retrieval systems. Below you will find the highlights of the systems.

- UL-listed premises burglary protection systems with a continuously-pollled IP off-premises connection and with a backup cellular transmitter;
- The ability to remain in operation during a power outage (battery back-up for security only);
- Monitoring and logging of openings/closings of office, Dispensary area, and vault alarm system;
- Security cameras providing clear color still photo (9600 dpi or better) with industry standard images that include an accurate date and time stamp;
- A limited access surveillance room with login sheet (with a video camera directed on the entry door);
- Weekly checks for proper working order of the security system and the back-up system;
- High security, balanced, biased magnetic contact protection on all exterior doors, roof hatch, and selected interior doors;
- Passive infrared intrusion sensors and “verified” combination passive infrared/microwave intrusion sensors located throughout sensitive building areas (excludes closets, lavatories, etc.);
- A video surveillance/recording/retrieval system with IP and high resolution analog surveillance cameras monitoring all: exterior doors, building grounds, perimeter parking areas, office areas and in the vicinity of the vault;
- Video surveillance activity will be archived for a minimum of 30 days (and will archive specific video needed in conjunction with a criminal incident or workplace injury by means of a DVD or stick memory device with this archived video being “watermarked” to ensure integrity of the video recording);
- Hardwired emergency police call devices will be strategically located;

- Employees will be issued wireless, portable emergency police call transmitters which can be either belt-clipped or carried by means of a lanyard;
- The use of a Web-hosted access control system throughout the premises to cancel any Photo ID immediately and remotely, if necessary, upon employee termination;
- Daytime annunciation of all perimeter entrance doors; and
- Staff will be issued unique photo identification that will be worn at all times on the premises.

CTWC Security Plan

Layer 1 - Exterior of the Building

The perimeter of the CTWC facility at 310 Murphy Road is our first layer of security and will be well lit and allows for accuracy in CCTV and other surveillance systems. In all instances throughout the facility, video histories will be kept for a minimum of 30 days and the security cameras will be capable of providing clear still photos (9600 dpi or greater) with industry standard images that include an accurate date and time stamp.

Opening Procedure:

- Security personnel each morning shall conduct a visual inspection of the exterior of the building. The purpose of this initial exterior inspection is to look for signs of possible forced entry. Signs of forced entry include broken windows, doors pried open, etc.;
- Security personnel will then conduct an interior search of the facility;
- Any on site employees will remain in their vehicles in a position to view the facility, until security personnel have cleared the building for entry;
- **Under no circumstances** should employees enter the facility unless security personnel have finished the interior search;
- The Dispensary Facility will open when two employees are on the premises;
- Upon entry to the Dispensary Facility, the alarm that protects the entire Dispensary Facility must be deactivated and lights turned on;

- Once a Dispensary or Dispensary Facility Manager is on the premises, the DFD's secure storage/vault's alarm system will be deactivated and unlocked;
- All procedures for opening should be completing 15-30 minutes prior to opening the door for patients, caregivers, clients, deliveries;

Closing Procedure:

- Two personnel are required to close the Dispensary Facility with the front/entry doors first to be locked;
- Check that all items of value been locked away in their proper safe or vault;
- The secure storage/vault is locked next and its alarm activated;
- Transmittance of day's dispensing records are then sent to the Connecticut Prescription Monitoring Program;
- Cash registers will be counted and cash placed in its own independent safe with a record of the amount;
- Check the facility for persons hiding inside;
- Check that all the doors, windows, and other entrances have been secured;
- Check CCTV for suspicious persons loitering around the exits and parking areas;
- Two personnel will leave the building at the same time and activate the facility's alarm system upon departing; and
- Security personnel will escort final employees out of the facility.

The Exterior of the Building Will:

- Have "daytime annunciating" entry/exit doors;
- Have sensors on the windows along the front of the building (where there is office space) ;
- Have a warning sign located near the front entrance providing details about the extensive surveillance and alarm systems; and
- Have all activity in this area visible on CCTV and monitored by the security office at all times.

Layer 2 - Entry Foyer

The second layer of security is the entry foyer of the building which includes access control hardware, intrusion detection, surveillance, and, at the main entrance at various times, personnel for control and screening. All employees and approved contractors will enter through the front door of the building. Access to the building is through the alarm system where openings and closings are logged by unique employee codes. This type of entrance prevents unauthorized access. CCTV cameras will monitor and log all persons entering/exiting the facility.

Entry Procedure:

- Employees will show credentials to enter the facility;
- Office Staff will wear photo ID badges at all times;
- State registered patients are checked in by staff and granted access to the patient waiting area;
- Vetted and registered guests may only enter the facility under the constant supervision of an employee after they have been photo ID verified, logged in and issued a temporary ID;
- All deliveries must be verified and logged in at the front entrance prior to receiving access to the vault area;

The Entry Foyer Will Have:

- A partition with hardened door to separate the public entry from the secure areas;
- A duress alarm;
- Doors locked at all times, even during business hours;
- “Daytime annunciating” entry/exit doors;
- All activity visible on CCTV and monitored by the security office;
- Motion detectors located inside; and
- High security contacts on all doors.

Layer 3 - Patient Waiting Area

The third layer is where patients wait before being escorted into the restricted Dispensary area.

The Patient Waiting Area Will Have:

- A receptionist monitoring the area during business hours;
- Motion sensors;
- A hardened door with an electronic lock; and
- Video cameras monitoring all doors (exit and entrance) and the door accessing Dispensary access areas where medical marijuana is sold and stored.

Layer 4 - Dispensary Area

Patients will be monitored in the Dispensary area at all times. All medical marijuana products will be stored out of patient reach.

The Dispensary Area Will Have:

- All entry exit doors that are controlled electronically;
- A time lock to only be accessible during regular business hours;
- 24 hour monitoring;
- All doors closed and locked when not in use;
- Sufficient CCTV coverage in all areas; and
- A separate DFD area within that can be locked and alarmed if needed.

Layer 5 - Secure Vault Room

The secure vault room will store all medical marijuana products that are in the Dispensary Facility Department and all medical marijuana products when the facility is closed. This room will be protected by a hardened door, motion detectors, and CCTV.

- CTWC will use an approved safe to store all medical marijuana product;
- Only authorized personnel will have access to this area;
- There will always be two employees present during any movement or inventory of medical marijuana product in the vault room;
- The vault can only be opened and closed by two authorized personnel;
- Will be on a time lock to only be accessible during regular business hours;
- A log of product removed and returned to the vault will be updated daily;
- Inventory will be performed and documented weekly on the contents of the vault room; and
- Entrance doors to the vault room shall be monitored by CCTV.

General Security Guidelines

- Background checks for all new employees;
- Request employees to watch for suspicious activities;
- Adopt a company security whistleblower protection policy;
- Retrieve keys and employment identification cards from an employee and change computer access passwords when their employment ends;
- Keep all access system credentials, access codes, access cards, passwords, etc., secure and accessible only to specifically authorized personnel;
- Arrange with the DCP for prompt and safe disposal of tainted or expired product;
- All employees will be trained on emergency procedures;
- Post emergency response numbers, including fire, law enforcement, and executive team in several locations in the facility;
- Quarterly security reviews with the Director of Security as it is the responsibility of all security staff to constantly review and make recommendations for improvement to the Security Policy and Procedure Manual with all changes being presented for review by the CTWC Board of Directors prior to implementation;
- No medical marijuana sampling will be permitted;
- No medical marijuana will be consumed in any way on the premises;

- Sell medical marijuana only to validated patients or their caregivers who provide, their registration card and a valid photo ID;
- The DFD will be closed and locked and the alarm activated when not in use or when a Dispensary is not on the premises; and
- No person will be permitted in the DFD when a Dispensary is not on the premises or when the Dispensary cannot directly supervise the DFD.

Secure Medical Marijuana Transport

The transportation of all products to CTWC will be initiated by the Dispensary placing an order with a Connecticut state licensed producer. The order will be confirmed by the producer and CTWC will receive a shipping date/time.

The following steps will be procedure at CTWC:

- Purchase orders may only be placed by the Dispensary Facility Manager of CTWC after approval from a CTWC Executive Vice President (EVP);
- The order placed will be checked by the producer. If any product is currently unavailable, the Dispensary Facility Manager will be notified;
- If accepting product replacements, the Dispensary Facility Manager must resend an amended purchase order approved by an EVP;
- The producer will provide a shipping manifest to the Dispensary Facility Manager of CTWC at least 24 hours prior to their shipment leaving the producer facility and will clearly delineate all of the product to be included in the delivery (type, kind, brand, quantity, weight, carton count) as well as date, confirmation that the Dispensary Facility Manager placed the order, and the producer personnel handling the shipment;
- CTWC will retain copies of all shipping manifests as part of their policy and procedures in record-keeping; All designated shipping cartons will be checked and accounted for accuracy (assuring cartons are properly marked for each Dispensary);
- CTWC will require that suppliers label and numerically identified all cartons (i.e., they will be labeled for CTWC and marked #1 of 3, #2 of 3, #3 of 3);

- Cartons are to be marked for any special care instructions i.e., baked goods enclosed, fragile items, handle with care, etc.;
- The delivery van will be unloaded under the supervision of at least one of the drivers, and the Dispensary Facility Manager;
- Once arriving at a Dispensary, the delivery agents will not unlock the doors until they have established contact with the Dispensary Facility Manager to make them aware the delivery has arrived and they engage the Dispensary Facility Manager for safe receipt (and employees of the Dispensary Facility are alerted to be on guard);
- The Dispensary Facility Manager will wait for the producer delivery agent inside the Dispensary to arrange for the most secure delivery method into the facility;
- The Dispensary Facility Manager and one other CTWC employee must count and verify the shipment and then sign off on the delivery agents shipping form verifying the receipt of the correct order;
- The Dispensary Facility Manager may accept or reject an order if there is a discrepancy between the order placed and order received, and advise the DCP and the producer;
- Ensure all laboratory test results are included with the shipment;
- Make sure details of shipment are accurately entered into inventory;
- Ensure that manifests are filed properly;
- Ensure that the new inventory is promptly placed in secure vault; and
- Two people will go into the vault with a handheld barcode scanner to receive the order into inventory.

Internal Product Diversion Measures

CTWC will be using the comprehensive software called MJ Freeway, created exclusively for the medical marijuana business. It was designed, in part, to ensure that no diversion occurs from the time the product(s) enter the facility until the products are sold to a registered patient or caregiver.

- MJ Freeway has defined “roles” for user logins so that employees only have permissions appropriate for their role, so performing inventory, for example,

can only be performed by an authorized user, such as the Dispensary or Dispensary Facility Manager;

- MJ Freeway controls which computers have access to your system, ensuring that employees are only logging into the system when they're actually on site;
- The software provides a robust inventory reconciliation tool, allowing a Dispensary to run regular inventories of all stock stored at the Dispensary Facility and recording historical information so that management may refer back to any past reconciliation to see a summary of changes made.
- 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
- Although data can be changed, the data can never be deleted;
- The software allows a Dispensary Facility 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 Facility to track and ensure that all transactions take place between two legal parties;
- 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;
- 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;
- The software is "cloud-based" – meaning the data resides in a remote, highly secure server facility, much more secure than a local server that can be stolen or vandalized; and

- 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.

General Internal Diversion Measures Include:

- CTWC will be utilizing a 24-hour alarm system and 24 hour surveillance system inside and out;
- Medical marijuana will only be sold in its original, sealed, child-resistant container or packaging, as provided by the Producer
- Checkout registers will be equipped with a scale to verify actual weight of outgoing product against recorded weight;
- The determination to dispose of medical marijuana can only be authorized by the Dispensary and EVP of Operations, a laboratory, law enforcement, a Producer, the DCP Commissioner (or authorized representative), or Court Order.
- All medical marijuana product inventoried, sold, quarantined, or disposed of by CTWC will be accurately recorded in detailed and dated ledgers:
 1. Vault Room: Brand, kind, type, quantity (volume), and items removed or added to the room;
 2. Dispensary Area: Brand, kind, type, quantity, and items removed or added to the room
 3. Quarantine Area: Brand, kind, type, quantity, reason for quarantine, and items removed or added to the room;
 4. Sold: Brand, kind, type, quantity, Dispensary Facility recipient, Dispensary that signed for the product; and
 5. Disposal: Brand, kind, type, quantity, reason for destruction, witnesses (names, date, signatures), who authorized the destruction and who handled the destruction.

- Upon receipt of first shipment, CTWC will inventory the medical marijuana on site. CTWC will account for all types, brands, forms, and their amounts and thereafter conduct weekly inventory, by at least two personnel with one being the Dispensary Facility Manager. This will help detect diversion, theft, loss, or identify product that is outdated, damaged, deteriorated, misbranded, or adulterated. The inventory accounting will include:
 1. The date of the inventory;
 2. An accurate accounting of all medical marijuana on the premises whether in the vault area, Dispensary area, quarantine area, and in what form and age; and
 3. The name, signature, and title of the individuals who conducted the inventory.
- Ledgers will be maintained by CTWC so there will be an accurate record of all medical marijuana in the following categories:
 - a. Ledger 1: Purchases from suppliers;
 - b. Ledger 2: Comprehensive status of medical marijuana on site; and
 - c. Ledger 3: Destroyed medical marijuana.
- When a sample or record is removed by the State or law enforcement, a signed receipt must be obtained and kept on file for 3 years; and
- The Company's accurate and complete records will fully detail the years' business transactions relating to the sale and purchase of medical marijuana.

EXHIBIT C-3

OPERATIONS & COMPLIANCE POLICY AND PROCEDURE MANUAL



**310 Murphy Road
Hartford, Connecticut 06114**

**Operations & Compliance
Policy and Procedure Manual**

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INTRODUCTION

Purpose of Connecticut Wellness Centers, L.L.C. Operations & Compliance Policy and Procedure Manual.

The policy and procedure manual is essential to the efficient operation of the Connecticut Wellness Centers' Dispensary Facility. Its purpose is multifold: to serve as a training and orientation guide for new employees, to serve as an ongoing reference for staff, to serve as a risk management tool that lowers liability exposure in the office, and to promote, by its continued use and updates and revisions, excellence in practice.

For the manual to be effective, it must be kept current and must be shared by all staff members. Above all, policies and procedures must be implemented and enforced. These written policies and procedures will increase understanding of business operations, eliminate the need for personal decisions on matters of Connecticut Wellness Centers' policy, and help to assure uniformity of management practices throughout the organization.

Proprietary Use

The contents of Connecticut Wellness Centers LLC Operations & Compliance Policy and Procedure Manual ("Manual") are confidential and proprietary to Connecticut Wellness Centers LLC and may not be reproduced, transmitted, published, or disclosed to others without Connecticut Wellness Centers LLC's prior written authorization.

Mission

The purpose of Connecticut Wellness Centers is to enhance and improve healthcare through the palliative and specialized use of medical marijuana. Our goal is to augment health and well-being and improve quality of life. Our policy is to strictly adhere to a code of excellence in all facets of Connecticut Wellness Centers' operations.

Definitions

1. **Company** - means Connecticut Wellness Centers, L.L.C. (“CWC”)
2. **CPMP** – means the Connecticut Prescription Monitoring Program (“CPMP”)

Credentials

Dispensary Facility Permit

- The Company will obtain and keep current a Dispensary Facility permit and have it conspicuously displayed

Dispensary Facility Personnel License(s) and Registrations and Employee Identification

- While at work, Company personnel will have all required license(s) and/or registration(s) available at all times
- While at work, Company personnel must conspicuously wear their CWC issued photo ID badges and their Connecticut DCP issued ID card

Dispensary Operating Hours

CONNECTICUT WELLNESS CENTERS, L.L.C.
310 Murphy Road
Hartford, Connecticut 06114

- Monday through Friday from 10:00 AM to 6:00 PM EST
- Saturday from 10:00 AM to 4:00 PM EST

Extended hours of service are available by prearrangement

Observed Holidays

- The Dispensary Facility will be closed for the following holidays:
 - New Year’s Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving
 - Christmas Day
- Hours will be clearly posted at all entrances and will be restated in all advertising materials

Opening and Closing Procedures

Daily Opening Procedures:

1. The Dispensary Facility will open when two employees are on the premises
2. Upon entry to the Dispensary Facility, the alarm that protects the entire Dispensary Facility must be deactivated and lights turned on
3. Phone system must be removed from automatic answering and all messages should be retrieved
4. Computer work stations should be started
5. Once a Dispensary or Dispensary Facility Manager is on the premises, the DFD's secure storage/vault's alarm system will be deactivated and unlocked
6. Cash drawers will counted and/or filled
7. All procedures for opening should be completing 15-30 minutes prior to opening the door for patients, caregivers, clients, deliveries

Daily Closing Procedures:

1. Two personnel are required to close the Dispensary Facility with the front/entry doors first to be locked
2. The secure storage/vault is locked next and its alarm activated
3. Transmittance of day's dispensing records are then sent to the Connecticut Prescription Monitoring Program
4. Cash registers will be counted and cash placed in its own independent safe with a record of the amount
5. All records regarding deliveries, inventory dispensed (both medicinal and non-medicinal), sales, and patient records will be filed if not already done so
6. All workstations and computers will be logged out and shut down
7. Phone will be put on night mode
8. Inventory assessment for all non-marijuana product as well as standard office supplies should be reviewed daily
9. Waiting room and procurement areas (both medicinal and non-medicinal) will be checked for cleanliness
10. Lights and heat will be turned off or down
11. Two personnel will leave the building at the same time and activate the Dispensary Facility's alarm system upon departing

DFD Temporary Closing Procedures during Normal Business Hours

- A sign will be posted near the entrance advising how long it will be closed and the anticipated reopening time

- The Dispensary Facility personnel will make every effort, through email contact or by posting on the Company website, to notify patients and clients of a temporary or permanent change to the hours of operation
- The Dispensary personnel will also attempt to contact those customers who have an appointment scheduled

DFD Permanent Closing Procedures - Transfer of Records

- If the Company's Dispensing Facility is permanently closed (or temporarily closed for an extended period of time), the Company will provide its complete dispensing records to a nearby Dispensary Facility and post a notice providing all details (including the name, address, and phone number of the other Dispensary Facility) on the window or door at the CWC Dispensary Facility.

Confidentiality

- All personnel will be required to maintain strict confidentiality with regard to all of the company's proprietary business information including, but not limited to, the following:
 1. Patient History and Information
 2. Producer/Supplier Information
 3. Marijuana Product
 4. Marijuana Purchasing
 5. Marijuana Inventory
 6. Marijuana Pricing
 7. Office Policies & Procedures
 8. All Security Details, Information, Processes, Passwords, etc.
 9. Company Personnel
- The Company will allow limited and reasonable access to patient treatment history and dispensing information and this will be made available by a Dispensary and only to:
 1. The DCP or state and local law enforcement (for the purpose of investigating and enforcing regulations)
 2. Physicians, pharmacists, or other dispensaries (for the purpose of providing for and monitoring patient care and drug management)
 3. A patient wishing to have access to their personal information
 4. A caregiver with respect to their patient
 5. Any person, the state or federal government or any agency thereof, pursuant to a court-ordered subpoena or search warrant

Dispensary Facility Prohibitions

1. Government or law officers are the only persons allowed in the Dispensary Facility Department without direct supervision
2. Being located within one thousand feet of a school, playground, park, child day care facility, church, temple of other place used primarily for religious worship
3. Only marijuana and acceptable marijuana-related items may be sold on site
4. No marijuana sampling will be provided
5. No marijuana will be consumed in any way
6. No marijuana compounding is permitted
7. No food or beverages can be consumed by patients or their caregivers
8. No one can be in the DFD except personnel and patients and their caregivers who have their registration certificates and photo identification
9. Neither the Dispensary Facility nor an employee of the Dispensary Facility may have an agreement or arrangement with any referring physician, client or supplier which alters or affects a patient's right to choose their own Dispensary Facility
10. A caregiver may pick up a patient's prescription but no other type of delivery service or arrangement is permitted

Prohibitions regarding Alcohol Use, Drug Use, Firearms, and Smoking

- While at work employees are prohibited from:
 1. Drinking alcohol on the premises
 2. Using illegal or unauthorized drugs
 3. Making, selling, distributing or possessing illegal substances
 4. Smoking in non-designated areas
 5. Having firearms on their person or in their possession

Marketing and Promotion

- The Company will only produce advertisements that provide information currently known to be true regarding side effects, contraindications, and effectiveness of the marijuana advertised
- The Company will not co-advertise with any Producer, Physician, or other Healthcare Service provider
- The Company will not produce advertising that:
 1. Is false or misleading (this includes making any statement or representation regarding safety or efficacy that isn't supported by substantial evidence or research)
 2. Is disparaging of any competitor or competitor's products

3. Is obscene or indecent in any way
4. Encourages the use of marijuana for purposes other than prescribed medicinal use
5. Encourages recreational use of marijuana
6. Portrays or suggests an association with a person under the age of 18
7. Offers prizes or awards
8. Makes any statement indicating or implying approvals or endorsements by the Department of Consumer Protection or the State of Connecticut
9. Advertises any marijuana that the Company knows, even exclusively, to be harmful or cause fatality
10. Includes any substantiated claims, representations, or suggestions that a marijuana strain, brand, or product is:
 - a. Better or more useful for a broader range of conditions or patients
 - b. Safer than other drugs or treatments including other marijuana strains or products (unless this has been concluded by substantial evidence or research)
11. Asserts information once regarded as valid but has been rendered invalid
12. Uses quotes or paraphrases out of context or without citing conflicting information from the same source, to convey a false or misleading idea
13. Cites studies on individuals who did not suffer from debilitating medical conditions without disclosing that fact
14. Cites data regarding a marijuana product when it was used in different dosages or forms than those approved in Connecticut
15. Cites information or conclusions from a study that was inadequate in scope and design
16. Only contains information regarding side effects, consequences, and contraindications on only one page of a two-page (spread) advertisement

DCP Marketing Approval Procedures

- The Company will submit advertisements at the same time or prior to their dissemination with the following included in the submission:
 1. A cover letter that:
 - a. Has a subject line: “Medical Marijuana Advertisement Review Package for a Proposed Advertisement for ‘Brand Name’”
 - b. Has a brief description of the format and expected distribution of the proposed advertisement

- c. Has the submitter's name (specify who), title, address, phone number, fax number, and email address
2. A summary of the proposed ad detailing every claim being made in the ad and supporting references
3. Verification that a person in an ad is an actual patient or health care practitioner
4. Verification that a spokesperson who is represented as a real patient is an actual patient
5. Verification that an official translation of a foreign language ad is accurate;
6. Annotated references to support disease or epidemiology information, cross referenced to the ad summary
7. A final copy of the ad including a video if applicable

Facility Exterior - Viewable Marketing/Signage

- The Dispensary Facility building will:
 1. Have only one external sign no larger than 16 x 18 inches
 2. Not illuminate a sign that advertises marijuana product
 3. Not advertise marijuana brand names or use marijuana-related graphics on the exterior of the building in which the Dispensary Facility is located
 4. Not advertise the price(s) of marijuana on the exterior of the building (prices may only be viewed on the Company web site or within the Dispensary Facility)
 5. Not have on display marijuana or marijuana-related product inside the building that can clearly be seen from outside the building

Dispensary's Duties and Responsibilities

- CWC Dispensaries will:
 1. Only sell marijuana to validated patients or their caregivers who provide:
 - a. Their registration card
 - b. A valid photo ID
 2. Maintain, date, and initial, an itemized record for every sale transaction
 3. Be registered with the State of Connecticut's DCP to access the CPMP
 4. Review each patient's controlled substance history report within the CPMP before –
See Exhibit E

5. Use his or her professional judgment in dispensing marijuana to a patient or their caregiver particularly if he or she suspects that dispensing marijuana might have negative consequences to health or safety
6. Dispense a portion of a patient's one-month supply of marijuana yet never provide more than a one-month supply to any patient or caregiver in a one-month period
7. Require that each patient or caregiver assess the efficacy and effects of the marijuana treatment on their condition and their symptoms -- Written documentation of this assessment will be kept for at least three years following the last date the patient used the Dispensary to purchase marijuana (see Exhibit D)
8. Order and store the amount of marijuana needed for efficient operation
9. Assign sequential serial numbers to all marijuana-product dispensed to patients or caregivers and accurately record them in numerical order. This record will include the following details:
 - a. Dispensing date
 - b. Brand of marijuana dispensed
 - c. Producer's serial number
 - d. Product type dispensed – i.e. raw material, edibles, capsule, etc.
 - e. Name and address of the physician
 - f. Name and address of the patient or caregiver
 - g. Signature or initials of the Dispensary who handled the transaction
 - h. The allotment dispensed, either a one-month supply or a partial one-month supply (if a partial one-month, the exact amount dispensed will be noted) and the patient will be advised of remaining available balance

CONNECTICUT WELLNESS CENTERS, L.L.C.
DISPENSARY FACILITY POLICY/PROCEDURE

PATIENT/CAREGIVER/PHYSICIAN ASSESSMENT OF MARIJUANA EFFICACY – Exhibit D

DATE OF ASSESSMENT	
PATIENT	
CAREGIVER IF RELEVANT	
PHYSICIAN IF RELEVANT	
REPORTED GIVEN TO	(Name/Title)
Medication Treating	Disease/Symptom(s)
Medication Prescribed	(Brand/Type)
Serial #	
Monthly Dosage Amount	
Instructions for Use	

Please answer the following concerning the patient’s chronic medical condition and symptoms:

1. Have your symptoms and severity of symptoms eased since you began your treatment?
 Yes ___ No ___ If no, please explain: _____

2. Please estimate how long you feel relief from your symptoms following a treatment. Please also estimate the amount of time that you suffer symptoms until you receive another treatment?

3. Is the monthly amount prescribed by your physician enough to ease your symptoms?
 Yes ___ No ___
 If no, please explain _____

4. Have you experienced any undesirable side effects from your treatment?
 Yes ___ No ___ If no, please explain _____

CONNECTICUT WELLNESS CENTERS, L.L.C.
DISPENSARY FACILITY POLICY/PROCEDURE

PATIENT CONSULTATION FORM – Exhibit E

Date _____

Patient Name _____ Age _____ Date of Birth _____

Drivers License # _____ CT Registration # _____

Home Address _____

Home Phone _____ Cell Phone _____ Caretaker's Phone _____

May We Text to Your Cell Phone as a Contact Method Yes No

Email address _____ Best Way to Contact You _____

Emergency Contact Name _____ Relation _____ Phone # _____

Do You Need Wheelchair Assistance _____

Language You Are Most Comfortable Speaking _____

Referring Doctor _____ Phone # _____

Address _____

Other Referral Source _____

Name of Caregiver or Family Caregiver if Applicable _____

Caretaker's Address if Applicable _____

How You Heard About Us _____

Chronic Condition/Symptom _____

Reason for Your Visit _____

Will You Be Picking Up Your Medication or Your Caretaker as a Regular Practice _____

Patient Signature

Caregiver Signature

Doctor's Prescription _____

Doctor's Direction(s) _____

REVIEW OF SYSTEMS

Diagnosis or Condition _____

Chronic Symptoms – Provide Details _____

Dispensary's Notes

Connecticut Wellness Centers, L.L.C. Dispensing

Initial Date _____

Dispensing

Brand _____

Type _____

Amount _____

Directions for

Use _____

Dispensary Signature _____ **Date** _____

Security System(s)

- The Dispensary Facility's security system will include:
 1. Well lit outside perimeter and perimeter alarm
 2. Motion detector(s)
 3. Commercial grade security alarm system & monitoring service
 4. Video cameras in the following areas:
 - a. All doors (exit and entering)
 - b. Dispensing areas
 - c. Storage vaults and/or safes
 - d. Sales areas
 - e. And any points where marijuana is transferred, stored, or handled
 5. 24 hour video histories will be kept in 30 day cycles (unless the Company is aware of a pending investigation when video histories that go further back are required)
 6. A duress alarm
 7. A panic alarm
 8. A holdup alarm
 9. An automatic voice dialer
 10. A failure notification system
 11. Security cameras providing clear color still photo (9600 dpi or better) with industry standard images that include an accurate date and time stamp
 12. The ability to remain in operation during a power outage (battery back-up)
 13. A limited access surveillance room
 14. Weekly checks for proper working order including the back-up system

Marijuana Secure Storage Procedures

- Only a Dispensary or the Dispensary Technician under the supervision of a Dispensary will handle the receipt of marijuana and place it in inventory/storage in the Dispensary Department safe/vault
- The DFD will be closed and locked and the alarm activated when not in use or when a Dispensary is not on the premises
- No person will be permitted in the DFD when a Dispensary is not on the premises or when the Dispensary cannot directly supervise the DFD
- Access to the DFD will be limited to:

- a. Individuals licensed or registered with the state of Connecticut and/or their work responsibilities necessitate access and
 - b. Patients or caregivers under the supervision of a Dispensary or a Dispensary Technician
- Only a Dispensary can deactivate the alarm system in the DFD
 - All security equipment, including locks and alarm systems, will be checked weekly for operating condition
 - All personnel will make sure all security keys will be inaccessible to anyone other than authorized personnel
 - Only authorized personnel will have access to areas where marijuana is stored or handled and whose responsibilities require them to be there
 - All entry ways to areas containing marijuana will have a sign stating:

Do Not Enter
Limited Access Area
Access Limited to Authorized Personnel Only

- A 24-hour security service will be arranged when there are unusual or extraordinary challenges to security
- The Company will notify the Drug Control Division within 24 hours (followed by written notification within 10 business days) if any of the following occurs:
 1. An alarm is activated or an event occurs that requires public safety response
 2. A security breach occurs
 3. Alarm system fails due to loss of electricity or mechanical malfunction that lasts longer than eight (8) hours
 4. And, if any corrective measures were taken for any of the above

Ordering Marijuana from Licensed Connecticut Producers

Ordering Procedures:

- The DFD will order only the amount of marijuana needed for efficient operation by:
 1. Maintaining good stock control practices through frequent inventory
 2. Maintaining frequent contact with Producers to evaluate strains, brands, or types of marijuana and/or potential shortages in the marketplace
 3. Ongoing evaluation and review of supplying Producers regarding overall reliability for product, quality, and delivery
 4. Considering time for delivery of lead time needed for availability of stock

5. Considering time needed for delivery
6. Using unique purchase orders for each order placed with a supplier and including all details in record-keeping
7. Dispensary Facility Manager will issue all purchase orders

Receiving Procedures:

- When receiving marijuana, the Producer must securely provide an accurate manifest at least 24 hours prior to shipping to the Dispensary Facility while also providing a delivery time with a window no greater than 2 hours
- A Dispensary along with one other member of personnel will:
 - a. Check the accuracy of the purchase order against the manifest
 - b. Check that the manifest and the contents delivered are the same
 - c. Advise the supervisor on duty if there is a discrepancy between the manifest and the shipment received – the DCP and the Producer will also be advised
 - d. Accept or reject an order if there is a discrepancy between the order placed and order received, the Dispensary Facility reserves the right to reject the order and advise the DCP and the Producer
 - e. Confirm that all materials are in good condition for receiving into inventory
 - f. Ensure all laboratory test results are included with the shipment
 - g. Make sure details of shipment are accurately entered into inventory
 - h. Ensure that manifests are filed properly
 - i. Ensure that the new inventory is promptly placed in secure storage

Inventory and Record-Keeping

- Prior to the first day of business, the Dispensary Facility will inventory all types and amounts of marijuana on site and thereafter conduct a weekly inventory accounting for all types and amounts of marijuana on the premises
- All details and information in the electronic record-keeping system will be confidential, have a daily back-up and be user-protected so that information entered by a Dispensary cannot be altered
- Five ledgers/records will be maintained to accurately reflect the status of inventory:
 1. A daily record of all purchase orders, quantities and details, placed for marijuana product
 2. A daily record of all marijuana received from licensed Connecticut producers and entered into inventory

3. A daily record of all marijuana removed from inventory as sold, dispensed, or disposed of which the following details will be included:
 - a. Date of sale or disposal
 - b. Patient's name and caregiver's name if applicable
 - c. Patient or caregiver's address
 - d. The brand, quantity, type, and serial number
 - e. Name and address of the certifying physician
 - f. Signature or initials of the Dispensary who handled the transaction

 4. A weekly record, conducted by two personnel, will assess and account for all inventory and will include:
 - a. Date of inventory
 - b. An accurate reflection of all counts
 - c. Names, titles, and signatures, noting who conducted the inventory

 5. Once yearly, a complete and accurate record of all stocks or brands of marijuana will be recorded (this record must be done on the same date annually or before that annual date
- When errors in inventory occur, whether due to diversion, theft, loss, or unauthorized destruction of marijuana, the Company will immediately:
 1. Notify appropriate law enforcement authorities
 2. Provide, within 24 hours after discovery, the Drug Control Division with a signed statement detailing what occurred, the quantity and brand names of marijuana unaccounted for, and confirmation that the local authorities were notified – See Exhibit A

 - When a sample or record is removed by the State or law enforcement, a signed receipt must be obtained and kept on file for 3 years
 - The Company's accurate and complete records will fully detail the years' business transactions relating to the sale and purchase of marijuana
 - The Company will maintain on file the three previous tax years

 - Reporting from MJ Freeway will be used for internal inventory audits
 - MJ Freeway has defined "roles" for user logins so that employees only have permissions appropriate for their role, so performing inventory, for example, can only be performed by an authorized user, such as the dispensary or dispensary facility manager;

- MJ Freeway controls which computers have access to your system, ensuring that employees are only logging into the system when they're actually on site;
- The software provides a robust inventory reconciliation tool, allowing a dispensary to run regular inventories of all stock stored at the dispensary facility and recording historical information so that management may refer back to any past reconciliation to see a summary of changes made.
- 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
- Although data can be changed, the data can never be deleted;
- The software allows a dispensary facility 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 facility to track and ensure that all transactions take place between two legal parties;
- 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;
- 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;
- The software is "cloud-based" – meaning the data resides in a remote, highly secure server facility, much more secure than a local server that can be stolen or vandalized; and
- 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.

CONNECTICUT WELLNESS CENTERS LLC
DISPENSARY FACILITY POLICY/PROCEDURE

DISPENSARY – INVENTORY ERROR REPORT – Exhibit A

DATE OF DISCOVERY: _____
LAST INVENTORY DATE PRIOR TO DISCOVERY: _____
REPORT INITIATED BY (Name/Title): _____

REPORT COMPLETED BY (Name/Title): _____
DISPENSARY: _____
DISPENSARY #: _____

INCIDENT TYPE (check all that apply):
 Count Inaccurate
 Type Inaccurate
 Theft Suspected

Marijuana Type/Brand/Count/Volume/Item # Unaccounted for:

Explanation/Reason for Unaccounted Inventory:

If Theft, was Dispensary Dept Broken Into:

Who was in the Dispensary Department at Time of Theft if not Broken Into:

Confirm Officials and Law Contacted:

Were Locks/Alarms/Security Systems Changed Or Updated (if Theft):

The Dispensary Facility, Restricted and Non-Restricted Areas, and Personnel Responsibilities

- The Dispensary Facility is the Company, Connecticut Wellness Centers LLC, place of business which contains restricted and non-restricted areas
- Upon entry to the Dispensary Facility, patients or caregivers will enter into an unrestricted waiting room area which has a window/counter to access the receptionist
- The receptionist will greet each patient/caregiver and verify their qualifications (Connecticut registration, valid photo ID, physician script) prior to admittance to the restricted area called the DFD
- If applicable, patient/caregiver will complete a New Patient Profile Form
- Once the patient/caregivers credentials are photocopied and verified, they will be admitted to the restricted DFD which contains 4 distinct areas:
 1. Non-Medicinal Area – for procurement of medical paraphernalia
 2. Medicinal Area – assisted by a Dispensary on duty and/or a Dispensary Technician being supervised by a Dispensary for procurement of marijuana
 3. Seated waiting area
 4. Storage/Vault – a separate secure area accessible by personnel only
- The patient/caregiver may gain access to the restricted area for either procurement of marijuana or for procurement of marijuana paraphernalia
- There will be only one patient/caregiver per Dispensary Technician allowed in the sales/procurement area(s) at any time
- All new patients will be required to have an initial consultation with a licensed Dispensary and he or she will use the Patient Consultation Form during the interview process to ascertain the patient's chronic condition(s) and symptom(s)
- The Dispensary will suggest appropriate type, amount, and delivery method for the patient based upon details included on the Patient Consultation Form
- The Dispensary or the Dispensary Technician will advise the patient/caregiver the amount filled, if there is a remaining balance on this prescription, and the next refill date
- Upon procurement of either medicinal or non-medicinal product, the patient/caregiver will be issued an invoice/receipt while still in the restricted area for which they will be fully responsible for payment prior to departing the DFD

Dispensary Facility Unrestricted: Reception Waiting Room	DFD Restricted Retail Area: Medicinal for Procurement of Marijuana (Patients/Caregivers Permitted)	DFD Restricted: Secure Storage/Vault (Personnel Only)
	DFD Restricted Retail Area: Non-Medicinal for Procurement of Marijuana-Related Paraphernalia (Patients/Caregivers Permitted)	DFD Restricted: Waiting Room in Procurement Area (Patients/Caregivers Permitted)

Standard Operating Procedures for Safely Dispensing Marijuana

- The DFD, either directly by a Dispensary or by a Dispensary Technician under the supervision of a Dispensary, will only dispense and sell marijuana:
 1. Acquired from a licensed Connecticut Producer
 2. To a patient or caregiver currently registered with the CPMP (vetted and verified by personnel)
 3. At the Dispensary Facility (within the DFD Medicinal Area) and only marijuana and marijuana-related product
 4. After reviewing the patients substance use history on the CPMP website
 5. While allowing the Dispensary to exercise his or her best judgment and therefore the right to refuse to fulfill a prescription
 6. That may be a portion of a patient’s one-month supply but never dispensing more than a one-month supply in one-month period
 7. That is labeled with both the Producer’s original label and the label assigned by the Dispensary which includes:
 - a. Serial number
 - b. Dispensing date
 - c. Quantity/volume dispensed
 - d. Patient or Caregiver’s name and registration certificate #
 - e. Physician’s name
 - f. Directions for use when/if provided by the physician’s written prescription or as otherwise provided by the physician
 - g. Connecticut Wellness Centers LLC name, address, and phone number
 - h. A statement of caution as may be required by state statute or regulation
 - i. A prominently printed expiration date, that is no later than the expiration date provided by the Producer

- j. Recommendations for use and storage that is simple and concise
 - 8. For which they can provide the laboratory test results provided by the Producer
 - 9. Which a Dispensary has reviewed, dated, signed off of so as to complete the sale
- Patients or their caregiver will be required assess the efficacy and effects of the marijuana treatment on their condition and symptoms (written documentation of this assessment will be kept for at least three years following the last date the patient used the Dispensary) – See Exhibit Form D

Dispensing Error Notifications and DCP Contact

- The Dispensary Facility will display a conspicuous sign noting dispensing errors that is easily viewed by patients and caregivers. The DFD sign will be no smaller than 8” high and 10” long and printed a size and style that allows it to be easily read. The sign will state: “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)”
- Customers of marijuana product will receive the following easy-to-read printed statement on either their receipt or on a separate sheet of paper: “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)”

Quality Assurance Program and Committee

Quality Assurance Review:

- All personnel must advise a Dispensary on duty when they have knowledge that a dispensing error occurred
- The Dispensary Facility Manager will perform a quality assurance review for each dispensing error. This review shall commence as soon as is reasonable possible, but no later than two (2) business days from the date the dispensing error is discovered
- The Dispensary Facility Manager will create a record of every quality assurance review. This chronologically ordered record will contain:

1. The date(s) of the quality assurance review and the names and titles of the persons performing the review
 2. All details regarding the dispensing error reviewed
 3. Documentation of contact with the qualifying patient, caregiver where applicable, and their physician
 4. The findings and determinations generated by the quality assurance review
 5. Recommended changes to Dispensary Facility policy, procedure, systems, or processes, if any are deemed in part responsible for the dispensing error
- All personnel will be made aware of a dispensing error, what occurred, how it occurred, and how corrections to procedure have been made to make sure the error is not repeated

Quality Assurance Committee Review:

- The Dispensary Facility shall establish a quality review committee consisting of a Dispensary, a Dispensary Technician(s), the Dispensary Facility Manger, and a member of the governing board
- The Committee shall meet quarterly (or more frequently if needed) to review the Dispensary Department operations including:
 1. Inventory and inventory errors
 2. Purchasing and purchasing errors
 3. Storage handling and storage handling errors
 4. Dispensing and dispensing errors
 - a. Confirmation that the certifying physician was notified
 - b. Confirmation that the patient, family or caregiver was notified
 5. Theft or attempted theft
 6. Notifications to the DCP
 7. Resolutions taken to the findings and determinations
 8. Update(s) to Policies & Procedures to improve and correct performance and update, if so, to personnel
 9. Recommended changes to Dispensary Facility policy, procedure, systems, or processes, if any are deemed in part responsible for the dispensing error
 10. The Dispensary Facility Manager will implement changes based on the Quality Assurance Committee's Review and Recommendations and update the policies to reflect those improvement(s) in procedures

- All inventory errors shall be promptly investigated to discover how and why the error occurred and reported on the Inventory Error Form, attached as Exhibit A, and recorded on the Dispensary Error Log
- All dispensing errors shall be promptly investigated to discover how and why the error occurred and reported on the Dispensary Error Form, attached as Exhibit B, and recorded on the Dispensary Error Log

<h1 style="margin: 0;">CONNECTICUT WELLNESS CENTERS, L.L.C.</h1> <h2 style="margin: 0;">DISPENSARY FACILITY POLICY/PROCEDURE</h2>

DISPENSARY ERROR/INCIDENT REPORT – Exhibit B

DATE OF INCIDENT: _____
 REPORT INITIATED BY: _____ (Name/Title)
 REPORT COMPLETED BY: _____ (Name/Title)

INCIDENT TYPE (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Incorrect Drug Dispensed
<input type="checkbox"/> Incorrect Dosage Form
<input type="checkbox"/> Incorrect Label Instructions
<input type="checkbox"/> Broken Seal
<input type="checkbox"/> Prescriber Error
<input type="checkbox"/> Medication Outdated
<input type="checkbox"/> Producer Mislabeled
<input type="checkbox"/> Allergic Reaction | <input type="checkbox"/> Incorrect Strength Dispensed
<input type="checkbox"/> Incorrect Quantity ___ More ___ Less
<input type="checkbox"/> Incorrect Label – Dispensary
<input type="checkbox"/> Incorrect Label - Producer
<input type="checkbox"/> Error in Transcription at the Dispensary
<input type="checkbox"/> Medication Quality
<input type="checkbox"/> Filled Under Wrong Patient/Caregiver
<input type="checkbox"/> Picked Up by Wrong Patient/Caregiver |
|---|--|

INCIDENT WAS DISCOVERED ___ BEFORE OR ___ AFTER LEAVING
 THE DISPENSARY BY:

- | | |
|--|-------|
| <input type="checkbox"/> Patient/Caregiver | _____ |
| <input type="checkbox"/> Physician | _____ |
| <input type="checkbox"/> Dispensary | _____ |
| <input type="checkbox"/> Dispensary Technician | _____ |
| <input type="checkbox"/> Other | _____ |

Can the error be identified as to what went wrong in the process of dispensing the marijuana?

If Incident was not discovered until the patient used an incorrect medication, were there any complications resulting?

Detail how incident was discovered and corrective action taken (attach another form if necessary)

Labeling Marijuana Product

- All marijuana dispensed must bear the original Producer label
- All marijuana sold must be accurately labeled by a Dispensary, or a Dispensary Technician who is being supervised by the Dispensary, with the following details:
 1. Serial number
 2. Dispensing date
 3. Quantity/volume dispensed
 4. Patient or Caregiver's name and registration certificate #
 5. Physician's name
 6. Directions for use when/if provided by the physician's written prescription or as otherwise provided by the physician
 7. Connecticut Wellness Centers LLC name, address, and phone number
 8. A statement of caution when required by state statute or regulation
 9. A prominently printed expiration date, that is no later than the expiration date provided by the Producer for that marijuana
 10. Recommendations for use and storage that is simple to understand and concise
- No person except a Dispensary or a Dispensary Technician operating under the direct supervision of a Dispensary shall tamper with or remove any affixed label

Containers and Packaging

- Marijuana will only be sold in its original, sealed, child-resistant container or packaging, as provided by the Producer, unless there is a written request from the patient or caregiver asking for the marijuana to be transferred to a non-child-resistant container
- All products sold will be placed in opaque bags that aid in keeping the contents from being identified as marijuana-related
- The opaque bag will not suggest, by words or graphics, anything marijuana-related
- The following easy-to-read statement must be included either on the purchase receipt or on a separate sheet of paper included with the marijuana product: "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)"

DCP Informational Materials Regarding Marijuana

- The Dispensary Facility will have DCP approved informational material available to patient's, their caregivers, physicians, or healthcare affiliates on the following topics:
 1. The possession and use of marijuana
 2. The limitations on the right to possess and use marijuana
 3. Safe techniques and proper use of marijuana and marijuana-related paraphernalia
 4. Alternative methods and forms of consumption or inhalation
 5. Signs and symptoms of substance abuse and substance abuse programs

Reporting into the Connecticut Prescription Monitoring Program (CPMP)

- At least once per business day, the Dispensary Facility must electronically and confidentially transmit to the Drug Control Division of the DCP the following details regarding prescriptions filled and dispensed:
 1. Drug Enforcement Administration Pharmacy number
 2. Birth date
 3. Gender code
 4. Date prescription dispensed
 5. Prescription number (serial number)
 6. New-refill code
 7. Quantity
 8. Days' supply
 9. National Drug Code number
 10. Drug Enforcement Administration Prescriber ID number
 11. Date prescription was issued
 12. Number of refills authorized
 13. Prescription origin code
 14. Patient last name
 15. Patient first name
 16. Patient street address, city, state
 17. Payment code indicating cash or third-party provider
 18. Drug/Brand name of the marijuana product

Product Pricing

- Prices of marijuana sold at the Dispensary will be made publicly available to qualifying patients and caregivers at the Dispensary Facility and may be posted on the Company website: www.ctwellness.com

Dispensary Facility Manager's Responsibilities

- The Dispensary Facility Manager will:
 1. Work at least 35 hours a week at the Dispensary Facility, except as otherwise authorized by the DCP Commissioner
 2. Be employed by only one Dispensary Facility
 3. Make sure Dispensary Technicians are properly registered with the DCP
 4. Make sure all personnel conspicuously wear their Connecticut issued ID cards as well as their Company issued ID badges
 5. Make sure all record-keeping is accurate and all requirements met
 6. Make sure Connecticut state requirements are met for secure marijuana storage
 7. Make sure all personnel know they must advise a Dispensary on duty whenever they have knowledge of a dispensing error
 8. Make sure the ratio of Dispensary Technicians to Dispensaries on duty will not exceed 3 to 1
 9. Make sure the Company does not hire any person to work as a Dispensary Technician where such person's Dispensary's license is suspended or revoked
 10. Be responsible for performing a quality assurance review for each dispensing error which shall include:
 - a. The date(s) of the quality assurance review and the names and titles of the persons performing the review
 - b. All details regarding the dispensing error reviewed
 - c. Documentation of contact with the qualifying patient, caregiver where applicable, and their physician
 - d. The findings and determinations generated by the quality assurance review
 - e. Recommended changes to Dispensary Facility policy, procedure, systems, or processes, if any are deemed in part responsible for the dispensing error
 11. Make sure the Facility has all necessary pharmaceutical reference materials
 12. All filings and notifications required are met
 13. Make sure that the following items are conspicuously posted in the Dispensary department so they can be clearly read by patients and caregivers:

- a. Dispensary Facility permit;
 - b. The Dispensary Facility Manager's name and
 - c. The prices for all marijuana product
14. Make sure all Personnel, on or before their first day of work, are trained in:
- a. Dispensary security and best practices
 - b. Emergency procedures
 - c. Patient and business confidentiality
15. Ensure Dispensary Technicians receiving ongoing training to help assure the technician's competency and best practices which shall include:
- a. On site instruction about the tasks, responsibilities, and limitations of the Dispensary Technician
 - b. Expected professional conduct, ethics, and understanding of state and federal laws regarding confidentiality
 - c. Information about developments in medical use of marijuana
16. Make sure that accurate records on personnel training are maintained including the date of training, trainee's name, topic(s) covered, who provided the training, and the signature of the Dispensary and the signature of the individual who received training
17. When a change of Dispensary Facility Manager occurs, the new Dispensary Facility Manager will review training records and make record of his or her reviewing and understanding the contents

Notification to the DCP Regarding the Dispensary Facility Manager

- The Dispensary Facility will immediately notify the DCP when:
 1. A Dispensary Facility Manager leaves his or her position
 2. A Dispensary Facility Manager is absent for more than 16 consecutive days (this notification must be sent no later than 5 days after the 16th day of absence)
- When a Dispensary Facility Manager is absent for more than 42 consecutive days, he or she will be considered terminated
- In all instances, the name, address, and license number of the Dispensary who has assumed the position of Dispensary Facility Manager will be provided to the DCP

Dispensary Department Technician Responsibilities and Limitations

- The ratio of Dispensary Technicians to Dispensaries on duty will not exceed 3 to 1
- The Company will not hire any person to work as a Dispensary Technician where such person's Dispensary's license is suspended or revoked
- Dispensary Technicians will not:
 - a. Consult with patients or caregivers regarding marijuana or other drugs or any medical or medication history
 - b. Consult with physicians regarding their patients (their marijuana use or any drug use)
 - c. Interpret a patient's medical condition or history or provide medical advice
 - d. Act as a professional consultant with any medical authority
 - e. Prescribe, substitute, or alter brands or formulations of marijuana for a patient
 - f. Handle or dispense any marijuana without the direct supervision of a Dispensary
 - g. Will not give marijuana dispensed to a patient or caregiver without it being checked for accuracy by a Dispensary

Marijuana Disposal

1. Periodically marijuana may need to be disposed of because it is in excess, undesired, unauthorized, obsolete, adulterated, misbranded, or deteriorated.
2. Should the Dispensary Facility's permit be revoked or not renewed, all stored marijuana will be disposed of pursuant to Section 4 below
3. This determination to dispose of marijuana can be authorized by the Dispensary, a laboratory, law enforcement, a Producer, the DCP Commissioner (or authorized representative), or Court Order.
4. Marijuana will be disposed of by either:
 - a. Surrendering it to the DCP Commissioner or authorized representative without compensation or
 - b. Destroying it when an authorized representative of the Commissioner is present and by a method which makes the marijuana non-recoverable. A record will be made for each incident marijuana is destroyed which will include: the date and time, method of destruction, the brand name and quantity destroyed, and the signatures of the person(s) destroying the marijuana, the signature of the authorized representative of the Commissioner, and the signatures of any other witnesses.

Record Inspections

- All records kept by personnel regarding the Company must be kept for no less than 3 years in a readily auditable format. The use of foreign languages, codes, or symbols is prohibited in all record-keeping

EXHIBIT E-1

ARTICLES OF ORGANIZATION




MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT
 DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT
 PHONE: 860-509-6003 WEBSITE: www.concord-ct.gov

FILING [REDACTED] PG 01 OF 02 VOL B-01707
 FILED 07/31/2012 08:30 AM PAGE 01638
 SECRETARY OF THE STATE
 CONNECTICUT SECRETARY OF THE STATE

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY - DOMESTIC

C.G.S. §§34-120; 34-121

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: David Lipton ADDRESS: 61 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824		FILING FEE: \$120 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED: (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.) CT Wellness Centers, L.L.C.		
2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED: ATTACH 8 1/2 X 11 SHEETS IF NECESSARY. To engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Company Act		
3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED: (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: 62 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824		
4. MAILING ADDRESS, IF DIFFERENT THAN #3: PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: CITY: STATE: ZIP:		
5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED: (COMPLETE A OR B NOT BOTH) <input checked="" type="checkbox"/> A. IF AGENT IS AN INDIVIDUAL. PRINT OR TYPE FULL LEGAL NAME: David Lipton		
BUSINESS ADDRESS (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		CONNECTICUT RESIDENCE ADDRESS (P.O. BOX NOT ACCEPTABLE)
ADDRESS: 61 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824		ADDRESS: 61 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824
SIGNATURE ACCEPTING APPOINTMENT: 		

B. IF AGENT IS A BUSINESS:

PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)

ADDRESS:

CITY:

STATE:

ZIP:

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

PRINT NAME & TITLE OF PERSON SIGNING:

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

NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
David Lipton	Member	61 Unquowa Rd., Fairfield, CT 06824	61 Unquowa Rd., Fairfield, CT 06824

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

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

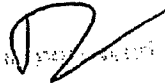
8. EXECUTION: (SUBJECT TO PENALTY OF FALSE STATEMENT)

DATED THIS 24th DAY OF July, 2012

NAME OF ORGANIZER
(PRINT OR TYPE)

David Lipton

SIGNATURE




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

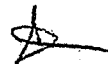
STATE OF CONNECTICUT }
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record
in this Office

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,
this 26th day of SEPTEMBER AD. 2013



SECRETARY OF THE STATE



Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that articles of organization for

CT WELLNESS CENTERS, L.L.C.

a domestic limited liability company, were filed in this office on July 31, 2012.

Articles of dissolution have not been filed, and so far as indicated by the records of this office such
limited liability company is in existence.



Secretary of the State

Date Issued: September 25, 2013

EXHIBIT E-1

OPERATING AGREEMENT

Execution Copy

**CONNECTICUT WELLNESS CENTERS, LLC
LIMITED LIABILITY COMPANY AGREEMENT**

This Limited Liability Company Agreement of CONNECTICUT WELLNESS CENTERS, LLC, a Connecticut limited liability company (the "Company"), effective as of November 27, 2012, is by and among:

- (i) Gare LLC ("Gare");
- (ii) Chalip, LLC ("Chalip");
- (iii) TLC10, LLC ("TLC");
- (iv) MDM555 LLC ("MDM");
- (v) Schwa Holding, LLC ("Schwa");
- (vi) Little Buffalo LLC ("Buffalo");
- (vii) Robert Tandler RPh, LLC ("Tandler")
- (viii) the Company; and
- (ix) such other Persons who from time to time become party hereto by executing this Agreement and are designated by the Board of Managers as "Other Members" (the "Other Members," and together with Gare, Chalip, TLC, MDM, Schwa, Buffalo and Tandler, the "Members").

RECITALS

WHEREAS, the Members are entering into this Agreement to provide for, among other things, the management of the business and affairs of the Company, the allocation of profits and losses among the Members, the respective rights and obligations of the Members to each other and to the Company and certain other matters described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. DEFINITIONS.

For purposes of this Agreement certain capitalized terms have specifically defined meanings which are either set forth or referred to in Exhibit 1 which is attached hereto and incorporated herein by reference.

2. FORMATION AND PURPOSE.

2.1 Formation. The Company was formed as a limited liability company on June 26, 2012 in accordance with the Act by the filing of the Certificate with the Secretary of State of the State of Connecticut. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company is "CONNECTICUT WELLNESS CENTERS, LLC." The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Board deems appropriate. The Board shall file, or shall cause to be filed, any fictitious name certificates and similar filings, and any amendments thereto, that the Board considers appropriate.

2.3 Registered Office/Agent. The registered office and registered agent required to be maintained by the Company pursuant to the Act shall be the office and the agent so designated in the Certificate. The Company may, upon compliance with the applicable provisions of the Act, change its registered office or registered agent from time to time in the discretion of the Board.

2.4 Term. The term of the Company shall continue indefinitely unless sooner terminated as provided herein. The existence of the Company as a separate legal entity shall continue until the termination of the Certificate as provided in the Act.

2.5 Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, to develop, own, operate and sell medicinal marijuana dispensaries in the State of Connecticut and engaging in any lawful act or activity related thereto for which limited liability companies may be formed under the Act (the "Business Purpose").

2.6 Powers. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other Law, together with such powers and privileges as are necessary, advisable, incidental or convenient to, or in furtherance of the conduct, promotion or attainment of, the business purposes or activities of the Company.

2.7 Filings. Such Persons may be designated from time to time by the Board as authorized Persons, within the meaning of the Act, to execute, deliver and file any amendments or restatements of the Certificate or any other certificates or instruments and any amendments or restatements thereof necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2.8 Principal Office; Location of Operations. The principal executive office of the Company shall be located at 61 Unquowa Road, Fairfield, CT, 06824, and the Board may from time to time change the location of the principal executive office of the Company to any other place within or without of the State of Connecticut. The Board may establish and maintain such additional offices and places of business of the Company as it deems appropriate.

3. MEMBERSHIP, CAPITAL CONTRIBUTIONS AND UNITS.

3.1 Members. The Members shall be listed on Schedule 3.1, as maintained by the Board and from time to time amended and supplemented in accordance with this Agreement. As of the date of this Agreement, each Member shall hold the number of Units and the Percentage Interest set forth on Schedule 3.1. Schedule 3.1 shall be amended from time to time so that it sets forth the then-current list of Members, number of Units and Percentage Interests, and the Board shall deliver a copy of same to each holder of Class A Common Units within five Business Days after any such amendment. Notwithstanding anything to the contrary contained herein, the Board shall not be required to disclose Schedule 3.1 to any holder of Class P Common Units.

3.2 Member Interests and Units. The Interests of the Members of the Company shall be divided into Units, which such Units shall not be certificated. There shall be multiple separate Classes of Units as follows:

(a) Class A Common Units. Each "Class A Common Unit" shall represent an Interest in the Company, shall be designated as a Class A Common Unit of the Company and shall be entitled to the Distributions provided for in Section 5.

(b) Class P Common Units. Each "Class P Common Unit" shall represent an Interest in the Company, shall be designated as a Class P Common Unit of the Company shall be granted in exchange for services provided or to be provided to the Company. Each Class P Common Unit may be subject to a Restricted Unit Agreement which shall contain such limitations and restrictions related to such Class P Common Units (including, without limitation, vesting and forfeiture provisions) as determined by the Board of Managers at the time of grant. All Class P Common Units are intended to constitute "profits interests" for U.S. federal income tax purposes and the provisions of this Agreement shall be interpreted in accordance with such intent.

3.3 Voting. Notwithstanding the fact that a Member may hold any combination of Interests (including Units of more than one Class), the Class A Common Units and Class P Common Units, and the holders thereof, shall constitute the same class of Units and Members, respectively, for all purposes under the Act and this Agreement (including with respect to Transfers, which include Transfers made pursuant to Section 11.1) except to the extent this Agreement expressly provides otherwise. The Class P Common Units shall be non-voting. Each Class A Common Unit shall be entitled to one vote.

3.4 Specific Limitations. No Member shall have the right or power to: (a) withdraw or reduce its Capital Contribution except as a result of the dissolution of the Company or as otherwise provided by the Act or in this Agreement, (b) make voluntary Capital Contributions or contribute any property to the Company other than cash, (c) bring an action for partition against the Company or any Company assets, (d) cause the dissolution of the Company, except as set forth in this Agreement or as required by the Act, or (e) require that property other than cash be distributed upon any Distribution.

3.5 Additional Members and Units. Subject to Section 3.6, the Board may issue Units, admit Persons as Members in exchange for such contributions to capital (including commitments to make contributions to capital) or such other consideration (including past or future services) and on such terms and conditions (including vesting and forfeiture provisions in the case of Units issued to employees and consultants) and may authorize new classes of Units with such rights and privileges as the Board determines to be appropriate. Promptly following the issuance of Units, the Board shall cause the books and records of the Company and Schedule 3.1 to be amended to reflect the number of Units issued, any Members or additional Members holding such Units and, in the case of Units issued other than solely as consideration for the performance of services, the Capital Contribution per Unit. Upon the execution of this Agreement, a counterpart of this Agreement or a joinder agreement, together with any other documents or instruments required by the Board in connection therewith, and the making of the Capital Contribution (if any) specified to be made at such time, a Person shall be admitted to the Company as a Member of the Company.

3.6 Pre-Emptive Rights. The Company shall not issue or sell any Class A Common Units, or any Options, warrants or other rights to acquire any Class A Common Units, or any securities convertible into or exchangeable for, directly or indirectly, any Class A Common Units (each an "Issuance" of "Subject Securities"), except in compliance with the provisions of this Section 3.6.

(a) Participation Notice. Not fewer than five (5) Business Days prior to the consummation of the Issuance, a written notice (the "Participation Notice") shall be given by the Company to each holder of Class A Common Units. The Participation Notice shall include:

(i) The principal terms of the proposed Issuance, including, without limitation, (1) the amount and kind of Subject Securities to be included in the Issuance, (2) the number of Subject Securities proposed to be issued, (3) the price per unit of the Subject Securities, (4) the number of Class A Common Units held by such holder immediately prior to the Issuance divided by the aggregate number of Class A Common Units outstanding immediately prior to the Issuance (the "Participation Portion") and (5) the name and address of each Person to whom the Subject Securities are proposed to be issued (each a "Prospective Subscriber"), if any; and

(ii) An offer by the Company to issue to each holder of Class A Common Units to which a Participation Notice is required to be given such number of the Subject Securities equal to the total number of Subject Securities multiplied by the Participation Portion, at the same price and otherwise on the same terms and conditions as the Issuance to each of the Prospective Subscribers.

(b) Participation Commitment. Each holder of Class A Common Units desiring to accept the offer contained in the Participation Notice shall send an irrevocable commitment (each a "Participation Commitment") to the Company within five (5) Business Days after receipt of the Participation Notice specifying the number of Subject Securities which such holder desires to purchase (each a "Participating Buyer"). Each

holder of Class A Common Units which has not so accepted such offer within such five (5) Business Day period shall be deemed to have waived all of such holder's rights with respect to the Issuance under this Section 3.6. To the extent that any Class A Common Holder does not elect to purchase all of such Member's Participation Portion of the Subject Securities ("Excess Subject Securities"), the Company shall provide the Participating Buyers with written notice of the number of Excess Subject Securities available for purchase (the "Excess Subject Securities Notice") and the Participating Buyers may purchase all or any part of such Excess Subject Securities by giving written notice to the Company within five (5) Business Days of receipt of an Excess Subject Securities Notice from the Company. The portion of Excess Subject Securities to be purchased shall, if applicable, be determined based on the percentage of aggregate Participation Commitments reflected by the Participation Commitment of each individual Participating Buyer. Thereafter, the Company shall (except as provided in Section 3.6(d)) be free to issue the remaining unpurchased Subject Securities in such Issuance at a price not less than the price set forth in the Participation Notice and on other terms not more favorable, in any material respect, to the Prospective Subscriber than those set forth in the Participation Notice, without any further obligation to such non-accepting holders under this Section 3.6. If, prior to consummation, the terms of such proposed Issuance shall change with the result that the price shall be less than the price set forth in the Participation Notice or any of the other terms shall be more favorable, in any material respect, to the purchasers than those set forth in the Participation Notice, or the number of Subject Securities proposed to be issued increases by more than ten percent (10%) of the number of Subject Securities set forth in the Participation Notice, it shall be necessary for a separate Participation Notice to be furnished, and the terms and provisions of this Section 3.6 separately complied with, in order to consummate such Issuance pursuant to this Section 3.6.

(c) Acceptance. The acceptance of each Participating Buyer shall be irrevocable except as hereinafter provided, and each such Participating Buyer shall be bound and obligated to acquire in the Issuance on the same terms and conditions, including price, as the Prospective Subscribers, with respect to each Subject Security issued, such number of Subject Securities as such Participating Buyer shall have specified in such Participating Buyer's Participation Commitment.

(d) Failure to Consummate. If at the end of the one hundred fiftieth (150th) day following the date of the effectiveness of the Participation Notice the Company has not completed the Issuance on the terms and conditions specified in such Participation Notice, each Participating Buyer shall be released from its obligations under such Participating Buyer's Participation Commitment, the Participation Notice shall be null and void, and it shall be necessary for a separate Participation Notice to be furnished, and the terms and provisions of this Section 3.6 separately complied with, in order to consummate any Issuance subject to this Section 3.6.

(e) Cooperation. Each such Participating Buyer and holder of Units agrees to execute and deliver such subscription and other agreements reasonably specified by the Company to which the Prospective Subscriber will also be party.

(f) Closing. The closing of an Issuance pursuant to this Section 3.6 shall take place at such time and place as the Company shall specify by notice to each Participating Buyer. At the Closing of any Issuance under this Section 3.6, the Company shall deliver the certificates or other instruments, if any, evidencing the Subject Securities to be issued to such Participating Buyer, registered in the name of such Participating Buyer or his or its designated nominee, free and clear of any liens or encumbrances, with any transfer tax stamps affixed, against delivery by such Participating Buyer of the applicable consideration.

(g) Exceptions. The preceding provisions of this Section 3.6 shall not apply to:

- (i) any pro rata Issuance of securities to all holders of Units;
- (ii) the Issuance by the Company of Units on the date hereof;
- (iii) the issuance of any Units, Convertible Securities or Options pursuant to an employee incentive plan or other employment or consulting arrangement approved by the Board;
- (iv) the issuance of Class P Common Units approved by the Board; and
- (v) the issuance of Units issued upon the exercise of Convertible Securities, Options or warrants issued in compliance with this Section 3.6.

3.7 Capital Contributions. Each Member's Capital Contribution, if any, whether in cash or in kind, and the number of Units issued to such Member, shall be set forth on Schedule 3.1 (as amended or updated from time to time pursuant to Sections 3.1, 3.5 and 3.6 and this Section 3.7). Any in-kind Capital Contributions shall be effected by written assignments or such other documents as the Board shall direct. Any Member making an in-kind Capital Contribution agrees from time to time to do such further acts and execute such further documents as the Board may direct to perfect the Company's interest in such in-kind Capital Contribution. No Member shall be obligated to make any Capital Contribution that is in addition to the amounts set forth on Schedule 3.1.

4. CAPITAL ACCOUNTS.

4.1 Capital Accounts. A separate account (each a "Capital Account") shall be established and maintained for each Member which:

(a) shall be increased by (i) the amount of cash and the Fair Value of any other property contributed by such Member to the Company as a Capital Contribution (net of liabilities secured by such property or that the Company assumes or takes the property subject to) and (ii) such Member's share of the Net Profit (and other items of income and gain) of the Company; and

(b) shall be reduced by (i) the amount of cash and the Fair Value of any other property distributed to such Member (net of liabilities secured by such property or that

the Member assumes or takes the property subject to) and (ii) such Member's share of the Net Loss (and other items of loss and deduction) of the Company.

As of the date of this Agreement, the Capital Accounts, in the aggregate, represent the net equity value of the Company as of such date. It is the intention of the Members that the Capital Accounts of the Company be maintained in accordance with the provisions of Section 704(b) of the Code and the Regulations thereunder and that this Agreement be interpreted consistently therewith.

4.2 Revaluations of Assets and Capital Account Adjustments. Unless otherwise determined by the Manager, immediately preceding the issuance of additional Units in exchange for cash, property or services to a new or existing Member and upon the redemption of the Interest of a Member, the then-prevailing Asset Values of the Company shall be adjusted to equal their respective gross Fair Value and any increase in the net equity value of the Company (Asset Values less liabilities) shall be credited to the Capital Accounts of the Members in the same manner as Net Profits are credited under Section 5.5(b) (or any decrease in the net equity value of the Company shall be charged in the same manner as Net Losses are charged under Section 5.5(b)). Accordingly, as of the date of issuance of additional Units or the redemption of all or a portion of a Member's Interest in the Company, the Capital Accounts of Members will reflect both realized and unrealized gains and losses through such date and the net equity value of the Company as of such date.

4.3 Additional Capital Account Adjustments. Any income of the Company that is exempt from federal income tax shall be credited to the Capital Accounts of the Members in the same manner as Net Profits are credited under Section 5.5(b) when such income is realized. Any expenses or expenditures of the Company which may neither be deducted nor capitalized for tax purposes (or are so treated for tax purposes) shall be charged to the Capital Accounts of the Members in the same manner as Net Losses are charged under Section 5.5(b). If the Company has in effect an election under Section 754 of the Code to provide a special basis adjustment upon the Transfer of an Interest in the Company or the distribution of property by the Company, Capital Accounts shall be adjusted to the limited extent required by the Regulations under Section 704 of the Code following such transfer or distribution.

4.4 Additional Capital Account Provisions. No Member shall have the right to demand a return of all or any part of such Member's Capital Contributions. Any return of the Capital Contributions of any Member shall be made solely from the assets of the Company and only in accordance with the terms of this Agreement. Except to the extent otherwise expressly provided for in this Agreement, no interest shall be paid to any Member with respect to such Member's Capital Contributions or Capital Account. In the event that all or a portion of the Units of a Member are Transferred in accordance with this Agreement, the transferee of such Units shall also succeed to all or the relevant portion of the Capital Account of the transferor. Units held by a Member may not be Transferred independently of the Interest to which the Units relate.

5. DISTRIBUTIONS AND ALLOCATIONS OF PROFIT AND LOSS.

5.1 Board's Determination. The Board shall determine the timing and the aggregate amount of any Distributions to Members under Sections 5.1(b) and (c) and shall make the Distributions required by Section 5.1(a). The amount of any such Distributions to any Member at any time shall be determined in accordance with this Section 5.1.

(a) *Tax Distributions.* Subject to this Section 5, the Company shall distribute to each Member on a quarterly basis on the 10th (or next succeeding Business Day) of each January, April, June and September of each Fiscal Year, an amount (the "Tax Distribution"), except in connection with a Liquidating Distribution pursuant to Section 5.1(c), in cash equal to the excess, if any, of (i) such Member's Cumulative Tax Liability over (ii) the amounts previously distributed pursuant to this Section 5.1(a). Such Distributions shall be made at such times as to permit the Members to timely satisfy estimated tax or other tax payment requirements. For purposes of computing a Member's Tax Distribution under this Section 5.1(a), salaries, bonuses, and any other payments in the nature of compensation shall not be taken into account, other than as an expense of the Company. For purposes of this Section 5.1(a), a "Member's Cumulative Tax Liability" means, with respect to all fiscal periods beginning as of the date of this Agreement and ending on the last day of the most recent fiscal period, the product of (i) the cumulative excess of taxable income over taxable losses of the Company allocated to such Member pursuant to this Agreement multiplied by (ii) the Assumed Tax Rate. Tax Distributions shall be treated as an advance of future Distributions pursuant to Section 5.1(b) or (c).

(b) *Interim Distributions.* Except for Tax Distributions and Liquidating Distributions, Distributions ("Interim Distributions") shall be made to the Members in proportion to their respective Percentage Interests as of the time of such Distribution.

(c) *Liquidating Distributions.* Upon a Deemed Liquidity Event, Distributions shall be made as follows ("Liquidating Distributions"):

(i) First, to the Members in an amount equal to, and in proportion to, their respective Capital Contributions not previously reimbursed pursuant to this Section 5.1(c)(i); and

(ii) Thereafter, to the Members in proportion to their respective Percentage Interests as of the time of such Distribution.

Amounts distributed under Section 5.1(b) or Section 5.1(c)(ii) payable to holders of Class P Common Units shall be reduced if and to the extent that, since the date of grant of the Class P Common Units, the Company has not recognized net profits equal to the proposed distribution. In addition, if Class P Common Units are issued on a date after the date of this Agreement, amounts under Section 5.1(b) or Section 5.1(c)(ii) payable to holders of Class P Common Units with respect to Class P Common Units issued on any such date shall be reduced if and to the extent that, since such date, the Company has not recognized net profits equal to the proposed distribution. It is the intent of this provision

that Distributions to each holder of Class P Common Units pursuant to Section 5.1(c)(ii) be subordinate to the return to the other Members of the value of their respective Capital Contributions as of the time of issuance of such Class P Units and reflecting any revaluation of Company assets pursuant to Section 4.2. All determinations pursuant to this subsection shall be made by the Board.

5.2 No Violation Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a Distribution to any Member on account of such Member's Interest in the Company if such Distribution would violate the Act or other applicable Law.

5.3 Withholding. All amounts withheld pursuant to the Code or any federal, state, local or foreign tax law with respect to any payment, distribution or allocation to a Member shall be treated as amounts distributed to such Member. The Board is authorized to withhold from Distributions to Members, or with respect to allocations to Members, and in each case to pay over to the appropriate federal, state, local or foreign government any amounts required to be so withheld.

5.4 Property Distributions. If any assets of the Company shall be distributed in kind pursuant to this Section 5, such assets shall be distributed to the Members entitled thereto in the same proportions as the Members would have been entitled to cash Distributions. The amount by which the Fair Value of any property to be distributed in kind to the Members exceeds or is less than the then-prevailing Asset Value of such property shall, to the extent not otherwise recognized by the Company, be taken into account in determining Net Profit and Net Loss and determining the Capital Accounts of the Members as if such property had been sold at its Fair Value immediately prior to such Distribution.

5.5 Net Profit or Net Loss.

(a) The "Net Profit" or "Net Loss" of the Company for each Fiscal Year or relevant part thereof shall mean the Company's taxable income or loss for federal income tax purposes for such period (including all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code) with the following adjustments:

(i) Gain or loss attributable to the disposition of property of the Company with an Asset Value different than the adjusted basis of such property for federal income tax purposes shall be computed with respect to the Asset Value of such property, and any tax gain or loss not included in Net Profit or Net Loss shall be taken into account and allocated for federal income tax purposes among the Members pursuant to Section 5.7;

(ii) Depreciation, amortization or cost recovery deductions with respect to any property with an Asset Value that differs from its adjusted basis for federal income tax purposes at the beginning of a period shall be in an amount which bears the same ratio to such beginning Asset Value as the federal income tax depreciation, amortization or other cost recovery deductions for such period

bear to such beginning adjusted tax basis; provided, however, that if the adjusted tax basis of an asset at the beginning of such period is zero, then depreciation shall be determined with respect to such asset using any reasonable method selected by the Manager; and

(iii) Any items that are required to be specially allocated pursuant to Section 5.6 shall not be taken into account in determining Net Profit or Net Loss.

(b) Net Profit or Net Loss of the Company for any relevant fiscal period (or item thereof in connection with the liquidation of the Company pursuant to Section 12.3) shall be allocated to the Capital Accounts of the Members so as to ensure, to the extent possible, that the Capital Accounts of each Member as of the end of such fiscal period is equal to (i) the aggregate Distributions that such Member would be entitled to receive if all of the assets of the Company were sold for their Asset Values, the liabilities of the Company were paid in full (except that non-recourse liabilities shall be paid only to the extent, with respect to each asset subject to a non-recourse liability, that the non-recourse liability does not exceed the Asset Value), treating any amount that a Member would be required to pay with respect to a guarantee of an obligation of the Company as an amount that the Member would be required to contribute to the Company (notwithstanding the provisions of Section 3.4) and the remaining proceeds were distributed as of the end of such accounting period in accordance with Section 5.1(c) minus (ii) such Member's share of Company minimum gain and Member nonrecourse debt minimum gain determined pursuant to Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations computed immediately prior to the hypothetical sale of assets. The allocations made pursuant to this Section 5.5 are intended to comply with the provisions of Section 704(b) of the Code and the Regulations thereunder and, in particular, to reflect the Members' economic interests in the Company as set forth in Section 5.1, and this Section 5.5 shall be interpreted in a manner consistent with such intention.

5.6 Regulatory Allocations. Although the Members do not anticipate that events will arise that will require application of this Section 5.6, provisions governing the allocation of income, gain, loss, deduction and credit (and items thereof) are included in this Agreement as may be necessary to provide that the Company's allocation provisions contain a so-called "Qualified Income Offset" and comply with all provisions relating to the allocation of so-called "Non-recourse Deductions" and "Partner Non-recourse Deductions" and the chargeback thereof as set forth in the Regulations under Section 704(b) of the Code.

5.7 Special Tax Allocations.

(a) Contributed Assets. In accordance with Section 704(c) of the Code, income, gain, loss and deduction with respect to any property contributed to the Company with an adjusted basis for federal income tax purposes different from the initial Asset Value at which such property was accepted by the Company shall, solely for tax purposes, be allocated among the Members so as to take into account such difference in the manner required by Section 704(c) of the Code and the applicable Regulations.

(b) Revalued Assets. If the Asset Value of any assets of the Company is adjusted pursuant to Section 4.2, subsequent allocations of income, gain, loss and deduction with respect to such assets shall, solely for tax purposes, be allocated among the Members so as to take into account such adjustment in the same manner as under Section 704(c) of the Code and the applicable Regulations.

(c) Elections and Limitations. The allocations required by this Section 5.7 are solely for purposes of federal, state and local income taxes and shall not affect the allocation of Net Profits or Net Losses as between Members or any Member's Capital Account. All tax allocations required by this Section 5.7 shall be made using the so called "traditional method" described in Regulation 1.704-3(b).

(d) Allocations. Except as noted above, or as otherwise required by Law, all items of income, deduction and loss shall be allocated for federal, state and local income tax purposes in the same manner such items are allocated under Section 5.5.

(e) Deficit Balances. Net Loss (or items thereof) shall not be allocated to a Member if as a result thereof the Member has an Adjusted Capital Account Deficit but shall be allocated to the other Members pursuant to Section 5.5(b) as if such Member were not a Member.

5.8 Allocations of Certain Debt for Income Tax Purposes. For purposes of Section 752 of the Code and the Regulations thereunder, "excess nonrecourse liabilities" (within the meaning of Regulation Section 1.752-3(a)(3)) shall be allocated to the Members in proportion to their Percentage Interests.

5.9 Changes in Members' Interest. If during any year of the Company there is a change in any Member's Interest in the Company, the Board shall confer with the tax advisors to the Company and, in conformity with such advice, allocate the Net Profit or Net Loss to the Members so as to take into account the varying Interests of the Members in the Company in a manner that complies with the provisions of Section 706 of the Code and the Regulations thereunder.

6. STATUS, RIGHTS, OBLIGATIONS AND POWERS OF MEMBERS.

6.1 Limited Liability. Except as otherwise required by the Act, the debts, expenses, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, expenses, obligations and liabilities of the Company, and no Member, Manager or Indemnified Person shall be obligated personally for any such debt, expense, obligation or liability of the Company solely by reason of being a Member, Manager or Indemnified Person. All Persons dealing with the Company shall have recourse solely to the assets of the Company for the payment of the debts, expenses, obligations or liabilities of the Company. In no event shall any Member be required to make up any deficit balance in such Member's Capital Account upon the liquidation of such Member's Interest or otherwise.

6.2 Return of Distributions of Capital. Except as otherwise expressly required by Law, a Member, in such capacity, shall have no liability for obligations or liabilities of the Company. Except as required by Law, no Member shall be obligated by this Agreement to

return any Distribution to the Company or pay the amount of any Distribution for the account of the Company or to any creditor of the Company; provided, however, that if any court of competent jurisdiction holds that, notwithstanding this Agreement, any Member is obligated to return or pay any part of any Distribution, such obligation shall bind such Member alone and not any other Member or Manager; provided, further, that if any Member is required to return all or any portion of any Distribution under circumstances that are not unique to such Member but that would have been applicable to all Members if such Members had been named in the lawsuit against the Member in question (such as where a Distribution was made to all Members and rendered the Company insolvent, but only one Member was sued for the return of such Distribution), the Member that was required to return or repay the Distribution (or any portion thereof) shall be entitled to reimbursement from the other Members that were not required to return the Distributions made to them based on each such Member's share of the Distribution in question. The provisions of the immediately preceding sentence are solely for the benefit of the Members and shall not be construed as benefiting any third party. The amount of any Distribution returned to the Company by a Member or paid by a Member for the account of the Company or to a creditor of the Company shall be added to the account or accounts from which it was subtracted when it was distributed to such Member.

6.3 No Management or Control. Except as expressly provided in this Agreement, no Member shall take part in or interfere in any manner with the management of the business and affairs of the Company or have any right or authority to act for or bind the Company.

7. DESIGNATION, RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES AND DUTIES OF THE BOARD.

7.1 Board.

(a) The business of the Company shall be managed by a Board of Managers (the "Board"), and the Persons constituting the Board shall be the "managers" of the Company for all purposes of the Act (each, a "Manager" and, collectively, the "Managers"). The number of Managers shall initially be seven (7). As of the date hereof, the Managers are comprised of those Persons set forth on Exhibit 7.1. Any vacancy on the Board created by the resignation, removal, incapacity or death of any Manager shall be filled by another Manager designated by the Board. The number of Managers may be decreased or increased by the Board from time to time upon the written consent of six (6) Managers. A Manager who has tendered his resignation may participate in the election of his successor.

(b) Decisions of the Board shall be decisions of the "manager" for all purposes of the Act and shall be carried out by officers or agents of the Company appointed by the Board in the resolution or consent in question or in one or more standing resolutions or consents. A decision of the Board may be amended, modified or repealed in the same manner in which it was adopted, but no such amendment, modification or repeal shall affect any Person who has been furnished a copy of the original vote or resolution, certified by a duly authorized officer of the Company, until such Person has been notified in writing of such amendment, modification or repeal.

(c) The Board may, by vote or resolution of the Board, delegate any or all of its powers to any committee thereof.

(d) Each Manager shall, unless otherwise provided in this Agreement or by law, hold office until such individual is removed in accordance with this Agreement, resigns or dies. Any Manager may be removed at any time without giving any reason for such removal by a written consent signed by six (6) Managers. A Manager may resign by written notice to the Company, which resignation shall not require acceptance and, unless otherwise specified in the resignation notice, shall be effective upon receipt by the Company. Vacancies in the Board shall be filled as provided in Section 7.1(a) above.

(e) Meetings of the Board and any committee thereof may be held at any time and at any place within or without the State of Connecticut designated in the notice of the meeting, when called by the chairman of the Board, the president or any one Manager, reasonable notice thereof being given to each Manager by the Person or Persons calling the meeting.

(f) It shall be reasonable and sufficient notice to a Manager to send notice by overnight delivery at least four (4) Business Days or by electronic mail or facsimile at least two (2) Business Days before the meeting addressed to such Manager at such Manager's usual or last known business or residence address, business facsimile number or electronic mail address, as applicable, or to give notice to such Manager in person or by telephone at least two (2) Business Days before the meeting. Notice of a meeting need not be given to any Manager if a written waiver of notice, executed by such Manager before or after the meeting, is filed with the records of the meeting, or to any Manager who attends the meeting. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

(g) Except as may be otherwise provided by Law and except as otherwise expressly set forth in this Agreement, at any meeting of the Board or any committee thereof, a number of Managers then in office and present in person or by proxy with authority to vote a majority of the total votes that may be cast by the Board shall constitute a quorum. Except as otherwise expressly set forth in this Agreement, any action to be taken or approved by the Managers hereunder must be taken or approved by a vote of a majority of Managers voting in person or by proxy at a meeting, and any action so taken or approved shall constitute the act of the Board. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice. If a Manager is absent or abstains from voting in any vote of the Board, such Manager's vote shall be counted as "no" with respect to the matter voted upon.

(h) Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if the required number of the Managers then in office consent thereto in writing and such writing is filed with the records of the meetings of the Board and is delivered to each Manager. Any such action shall be effective on the

third-(3rd) Business Day after such writing has been delivered to the Managers who did not execute such consent.

(i) Managers may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or by any other means permitted by law. Such participation shall constitute attendance of such person at such meeting.

(j) Nothing contained in this Section shall be construed to preclude any Manager from serving the Company in any other capacity.

7.2 Authority of Board.

(a) The Board shall have the exclusive power and authority as set forth in this Agreement to manage the business and affairs of the Company and to make all decisions with respect thereto. Except as otherwise expressly provided in this Agreement, the Board or Persons designated by the Board, including officers and agents appointed by the Board with such titles as the Board may designate, shall be the only Persons authorized to execute documents which shall be binding on the Company. To the fullest extent permitted by Connecticut law, the Board shall have the power to perform any acts, statutory or otherwise, with respect to the Company or this Agreement which would otherwise be possessed by the Members under Connecticut law, and the Members shall have no power whatsoever with respect to the management of the business and affairs of the Company.

(b) The power and authority granted to the Board hereunder shall include all those necessary, convenient or incidental for the accomplishment of the purposes of the Company and the exercise of the powers of the Company set forth in Section 2.6 and shall include the power to conduct (or cause to be conducted under its supervision) the day-to-day business and affairs of the Company and to make all decisions with regard to the management, operations, assets, financing and capitalization of the Company and to perform or observe all of the specific obligations to be performed by the Board under this Agreement, including, without limitation, the power and authority to undertake and make decisions concerning: (i) hiring and firing employees, officers, attorneys, brokers, investment bankers and other advisors and consultants and determining their compensation, (ii) opening bank and other deposit accounts and operations thereunder, (iii) borrowing money, obtaining credit, issuing notes, debentures, securities, equity or other interests of or in the Company and securing the obligations undertaken in connection therewith with mortgages on, pledges of and security interests, (iv) making investments in or the acquisition of securities of any Person, (v) giving guarantees and indemnities, (vi) entering into contracts or agreements or making capital expenditures, whether in the ordinary course of business or otherwise, (vii) mergers with or acquisitions of other Persons, (viii) dissolution, (ix) the sale of all or any portion of the assets of the Company, (x) forming subsidiaries, (xi) compromising, arbitrating, adjusting and litigating claims in favor of or against the Company, (xii) hiring and terminating the independent public accountant for the Company, (xiii) subject to Section 10, determining

the tax status, accounting methods and legal form of the Company and (xiv) other matters as provided by written resolution of the Board.

7.3 Reliance by Third Parties. Any Person dealing with the Company or the Members may rely upon a certificate signed by a Manager as to: (a) the identity of the Members, (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Board or which are in any other manner relevant to the affairs of the Company, (c) the Persons who are authorized to execute and deliver any instrument or document of or on behalf of the Company, (d) the authorization of any action by or on behalf of the Company by the Board or any officer or agent acting on behalf of the Company or (e) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or the Members.

8. DESIGNATION, RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES AND DUTIES OF OFFICERS AND AGENTS.

8.1 Officers, Agents. The Board shall have the power to appoint officers and agents to act for the Company with such titles, if any, as the Board deems appropriate and to delegate to such officers or agents such of the powers as are granted to the Board hereunder, including the power to execute documents on behalf of the Company, as the Board may in its sole discretion determine; provided, however, that no such delegation by the Board shall cause the Board to cease to be the "manager" of the Company within the meaning of the Act. The officers so appointed may include persons holding titles such as Chairman, Chief Executive Officer, Chief Operating Officer, President, Chief Financial Officer, Executive Vice President, Vice President, Treasurer or Controller. Unless the authority of the officer in question is limited in the document appointing such officer or is otherwise specified by the Board, any officer so appointed shall have the same authority to act for the Company as a corresponding officer of a Connecticut corporation would have to act for a Connecticut corporation in the absence of a specific delegation of authority; provided, however, that unless such power is specifically delegated to the officer in question either for a specific transaction or generally, no such officer shall have the power to lease or acquire real property, to borrow money, to issue notes, debentures, securities, equity or other interests of or in the Company, to make investments in (other than the investment of surplus cash in the ordinary course of business) or to acquire securities of any Person, to give guarantees or indemnities, to merge, liquidate or dissolve the Company or to sell or lease all or any substantial portion of the assets of the Company.

9. BOOKS, RECORDS, ACCOUNTING AND REPORTS.

9.1 Books and Records. The Company shall maintain at its principal office or such other office as the Board shall determine all of the following:

(a) a current list of the full name and last known business or residential address of each Member and the Board;

(b) information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each Member became a Member of the Company;

(c) a copy of the Certificate and this Agreement, including any amendments to either thereof, together with executed copies of any powers of attorney pursuant to which the Certificate, this Agreement or any amendments have been executed;

(d) copies of the Company's federal, state and local income tax or information returns and reports; and

(e) the Company's books and records.

All such books of account and records may be inspected, copied and audited by any Member, its designees or representatives from time to time and upon reasonable prior notice during reasonable business hours at the office of the Company or other Person maintaining the same.

9.2 Reporting. The Company will deliver to the holders of Units the following:

(a) Quarterly Reports. As soon as available and in any event within 60 days after the end of each fiscal quarter of the Company, a balance sheet of the Company as at the end of such period and the related statement of operations for such period and for the portion of the Fiscal Year ended on the last day of such quarter.

(b) Annual Reports. As soon as available and in any event within 120 days after the end of each Fiscal Year of the Company, a balance sheet of the Company as at the end of such year and the related statements of income, members equity and cash flows for such year.

(c) Other Information. Such other information relating to the Company as from time to time may reasonably be requested by any Member.

9.3 Non-Disclosure. Each Member agrees that, except as otherwise consented to by the Board, all non-public information furnished to such Member pursuant to this Agreement (including the terms and conditions of this Agreement and any other agreements between the parties, the identities of the owners of the Members, and the officers, directors, members, employees, agents or representatives of the such Members, the names of the Members and any Affiliates of such Members) will be kept confidential and will not be disclosed by such Member, or by any of such Member's agents, representatives or employees, in any manner, in whole or in part, except that (i) each Member shall be permitted to disclose such information to those of such Member's agents, representatives (including counsel and accountants) and employees who need to be familiar with such information in connection with such Member's investment in the Company and who are charged with an obligation of confidentiality; (ii) each Member shall be permitted to disclose such information to such Member's partners and equity holders so long as they agree to keep such information confidential on the terms set forth herein, (iii) each Member shall be permitted to disclose such information to the extent required by Law, so long as such Member shall have first provided the Company and the affected Member, if applicable, a reasonable opportunity to contest the necessity of disclosing such information, (iv) each Member shall be permitted to disclose such information to the extent necessary for the enforcement of any right of such Member arising under this Agreement and (v) each Member shall be permitted to disclose such information generally available to or known by the public (other than as a result of disclosure in violation hereof).

10. TAX MATTERS.

10.1 Tax Matters. The Board shall cause all Company tax returns to be timely filed with the applicable government authorities within allowable time periods, including extensions, and shall use reasonable efforts to provide such tax returns in a timely manner to the Members with the necessary information, including Schedule K-1s, with respect to the operations of the Company to allow the Members to file their own tax returns.

10.2 Treatment as a Partnership. It is intended that the Company be treated as a partnership for federal income tax purposes and neither the Company nor any Member shall make any election (for tax purposes or otherwise) inconsistent with such treatment without the consent of all Members.

10.3 Tax Matters Partner. David Lipton shall be the "tax matters partner" of the Company for purposes of Section 6231(a)(7) of the Code (the "Tax Matters Partner"). The Tax Matters Partner is authorized to represent the Company, at the Company's expense, in connection with all examinations of the Company's affairs by tax authorities, including administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Any direct or indirect costs and expenses incurred by the Tax Matters Partner, acting in its capacity as such, shall be deemed costs and expenses of the Company, and the Company shall reimburse the Tax Matters Partner for such amounts. Notwithstanding the foregoing, the Tax Matters Partner shall not take any actions in its capacity as Tax Matters Partner that would adversely impact a Member without the prior written consent of such Member, which consent shall not be unreasonably withheld, delayed or conditioned.

11. TRANSFER RESTRICTIONS.

11.1 Certain Restrictions on Transfer. During the term of this Agreement, no Member shall, directly or indirectly (including, without limitation, through the Transfer of Equity Interest of any Person that holds Units) make or solicit any Transfer of Units held by such Member, except as hereinafter set forth in this Section 11 or as otherwise permitted by this Agreement.

11.2 Permitted Transferees.

(a) Affiliates. Subject to the provisions of Section 11.3, any holder of Units may Transfer any or all of such Units to an Affiliate of such holder.

(b) Transfer to Existing Member. Any holder of Units may Transfer any or all of such Units to an existing Member.

(c) Upon Death. Subject to the provisions of Section 11.3, upon the death of any holder of Units who is a natural Person, such Units may be distributed by the will or other instrument taking effect at death of such holder or by applicable Laws of descent and distribution to such holder's estate, executors, administrators and personal representatives, and then to such holder's heirs, legatees or distributees, whether or not such recipients are Members of the Immediate Family of such holder.

(d) Member of the Immediate Family. Subject to the provisions of Section 11.3, any holder of Units who is a natural Person may Transfer any or all of such Units to a Member of the Immediate Family of such Member, an entity owned solely by such Member and/or a Member of the Immediate Family of such Member or a trust for the sole benefit of such Member and/or a Member of the Immediate Family of such Member.

(d) Approval of the Board. Any holder of Units may Transfer any or all of such Units with the approval of the Board.

(e) Drag Alongs, Etc. Any holder of Units may Transfer such Units in accordance with the provisions, terms and conditions of Section 11.5.

(f) Tag Alongs. Any holder of Units may Transfer such Units in accordance with the provisions, terms and conditions of Sections 11.6 of this Agreement.

11.3 Conditions to Transfer. Except as otherwise provided herein, no Transfer permitted under the terms of Section 11.2 shall be effective unless the transferee of such Units (each, a "Permitted Transferee") has delivered to the Company (a) a written acknowledgment and agreement in form and substance reasonably satisfactory to the Company that such Units to be received by such Permitted Transferee shall remain Class A Common Units or Class P Common Units, as the case may be, and shall be subject to all of the provisions of this Agreement and that such Permitted Transferee shall be bound by, and shall be a party to, this Agreement as the holder of Class A Common Units or Class P Common Units, as the case may be, hereunder and (b) to the extent requested by the Board, a written opinion from legal counsel that the Transfer will not cause the Company to be treated as a publicly traded partnership under the Code; provided, however, that no Transfer by any holder of Units to a Permitted Transferee pursuant to Section 11.2 shall relieve such holder of any of its obligations hereunder. Any provision of this Agreement to the contrary notwithstanding, no Transfer, sale, assignment or other disposition of any Units may be made except in compliance with the then applicable federal and state securities laws and, as to Class P Units, in compliance with the terms of any applicable Restricted Unit Agreement.

11.4 Impermissible Transfer. Any attempted Transfer of Units not permitted under the terms of this Section 11 shall be null and void, and the Company shall not in any way give effect to any such impermissible Transfer.

11.5 Sale of the Company/ Drag Along Rights. If the Board approves a sale of the Company to any third party, all Members will raise no objections against such "Approved Company Sale." If the Approved Company Sale is structured as a (i) merger or consolidation, then each Member hereby agrees to consent to such merger, or (ii) sale of Units, then each Member hereby agrees to sell all of his or its Units and rights to acquire Units on the terms and conditions approved by the Board. Each Member shall take all necessary or desirable actions in connection with the consummation of the Approved Company Sale as requested by the Company.

11.6 Tag-Along Rights.

(a) In the event that a Member (the "Tag-Along Member") proposes a Transfer of all or any portion of the Units owned by him or it (other than to a Permitted Transferee), the Tag-Along Member shall promptly send a Registered Notice to the other Members (the "Other Members"). The Other Members shall have the right, but not the obligation (the "Tag-Along Right"), to sell to the Person or group that proposes to acquire such Units (the "Tag-Along Purchaser"), for exactly the same per Unit consideration (subject to a return of Capital Contributions related to the Units being sold) being provided to the Tag-Along Member, that number of Units (or if such number is not an integral number, the next integral number which is greater than such number) which shall be the product of (i) the total number of Units owned by the Other Member desiring to exercise its rights under this Section 11.6 (a "Participating Member") and (ii) a fraction, the numerator of which shall be the number of Units to be sold by the Tag-Along Member and the denominator of which shall be the total number of Units then owned by the Tag-Along Member. The Units to be sold hereunder shall be sold at the same time and for the same form of consideration and per-Unit price (subject to the return of Capital Contributions as described above) as provided in the Registered Notice. If any Participating Member desires to exercise its rights under this Section 11.6(a), such Participating Member shall (x) give written notice thereof to the Tag-Along Member no later than thirty (30) days after receipt of a Registered Notice indicating the intent to transfer and (y) promptly take all steps described in such Registered Notice to effectuate the sale of the Units covered thereby, including, without limitation, the furnishing of information customarily provided in connection with such a sale and the execution of such sales and other transfer documents with such representations, warranties, agreements, covenants and indemnities as may be reasonably required, provided, however, that no Participating Member shall be required to indemnify the purchaser for the breach of any representations or warranties made by any Person other than such Participating Member or the Company. All references to "sell" herein shall be deemed to include transfer, dispose of or otherwise convey in the manner in which such transfer is proposed to be made.

(b) If the sum of the (i) Units to be sold by the Tag-Along Member and (ii) Units offered for sale pursuant to the exercise of the Tag-Along Right pursuant to Section 11.6(a) exceeds the number of Units that the purchaser or purchasers described in the Registered Notice is willing to buy, the number of Units to be sold by the Tag-Along Member and the Participating Members shall be adjusted to ensure that the ratio of the number of Units proposed to be sold by each such Member to the number of Units owned by such Member shall be equal for each seller (subject to the return of Capital Contributions as described above).

11.7 Repurchase Option. The Company shall have a repurchase option (the "Repurchase Option") with respect to the Interest of any Member (which, for purposes of this Section 11.5, shall include any portion of such Interest which has been Transferred to a Permitted Transferee) (collectively, the "Selling Member") upon the occurrence of a Cause Event with respect to such Member (or any individual who is an Affiliate of such Member).

(a) The terms of the Repurchase Option shall be as follows:

(1) Purchase Price. The purchase price for any Interest purchased pursuant to the Repurchase Option (the "Purchase Price") shall be an amount equal to the Capital Account of such Member determined as of the date of the event (the "Determination Date") giving rise to the existence of the Repurchase Option;

(2) Term. The Repurchase Option shall be exercisable at any time on or before the first (1st) anniversary of the Determination Date by delivery of written notice as provided below.

(3) Exercise Procedures; Closing and Payment of Purchase Price. The Company shall give written notice of its intent to exercise the Repurchase Option prior to the end of the term described in Section 11.7(a)(2). The closing of the Repurchase Option (the "Repurchase Closing") shall take place at the Company's offices on the date specified in such written notice, which date shall not be no later than forty-five (45) days after the date of such notice. At the Repurchase Closing, (x) the Purchase Price shall be payable in a lump sum and (y) the Selling Member shall execute and deliver to the Company any documents or instruments reasonably requested by the Company to evidence the Transfer to the Company of the Interest subject to the Repurchase Option.

(4) Assignment. The Company may assign any Repurchase Option to any Member or other Person subject to such terms as determined by the Board.

11.8 Period. The foregoing provisions of this Section 11 shall terminate and be of no further force or effect upon consummation of a Company Sale in which the entire Company is being sold.

12. DISSOLUTION OF COMPANY.

12.1 Termination of Membership. No Member shall resign or withdraw from the Company except that, subject to the restrictions set forth in Section 11, any Member may Transfer its, his or her Interest in the Company to a Permitted Transferee and such Permitted Transferee shall become a Member in place of the Member assigning such Interest.

12.2 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events: (a) the entry of a decree of judicial dissolution under the Act, (b) the determination by the Board, (c) the disposition of all or substantially all of the Company's assets after which the Company would cease to conduct business, or (d) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining Member of the Company in the Company unless the business of the Company is continued in a manner permitted by this Agreement or the Act.

12.3 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to wind up its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company's business, discharge of its liabilities, and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. The Company's property and assets or the proceeds from the liquidation thereof shall be distributed so as not to contravene the Act and shall be otherwise disbursed in compliance with Section 5.1(c). A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member promptly after the distribution of all of the assets of the Company. Such accounting and statements shall be prepared under the direction of the Board. Upon such final accounting, the Board shall terminate the Certificate in accordance with the Act and the Company's existence as a separate legal entity shall terminate.

12.4 No Action for Dissolution. The Members acknowledge that irreparable damage would be done to the goodwill and reputation of the Company if any Member should bring an action in court to dissolve the Company under circumstances where dissolution is not required by Section 12.2. This Agreement has been drawn carefully to provide fair treatment of all parties and equitable payment in liquidation of the Interests of all Members. Accordingly, except where the Board has failed to liquidate the Company as required by Section 12.3, each Member hereby, to the extent permitted by Law, waives and renounces its right to initiate legal action to seek dissolution or to seek the appointment of a receiver or trustee to liquidate the Company.

12.5 No Further Claim. Upon dissolution, each Member shall have recourse solely to the assets of the Company for the return of such Member's capital, and if the Company's property remaining after payment or discharge of the debts and liabilities of the Company, including debts and liabilities owed to one or more of the Members, is insufficient to return the aggregate Capital Contributions of each Member, such Member shall have no recourse against the Company, the Board or any other Member.

13. INDEMNIFICATION; OTHER AGREEMENTS.

13.1 General. To the fullest extent permitted by Law, the Company shall indemnify, defend and hold harmless the Board, each Manager, each Member, including the Tax Matters Member, in such Member's capacity as such, each such Person's officers, managers, partners, members, shareholders, employees, accountants, counsel and agents, and the employees, officers, accountants, counsel and agents of the Company (all indemnified persons being referred to as "Indemnified Persons" for purposes of this Section 13), from any liability, loss or damage incurred by the Indemnified Person by reason of any act performed or omitted to be performed by the Indemnified Person in connection with the business of the Company and from liabilities or obligations of the Company imposed on such Person by virtue of such Person's position with the Company, including reasonable attorneys' fees and costs and any amounts expended in the settlement of any such claims of liability, loss or damage; provided, however, that if the liability, loss, damage or claim arises out of any action or inaction of an Indemnified Person, indemnification under this Section 13.1 shall be available only if (a) either (i) the Indemnified Person, at the time of such action or inaction, determined in good faith that its, his or her course of conduct was in, or not opposed to, the best interests of the Company or (ii) in the case of inaction by the Indemnified Person, the Indemnified Person did not intend its, his or her inaction

to be harmful or opposed to the best interests of the Company and (b) the action or inaction did not constitute fraud, gross negligence or willful misconduct by the Indemnified Person; provided, further, however, that indemnification under this Section 13.1 shall be recoverable only from the assets of the Company and not from any assets of the Members. The Company shall pay or reimburse reasonable attorneys' fees of an Indemnified Person as incurred, provided that such Indemnified Person executes an undertaking, with appropriate security if requested by the Board, to repay the amount so paid or reimbursed in the event that a final non-appealable determination by a court of competent jurisdiction that such Indemnified Person is not entitled to indemnification under this Section 13. The Company may pay for insurance covering liability of the Indemnified Persons for negligence in operation of the Company's affairs.

13.2 Exculpation. No Indemnified Person shall be liable, in damages or otherwise, to the Company or to any Member for any loss that arises out of any act performed or omitted to be performed by it, him or her pursuant to the authority granted by this Agreement if (a) either (i) the Indemnified Person, at the time of such action or inaction, determined in good faith that such Indemnified Person's course of conduct was in, or not opposed to, the best interests of the Company, or (ii) in the case of inaction by the Indemnified Person, the Indemnified Person did not intend such Indemnified Person's inaction to be harmful or opposed to the best interests of the Company and (b) the conduct of the Indemnified Person did not constitute fraud, gross negligence or willful misconduct by such Indemnified Person.

13.3 Persons Entitled to Indemnity. Any Person who is within the definition of "Indemnified Person" at the time of any action or inaction in connection with the business of the Company shall be entitled to the benefits of this Section 13 as an "Indemnified Person" with respect thereto, regardless of whether such Person continues to be within the definition of "Indemnified Person" at the time of such Indemnified Person's claim for indemnification or exculpation hereunder.

13.4 Duties of Board. Without limiting applicability of any other provision of this Agreement, including the other provisions of this Section 13, which shall control notwithstanding anything to the contrary in this Section 13.4, the following provisions shall be applicable to the Board:

(a) The Board and the decisions of the Board shall have the benefit of the business judgment rule to the same extent as the Board and such decisions would have the benefit of such rule if the Board were a board of directors of a Connecticut corporation.

(b) This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Board. Further, the Members and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by Law or in equity, and in doing so, recognize, acknowledge and agree that the Board's duties and obligations to the Company are only as expressly set forth in this Agreement. In no event shall the Board be liable for any action or inaction for which exculpation is provided under Section 13.2.

13.5 Business Opportunities. To the fullest extent permitted by Law, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Member, Manager or any of their Affiliates other than with respect to the Business Purpose. The Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to any Member, Manager or any of their respective Affiliates other than those directly related to the Business Purpose. Neither the Board nor any Member who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company shall have any duty to communicate or offer such opportunity to the Company, and the Board and such Member shall not be liable to the Company or to the Members for breach of any fiduciary or other duty by reason of the fact that the Board or such Member pursues or acquires for, or directs such opportunity to another Person or does not communicate such opportunity or information to the Company. No amendment or repeal of this Section 13.5 shall apply to or have any effect on the liability or alleged liability of the Board or any Member for or with respect to any opportunities of which the Board or any such Member becomes aware prior to such amendment or repeal.

13.6 Fiduciary and Other Duties. An Indemnified Person acting or omitting to act under this Agreement shall not be liable to the Company or to any other Indemnified Person for its, his or her good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties (including fiduciary duties) and liabilities of an Indemnified Person otherwise existing at Law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Indemnified Person.

13.7 Tendler Exclusivity Obligations.

(a) Tendler hereby acknowledges, on behalf of itself and its member Robert Tendler (the "Tendler Member") that it and the Tendler Member are familiar with the Company's highly confidential or proprietary business information and trade secrets and with its other information of a confidential or proprietary nature and acknowledges and agrees that the Company would be irreparably damaged if Tendler or the Tendler Member were to provide services to any Person competing with the Company in connection with the Business Purpose and that such competition by Tendler or the Tendler Member would result in a significant loss of goodwill by the Company. Tendler further acknowledges and agrees that the covenants and agreements set forth in this Section 13.7 were a material inducement to the Members other than Tendler to enter into this Agreement, to agree to the issuance to Tendler of an Interest in the Company and to perform their obligations hereunder, and that the Members other than Tendler would not obtain the benefit of the bargain set forth in this Agreement as specifically negotiated by the parties hereto if Tendler breached the provisions of this Section 13.7. Therefore, for good and valuable consideration, Tendler agrees that so long as Tendler is a Member and for three (3) years thereafter, Tendler and the Tendler Member shall not, without the express written consent of the Company, directly or indirectly, either for itself or the Tendler Member, or for any other individual, corporation, partnership, joint venture or other entity:

(i) own or have any interest in (whether as a sole proprietor, owner, stockholder, partner, member, joint venturer, creditor or otherwise), manage,

control, participate in (whether as an officer, director, employee, partner, manager, agent, representative or otherwise), consult with, render services for, or in any other manner engage (the foregoing, collectively, "engage") anywhere in the State of Connecticut in any business related to the Business Purpose other than the business conducted by the Company;

(ii) induce or attempt to induce any employee of the Company to leave the employ of the Company, or in any way interfere with the relationship between the Company and any employee thereof;

(iii) solicit, induce or attempt to solicit or induce any supplier, licensee or other business relation of the Company to cease or reduce doing business with the Company, or in any way interfere or attempt to interfere with the relationship between any such supplier, licensee or business relation and the Company; or

(iv) induce or attempt to induce any customer, supplier, licensee, subcontractor or other business relation of the Company to purchase services or goods similar to those sold by the Company.

(b) All provisions of this Section 13.7 are severable from one another, and the unenforceability or invalidity of any provision shall not affect the validity or enforceability of the remaining provisions. In addition, if, at the time of enforcement of the covenant contained in Section 13.7(a) (the "Restrictive Covenant"), a court shall hold that the duration, scope or area restrictions stated therein are unreasonable under circumstances then existing, the parties hereto agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed and directed to revise the restrictions contained therein to cover the maximum period, scope and area permitted by law. Tendler acknowledges, on behalf of itself and the Tendler member, that it has consulted with legal counsel regarding the Restrictive Covenant and based on such consultation has determined and hereby acknowledges that the Restrictive Covenant is reasonable in terms of duration, scope and area restrictions and is necessary to protect the goodwill of the Company's business and the substantial investment in the Company made by the Members hereunder.

(c) If Tendler or the Tendler Member breaches, or threatens to commit a breach of, the Restrictive Covenant, the Company shall have the following rights and remedies, each of which shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity: (a) the right and remedy to have the Restrictive Covenant specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenant would cause irreparable injury to the Company and the Members and that money damages would not provide an adequate remedy to the Company or the Members; and (b) the right and remedy to require the applicable person or entity(s) to account for and pay over to the Company any profits, monies, accruals, increments or other benefits derived or received by such person

or entity(s) as the result of any transactions constituting a breach of the Restrictive Covenant.

(d) In the event of any breach or violation by Tendler or the Tendler Member of the Restrictive Covenant and subsequent litigation as to the breach or violation or the enforceability of the Restrictive Covenant, the time period of such covenant shall be tolled until such litigation has concluded and the time for filing any appeals has elapsed.

13.8 Survival. The provisions of this Section 13 shall survive any termination of this Agreement.

14. REPRESENTATIONS AND COVENANTS BY THE MEMBERS.

Each Member hereby represents and warrants to, and agrees with, the Board, the other Members and the Company as follows:

14.1 Investment Intent. Such Member is acquiring such Member's Interests with the intent of holding the same for investment for such Member's own account and without the intent or a view of participating directly or indirectly in any distribution of such Interests within the meaning of the Securities Act or any applicable state securities laws.

14.2 Securities Regulation.

(a) Such Member acknowledges and agrees that such Member's Interest is being issued and sold in reliance on the exemption from registration under the Securities Act and exemptions contained in applicable state securities laws, and that such Member's Interest cannot and will not be sold or transferred except in a transaction that is exempt under the Securities Act and applicable state securities laws or pursuant to an effective Registration Statement under the Securities Act and applicable state securities laws.

(b) Such Member understands that such Member has no contractual right for the registration under the Securities Act of such Member's Interest and that, unless such Member's Interests are registered or an exemption from registration is available, such Member's Interests may be required to be held indefinitely.

14.3 Economic Risk. Such Member is able to bear the economic risk of such Member's investment in such Member's Interest.

14.4 Binding Agreement. Such Member has all legal capacity and requisite power and authority to enter into and perform this Agreement and this Agreement is and will remain such Member's valid and binding agreement, enforceable against such Member in accordance with its terms (subject, as to the enforcement of remedies, to any applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors rights).

14.5 Tax Position. Unless such Member receives prior written consent from the Board, such Member will not take a position on such Member's federal income tax return, in any claim for refund or in any administrative or legal proceedings that is inconsistent with this Agreement or with any information return filed by the Company.

14.6 Information. Such Member has received all documents, books and records pertaining to an investment in the Company requested by such Member. Such Member has had a reasonable opportunity to ask questions of and receive answers concerning the Company, and all such questions have been answered to such Member's satisfaction.

14.7 Licenses and Permits. Such Member will cooperate in providing such information, in signing such documents and in taking such other action as may reasonably be requested by the Company in connection with obtaining any foreign, federal, state or local license or permit needed to operate its business or the business of any Person in which the Company invests.

15. COMPANY REPRESENTATIONS.

In order to induce the Members to enter into this Agreement, the Company hereby represents and warrants to each Member as follows:

15.1 Duly Formed. The Company is a duly formed and validly existing limited liability company under the Act, with all necessary power and authority under the Act to issue the Interests to be issued to the Members hereunder.

15.2 Valid Issue. When the Interests are issued to the Members as contemplated by this Agreement and the Capital Contributions required to be made by the Members, if any, are made, the Interests issued to the Members will be duly and validly issued (except as expressly provided in this Agreement) and no liability for any additional Capital Contributions or for any obligations of the Company will attach thereto.

16. AMENDMENTS TO AGREEMENT.

16.1 Amendments. Except as provided in the last sentence of this Section 16.1, this Agreement may be modified or amended by the prior written consent of the holders of a majority of the Class A Common Units; provided, however, each holder of Class A Common Units shall have the opportunity to consider any proposed modification or amendment prior to its effectiveness; provided, further, any amendment which adversely affects the Class P Common Units in a manner disproportionate to the Class A Common Units shall require the consent of a majority of the holders of the Class P Common Units, except that the creation or issuance of Units that are senior or pari passu to the Class P Common Units and any increase in the number of authorized or outstanding Units of any class shall not be deemed to adversely affect the Class P Common Units. All amendments to this Agreement will be sent to each Member promptly after the effectiveness thereof. Any amendment to Sections 7.1(a), (d) and (h) shall require the prior written consent of the holders of seventy five percent (75%) of the Class A Common Units.

16.2 Corresponding Amendment of Certificate of Formation. The Board shall cause to be prepared and filed any amendment to the Certificate that may be required to be filed under the Act as a consequence of any amendment to this Agreement.

16.3 Binding Effect. Any modification or amendment to this Agreement pursuant to this Section 16 shall be binding on all Members.

17. GENERAL.

17.1 Successors; Connecticut Law; Etc. This Agreement: (a) shall be binding upon the executors, administrators, estates, heirs and legal successors of the Members, (b) shall be governed by, enforced under and construed in accordance with the laws of the State of Connecticut, (c) may be executed by facsimile or portable document format (pdf) signatures, in more than one counterpart, all of which together shall constitute one agreement, and (d) contains the entire agreement among the Members as to the subject matter hereof. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

17.2 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery (which may be evidenced by a return receipt if sent by registered mail or by signature if delivered by courier or delivery service) or sent by facsimile (and electronic receipt was received) or sent by electronic mail (and electronic receipt was received), addressed (a) if to any Member, to the address such Member shall have furnished to the Company in writing as the address to which notices are to be sent hereunder and (b) if to the Company, at 61 Unquowa Road, Fairfield, CT, 06824. Copies of all notices required to be sent to the Company under the terms of this Agreement shall also be sent to each Member in accordance with the terms hereof.

17.3 Execution of Documents. From time to time after the date of this Agreement, upon the request of the Company, each Member shall perform, or cause to be performed, all such additional acts, and shall execute and deliver, or cause to be executed and delivered, all such additional instruments and documents, as may be required to effectuate the purposes of this Agreement.

17.4 Jurisdiction; Venue; Service of Process.

(a) Jurisdiction. Each party to this Agreement, by its execution hereof, (i) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Connecticut or the United States District Court located in the State of Connecticut for the purpose of any action between the parties arising in whole or in part under or in connection with this Agreement, (ii) hereby waives to the extent not prohibited by applicable Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action brought in one of the above-named courts should be dismissed on grounds of forum non conveniens, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court and (c) hereby agrees not to commence any such action other than before one of the above-named courts. Notwithstanding the previous sentence a party may commence any action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

(b) Venue. Each party agrees that for any action between the parties arising in whole or in part under or in connection with this Agreement, such party bring actions only in the State of Connecticut. Each party further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction.

(c) Service of Process. Each party hereby (i) consents to service of process in any action between the parties arising in whole or in part under or in connection with this Agreement in any manner permitted by Connecticut law, (ii) agrees that service of process made in accordance with clause (i) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 17.2, will constitute good and valid service of process in any such action and (iii) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such action any claim that service of process made in accordance with clause (i) or (ii) does not constitute good and valid service of process.

17.5 Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect the other provisions hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law. Notwithstanding the foregoing, if any such invalidity or unenforceability shall deprive any party hereto of a material portion of the benefits intended to be provided to such party hereby, the parties shall in good faith seek to negotiate a substitute benefit for such Person, it being understood that it is possible that no such substitute benefit will be able to be so negotiated, in which event the other provisions of this Section 17.5 shall govern.

17.6 Headings. The headings used in this Agreement are used for administrative convenience only and do not constitute substantive matter to be considered in construing this Agreement.


17.7 No Third Party Rights. The provisions of this Agreement are for the benefit of the Company, the Managers, the Members and Indemnified Persons and no other Person, including creditors of the Company, shall have any right or claim against the Company, the Managers or any Member by reason of this Agreement or any provision hereof or be entitled to enforce any provision of this Agreement.

17.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

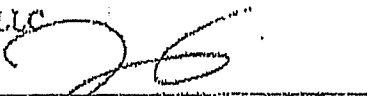
[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

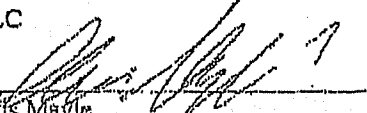
GARE LLC

By: 
Name: Marc Gare
Title: President

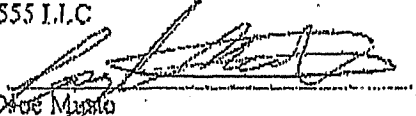
CHALIP, LLC

By: 
Name: David Lipton
Title: President

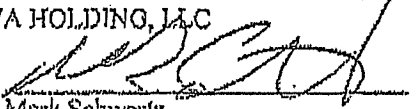
TLC10, LLC

By: 
Name: Chris Mayle
Title: President

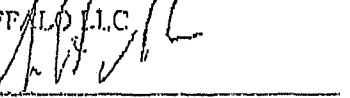
MDM555 I.L.C

By: 
Name: Joe Musko
Title: President

SCHWA HOLDING, LLC

By: 
Name: Mark Schwartz
Title: President

LITTLE BUFFALO I.L.C.

By: 
Name: Seth Sholes
Title: President

ROBERT TENDLER RPH, LLC

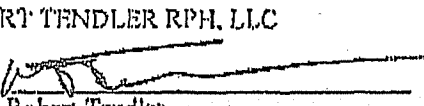
By: 
Name: Robert Tandler
Title: President

Exhibit 1

DEFINITIONS; CERTAIN RULES OF CONSTRUCTION

Certain capitalized terms are used in this Agreement with the specific meanings set forth below in this Exhibit 1. Except as otherwise explicitly specified to the contrary or unless the context clearly requires otherwise, (a) the capitalized term "Section" refers to sections of this Agreement, (b) the capitalized term "Exhibit" refers to exhibits to this Agreement, (c) references to a particular Section include all subsections thereof, (d) references to a particular statute or regulation include all rules and regulations thereunder and any successor statute, rules or regulations, in each case as from time to time in effect, and (e) references to a particular Person include such Person's successors and assigns to the extent not prohibited by this Agreement.

"Act" means the Connecticut Limited Liability Company Act as amended and in effect from time to time.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account, as of a specified time, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts that such Member is deemed obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and Treasury Regulations Section 1.704-2(i)(5); and

(b) debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" means with respect to any specified Person, (a) with respect to any natural Person, any trust created by such natural Person solely for the benefit of such natural Person for estate planning purposes or any Member of the Immediate Family of such natural Person, and (b) with respect to any other Person, any Person which directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such other Person; provided, however, that (i) neither the Company nor any Company Subsidiary will be deemed an Affiliate of a Member or Manager and (ii) neither a Member nor a Manager nor any of their respective Affiliates will be deemed an Affiliate of the Company or any Company Subsidiary; provided, further, each Manager will be considered an Affiliate of the Member appointing such Manager.

"Agreement" means this Limited Liability Company Agreement of the Company, as amended from time to time.

"Approved Company Sale" is defined in Section 11.5.

"Asset Value" of any property of the Company shall mean its adjusted basis for federal income tax purposes unless:

(a) the property was accepted by the Company as a contribution to capital at a value different from its adjusted basis, in which event the initial Asset Value for such property shall mean the gross Fair Value of the property agreed to by the Company and the contributing Member; or

(b) as a consequence of the issuance of additional Units or the redemption of all or part of the Interest of a Member, the property of the Company is revalued in accordance with Section 4.2.

As of any date references to the "then prevailing Asset Value" of any property shall mean the Asset Value last determined for such property less the depreciation, amortization and cost recovery deductions taken into account in computing Net Profit or Net Loss in fiscal periods subsequent to such prior determination date.

"Assumed Tax Rate" means forty one percent (41%).

"Board" is defined in Section 7.1(a).

"Bona Fide Offer" means a legally enforceable offer in writing, made and signed by a third party who is financially capable of carrying out the terms of such Bona Fide Offer.

"Business Day" means any day, except a Saturday, Sunday or other day on which commercial banking institutions in the State of Connecticut are authorized or directed by law or executive order to close.

"Business Purpose" is defined in Section 2.5.

"Capital Account" means the capital account established and maintained for each Member pursuant to Section 4.1.

"Capital Contribution" means, with respect to any Member, the sum of (i) the amount of money contributed to the Company with respect to the Interest held by such Member pursuant to this Agreement and (ii) the stated value as of the time of contribution of any non-cash contribution to the Company with respect to the Interest held by such Member pursuant to this Agreement.

"Cause Event" means, with respect to a Member (which for purposes hereof shall include any individual who is an Affiliate of such Member), any of the following events (the occurrence of which shall be determined by the Board in its sole discretion):

(a) the commission of embezzlement or fraud on the Company or any of its Affiliates by such Member;

"Control" means, when used with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interest, by contract or otherwise; and the terms "Controlling" and "Controlled" have the meanings correlative to the foregoing.

"Convertible Securities" means any evidence of indebtedness or other securities (other than Options and warrants) which are directly or indirectly convertible into or exchangeable or exercisable for Units.

"Deemed Liquidity Event" means a Company Sale, refinancing or a liquidation in accordance with Section 12.

"Determination Date" is defined in Section 11.7(a)(1).

"Distribution" means cash or property (net of liabilities assumed or to which the property is subject) distributed to a Member in respect of the Member's Interest and does not include advisory fees, compensation or expense reimbursements paid to a holder of Units or its, his or her Affiliates.

"Equity Interests" means (a) any share, depositary receipt or other certificate representing any share, membership or other percentage interest, unit of participation or other equivalent (however designated) of an equity interest in any Person, and (b) any options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other contractual obligations that would entitle the holder thereof to any share in the equity, profit, earnings, gains, losses, revenues or cash flows of such Person or any stock appreciation, phantom stock, profit participation or similar rights and other contractual obligations similar to such Equity Interests.

"Excess Subject Securities" is defined in Section 3.6(b).

"Excess Subject Securities Notice" is defined in Section 3.6(b).

"Fair Value" shall mean, as applied to assets, the fair market value of such assets as determined in good faith by the Board.

"Fiscal Year" means the fiscal year of the Company, which shall be the calendar year, or such other fiscal year as determined by the Board.

"Indemnified Persons" is defined in Section 13.1.

"Installment Method" is defined in Section 11.7(a)(3).

"Interest" means, with respect to any Member as of any time, such Member's limited liability company interest in the Company, which includes the number of Units such Member holds and such Member's Capital Account balance.

"Interim Distribution" is defined in Section 5.1(b).

"Issuance" is defined in Section 3.6.

"Law" means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order issued or promulgated by any national, supranational, state, federal, provincial, local or municipal government or any administrative or regulatory body (including the Commission) with authority therefrom with jurisdiction over the Company or any Member.

"Liquidating Distributions" is defined in Section 5.1(c).

"Manager" or "Managers" is defined in Section 7.1(a).

"Members" is defined in the Preamble.

"Member's Cumulative Tax Liability" is defined in Section 5.1(a).

"Member of the Immediate Family" means, with respect to any Member who is an individual, such individual's spouse, parents, brothers, sisters, children (natural or adopted), stepchildren and grandchildren, but not other members of the individual's extended family.

"Options" means any options to subscribe for, purchase or otherwise directly acquire Units.

"Other Members" is defined in Section 11.6(a).

"Participating Buyer" is defined in Section 3.6(b).

"Participation Commitment" is defined in Section 3.6(b).

"Participating Member" is defined in Section 11.6(a).

"Participation Notice" is defined in Section 3.6(a).

"Participation Portion" is defined in Section 3.6(a)(i).

"Percentage Interest" means a Member's ownership interest in the Company by virtue of the number of Units owned by such Member expressed as a percentage of the total number of Units outstanding. Upon the issuance of additional Units or the valid Transfer of any outstanding Units, the Percentage Interest of each Member shall be recalculated.

"Permitted Transferee" is defined in Section 11.3.

"Person" means an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership, unincorporated entity of any kind, governmental entity, or any other legal entity.

"Prospective Subscriber" is defined in Section 3.6(a)(i).

"Registered Notice" means a written notice sent by (i) registered or certified mail, return receipt requested, and first-class postage prepaid or (ii) a nationally-recognized overnight delivery service; and such Registered Notice shall contain a true and complete copy of the Bona Fide Offer, setting forth the price and all terms and conditions, with the name, address and

(b) misappropriation of the funds or assets of the Company or any of its Affiliates by such Member;

(c) such Member's conviction of, or plea of guilty or nolo contendere to, a felony, or a misdemeanor involving fraud, financial dishonesty or moral turpitude;

(d) abuse by such Member of a controlled substance or alcohol resulting in a pattern of behavior disruptive to the business operations of the Company or its Affiliates;

(e) any material breach by such Member of any provision contained in this Agreement;

(f) any gross negligence, recklessness or willful misconduct that has a material adverse effect upon the Company's or any of its Affiliates' financial condition, results or operations, reputation, business or prospects or any of its material assets, properties or rights (whether tangible or intangible); or

(g) any action or omission by such Member, or the occurrence of any event or change of status related to such Member, that has or could reasonably be expected to have an adverse effect upon the Company's or any of its Affiliates' ability to obtain or maintain any regulatory approvals, licenses or permits necessary for the business and operation of the Company or any such Affiliate.

"Certificate" means the Articles of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Connecticut Secretary of State pursuant to the Act.

"Class" when used with reference to a Unit, shall mean the Class of Units of which such Unit is a part.

"Class A Common Unit" shall have the meaning set forth in Section 3.2(a).

"Class P Common Unit" shall have the meaning set forth in Section 3.2(b).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commission" means the Securities and Exchange Commission.

"Company" is defined in the Preamble.

"Company Sale" means any transaction whether by sale of Equity Interests, sale of assets, merger, recapitalization, reorganization or otherwise, pursuant to which one or more Persons (other than one of the Members or any Affiliate of a Member) shall acquire, directly or indirectly, in excess of 50% of the Units or assets of the Company, in each case in a single transaction or series of related transactions.

"Company Subsidiary" means a direct or indirect subsidiary of the Company.

business or other occupation of the offeror. Any notice which does not contain all such requisite information shall not be considered a "Registered Notice" for the purposes hereof.

"Registration Statement" means a registration statement filed by the Company with the Commission for public offering and sale of securities of the Company.

"Regulations" means the Treasury regulations, including temporary regulations, promulgated under the Code.

"Repurchase Closing" is defined in Section 11.7(a)(3).

"Repurchase Option" is defined in Section 11.7.

"Repurchase Price" is defined in Section 11.7(a)(1).

"Restricted Unit Agreement" shall mean an agreement, in such form as determined by the Board, to be executed by any recipient of Class P Common Units as a condition to receiving such Units.

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Member" is defined in Section 11.7.

"Subject Securities" is defined in Section 3.6.

"Tag-Along Member" is defined in Section 11.6(a).

"Tag-Along Purchaser" is defined in Section 11.6(a).

"Tag-Along Right" is defined in Section 11.6(a).

"Tax Distribution" is defined in Section 5.1(a).

"Tax Matters Partner" is defined in Section 10.3.

"Tendler Member" is defined in Section 13.7.

"Transfer" means any sale, pledge, assignment, encumbrance or other transfer or disposition of any Units to any other Person, whether directly, indirectly, voluntarily, involuntarily, by operation of Law, pursuant to a merger, reorganization, consolidation, judicial process, through the transfer of an entity holding units, or otherwise, and, without limiting the generality of the foregoing, shall include any interspousal transfer incident to a dissolution of marriage.

"Treasury Regulations" means the regulations, including any temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (it being understood that all references herein to specific sections of the regulations shall be deemed also to refer to any corresponding provisions of succeeding regulations).

"Units" means each of the Class A Common Units, Class P Common Units, and any other Class of Units that are a measure of a Member's share of Net Profit and Net Loss of the Company as provided in Section 5; provided, that, for purposes of Section 11, Units shall also include Convertible Securities, Options and warrants.

Members

Member	Class A Common Units	Class P Common Units	Capital Contribution	Percentage Interest
Gare LLC	1,635	0	\$20,000	16.35%
Chalip, LLC	1,635	0	\$20,000	16.35%
TLC10, LLC	1,635	0	\$20,000	16.35%
MDM555 LLC	850	0	\$500,000 ¹	8.50%
Schwa Holding, LLC	1,635	0	\$20,000	16.35%
Little Buffalo LLC	1,635	0	\$20,000	16.35%
Robert Tendler RPh, LLC	0	975	\$0	9.75%
TOTAL	9,025	975	\$600,000	100.0%

¹ \$100,000 shall be contributed upon the execution of this Agreement and \$400,000 shall be contributed immediately following the receipt by the Company of a license or other legal authority in the State of Connecticut to sell marijuana for medicinal purposes pursuant to the regulations promulgated under Public Act 12-55 of the Connecticut General Statutes. The failure to make such additional contribution shall be a Cause Event.

Exhibit 7.1

BOARD OF MANAGERS

The Board of Managers shall initially consist of seven (7) Persons. Upon the effectiveness of this Agreement, the Board of Managers shall consist of the following:

Board of Managers
Marc Gare
David Lipton
Chris Mayle
Joe Musto
Mark Schwartz
Seth Sholes
Bob Tandler

**CONNECTICUT WELLNESS CENTERS, LLC
FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

This First Amended and Restated Limited Liability Company Agreement of CONNECTICUT WELLNESS CENTERS, LLC, a Connecticut limited liability company (the "Company"), amends and restates as of October 31, 2013 the Company's Limited Liability Company Agreement which was effective as of November 27, 2012 (the "Original LLC Agreement"), by and among:

- (i) Gare LLC ("Gare");
- (ii) Chalip, LLC ("Chalip");
- (iii) TLC10, LLC ("TLC");
- (iv) MDM555 LLC ("MDM");
- (v) Schwa Holding, LLC ("Schwa");
- (vi) Little Buffalo LLC ("Buffalo");
- (vii) Robert Tendler RPh, LLC ("Tendler")
- (viii) the Company; and
- (ix) such other Persons who from time to time become party hereto by executing this Agreement and are designated by the Board of Managers as "Other Members" (the "Other Members," and together with Gare, Chalip, TLC, MDM, Schwa, Buffalo and Tendler, the "Members").

RECITALS


WHEREAS, the Members have agreed to adjust the required capital contributions from the Members and have admitted two Other Members, Canna, LLC and Elaine Lonergan, both as owners of Class P Common Units, thereby changing Schedule 3.1 but in all other respects preserving, retaining and maintaining all of the terms and conditions contained in the Original LLC Agreement in full force and effect.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby mutually covenant and agree that Schedule 3.1 of the Original LLC Agreement is hereby deleted in its entirety and the attached Schedule 3.1 is substituted in its place and stead. In all other respects, the Original LLC Agreement remains unchanged. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

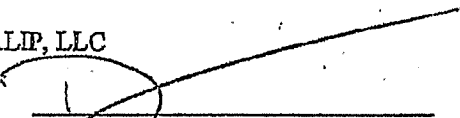
GARE LLC

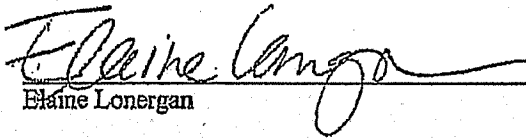
By: 
Name: Marc Gare
Title: President

CANNA, LLC

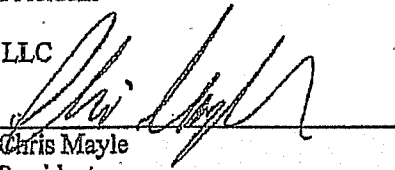
By: _____
Name: John Jay Czarkowski
Title: Managing Member

CHALIP, LLC

By: 
Name: David Lipton
Title: President


Elaine Lonergan

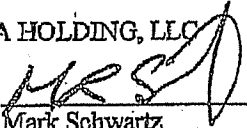
TLC10, LLC

By: 
Name: Chris Mayle
Title: President

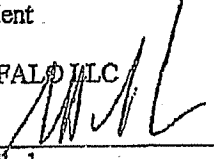
MDM555 LLC

By: _____
Name: Joe Musto
Title: President

SCHWA HOLDING, LLC

By: 
Name: Mark Schwartz
Title: President

LITTLE BUFFALO LLC

By: 
Name: Seth Sholes
Title: President

ROBERT TENDLER RPH, LLC

By: _____
Name: Robert Tendler
Title: President

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

GARE LLO

By: _____
Name: Marc Gare
Title: President

CANNA, LLC

By: _____
Name: John Jay Czarkowski
Title: Managing Member

CHALIP, LLC

By: _____
Name: David Lipton
Title: President

Elaine Lonergan

TLC10, LLC

By: _____
Name: Chris Mayle
Title: President

MDM556 LLC

By: _____
Name: Joe Musio
Title: President

SCHWA HOLDING, LLC

By: _____
Name: Mark Schwartz
Title: President

LITTLE BUFFALO LLC

By: _____
Name: Seth Sholes
Title: President

ROBERT TENDLER RPH, LLC

By: _____
Name: Robert Tendler
Title: President

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

GARE LLC

By: _____
Name: Marc Gare
Title: President

CANNA, LLC

By: 
Name: Brian Jay Czarkowski
Title: Managing Member

CHALIP, LLC

By: _____
Name: David Lipton
Title: President

Blaine Lonsigan

TLC10, LLC

By: _____
Name: Chris Mayle
Title: President

MDM555 LLC

By: _____
Name: Joe Musto
Title: President

SCHWA HOLDING, LLC

By: _____
Name: Mark Schwartz
Title: President

LITTLE BUFFALO LLC

By: _____
Name: Seth Sholes
Title: President

ROBERT TENDLER RPH, LLC

By: _____
Name: Robert Tandler
Title: President

SCHEDULE 3.1

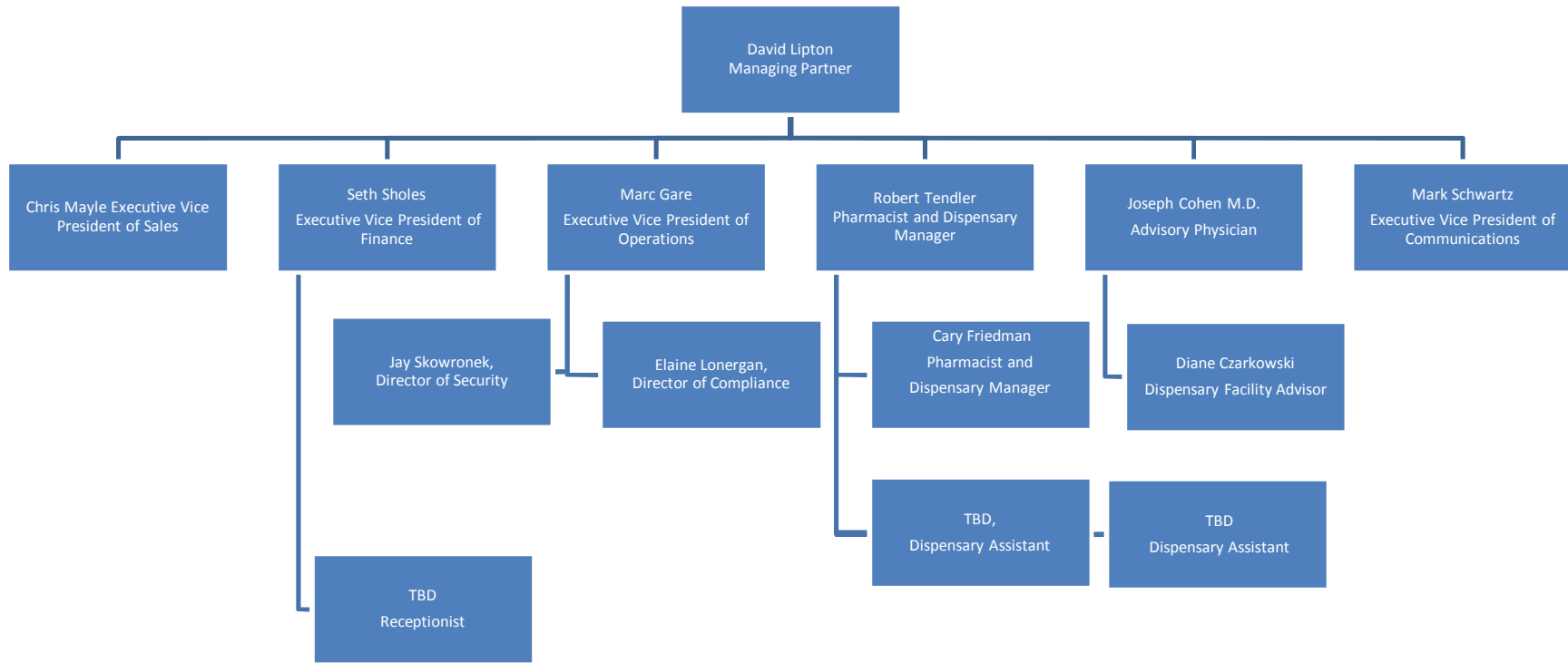
Members

Member	Class A Common Units	Class P Common Units	Capital Contribution	Percentage Interest
Gare LLC	1,620	0	\$30,000	16.20%
Chalip, LLC	1,620	0	\$30,000	16.20%
TLC10, LLC	1,620	0	\$30,000	16.20%
MDM555 LLC	850	0	\$250,000	8.50%
Schwa Holding, LLC	1,620	0	\$30,000	16.20%
Little Buffalo LLC	1,620	0	\$30,000	16.20%
Robert Tendler RPh, LLC	0	750	\$0	7.50%
Canna, LLC	0	200	\$0	2.00%
Elaine Lonergan	0	100	\$0	1.00%
TOTAL	8,950	1,050	\$400,000	100.0%

EXHIBIT E-2

**RESUMES, LETTERS OF RECOMMENDATION
ORGANIZATIONAL CHART**

Connecticut Wellness Centers Organization Chart



David Lipton

dlipton@summitcenters.com

I became an entrepreneur soon after finishing college as my preference, history, and talent lies in growing businesses. It has always been my experience. My father, my grandfather, and my mother opened the first abortion clinic in the United States in New York City in 1970 on 73rd and Lexington. My father also opened the first acupuncture business in Washington, DC in 1975. There is something essential to owning, operating, and growing businesses. My abilities lie in managing every aspect of business development from seeing a market potential, understanding marketing analysis, establishing a legal entity, compliance, regulatory practices, branding and positioning, marketing, financial management ... in essence, how to get a business from an idea to winning execution.

Here is an overview:

1994:

- Owner and manager of:
 - Two women's healthcare clinics located in Connecticut, *Summit Women's Center* and *Summit Medical Center*;
 - One clinic in Alabama, *Beacon Women's Center*;
 - One clinic in Georgia, *Summit Medical Associates*; and,
 - One clinic in Michigan, *Summit Women's Center of Detroit*.

1999:

- Successfully initiated a start up in the Lasik eye correction market going against large competitors (Lasik Plus, TLC Laser Vision, and Emory Vision). *Eyesight Laser Vision Centers, LLC*, had annual sales of 2.5 million until 2008 when, due to the crash, elective surgeries had a steep decline. I then merged this operation with a full scale ophthalmology group in 2009, *Eye First Vision & Laser*. This move kept this operation successful particularly as a result of a national advertising campaign of Lasik for \$499 per eye surgery.

2004:

- Following two years of aggressive pursuit to purchase *Birth Control Care Center* in Las Vegas with an unyielding seller, I decided to open up a new facility to compete with the two existing large facilities, *Birth Control Care Center* which had a revenue annually of approximately 2.5 million and *A-Z Women's Center*, which had an estimated annual revenue of 1.5 million. I opened *Summit Family Planning* in April 2004 and was showing

a profit within 6 months. At end of year one, revenues exceeded 1 million annually and two years later I eventually purchased *Birth Control Care Center*. Combined, the two clinics had annual revenue of 3.5 million. Eventually, in 2009, as the economic realities of a down market, I consolidated my Las Vegas clinics into one location.

2005:

- Purchased Las Vegas, Nevada competitor, *Family Planning Associates*.

2007:

- I bought out another competitor in Nevada, *Birth Control Care Center*.

2008:

- I purchased a clinic in Greensboro, North Carolina, *Piedmont Carolina Medical Clinic*.

2010:

- I purchased a clinic in Danbury, Connecticut, *Medical Options*, and merged it into my other 2 Connecticut clinics.

Summation:

I understand what it means to establish and make successful a business that has regulatory, political, and societal challenges. With my 19 years of owning and managing abortion clinics, I have faced a great deal of adverse political and social efforts and have continued to keep my businesses running successfully, whether through mergers or consolidations, even in the face of a declining market and heightened anti abortion regulations.

Medical Cannabis Industry – 2012 Connecticut

All of my entrepreneurial and management history overseeing the business entities detailed above has created a solid foundation to initiate a strong position for two businesses in the medical cannabis industry, *Connecticut Wellness Centers* and *Advanced Grow Labs*. My experience has taken our concept, in one year's time; from a group who knew nothing about medical cannabis to being considered an industry leader.

Mark N. Schwartz
8 Tower Dr.
Weston, CT. 06883
Mobile: (917) 992-4144
mnschwa@optonline.net

SUMMARY OF QUALIFICATIONS:

Twenty years of sales, marketing, and general management experience in the healthcare, apparel, and investment industry. Had successes in finding and cultivating new strategic partnerships throughout India and Europe. Excelled in entrepreneurial, team-oriented, and strategic positions.

EXPERIENCE:

Schwa Investment Group
Real Estate Management

Norwalk, CT
Nov. 2007-present

- Oversea management of residential properties in CT & MA
- Purchase and renovate apartments and homes in the CT & MA

Mediexpress, Inc.
V.P. of Sales and Marketing

Plainsboro, NJ
Feb. 2002-July 2007

- Developed and executed a new business model by aggressively going after customers via new pricing plans. This increased customer service response times and reduced company's transcription error rate to an industry leading 98% accuracy rate.
- Initiated the company's expansion program by broadening our healthcare services portfolio to include document management, billing and EMR (Electronic Medical Records).
- Expanded transcription customer base by over 38% within 3 years.

Alvarez & Marsal
Director of E-Commerce for Cluett American Group Division

New York, NY
July 1998-Dec. 2001

- Responsible for driving Cluett, Peabody & Co. and Great American Knitting Mill's Internet strategy for direct to consumer e-business.
- Consistently exceeded sales quota. Procuring \$825,000 of new direct revenue within the first 10 months.
- Worked with company's executives to design, implement and manage company's Internet strategy for arrowshirt.com, goldtoe.com & nysockexchange.com.
- Developed and executed Cluett International's Extranet for our overseas licensing partners.

New England Auto Brokers, Inc.
President and Co-founder

Norwalk, CT
March 1997-July 1998

- Owned and operated an auto consulting and group purchasing business; utilized by corporations, credit unions, municipalities, retail customers and Internet users.
- Responsible for developing neautobrokers.com for sales leads, as well as handling NEAB's strategic marketing/advertising and new business development.
- Company was profitable by fourth month; receiving 30% of its business via the world wide web.
- NEAB was sold to a private investor group in the Northeast.

The Norwalk Medical Group, P.C.
Assistant Business Office Manager

Norwalk, CT
Nov.1995-June 1996

- Assisted in preparation, administration, and correction of patient billing accounts and posting of daily receipts using IDX Group Practice Management System.
- Served as liaison with pharmaceutical and insurance companies, as well as third-party payers regarding claims reimbursement. Actively involved with patient communication follow-up to trouble shoot and resolve outstanding issues.

Clarion Marketing and Communication

Greenwich, CT

Assistant Account Executive

May 1995-Nov.1995

- Worked as part of a five member team, to coordinate sponsorship maximization programs at 1994 World Cup venues on the East and West Coast. Responsibilities included implementation of customer questionnaires, response incentives and promotional give-aways for Gillette International and Sprint Inc.
- Single point of contact for on-line inquires from regional Blockbuster Entertainment managers participating in the ADI Championships to promote Sega and Nintendo video games.

EDUCATION: Tel-Aviv University, International School of Business

Tel-Aviv, Israel

Graduate work with focus on strategic marketing, 1996-1997

Boston University, College of Communication

Boston, MA.

Bachelor of Science in Mass Communication, May 1995

Proctor Academy, 1988-1991

Andover, NH

ACTIVITIES: Boston University AdLab

Boston, MA

Account Supervisor

Sept. 1994-May 1995

- AdLab is a full service-advertising agency at Boston University, which serves non-profit organizations in New England. Based on prior performance and experience was appointed Account Supervisor by AdLab's faculty advisors.
- Responsible for interacting with clients and Account Executives on advertising strategy, budget and production. Gave final approval at every stage of development for all advertising campaigns under my supervision.

Boston University Annual Giving

Fall 1993-Spring 1995

Senior Challenge Committee member, in charge of advertising and marketing.

Boston University Ski Team

1991-1994

Extensive travel throughout Scandinavia, Europe, Africa, Middle East, Asia, Caribbean, Central America and North America.

LANGUAGES:

Working knowledge in Swedish.

SETH SHOLES

I grew up in Westport, Connecticut, graduating from Staples High School in 1978 and then Wesleyan University in 1982 with a B.A. in Government (International Politics).

At Wesleyan I captained the soccer team my senior year while also earning All-American Honors from the National Soccer Coaches Association of America. I mention this accomplishment 30 year later only because I have never lost my desire to compete, to be challenged, to lead, and to reach for excellence.

2011 - 2013:

Liquor Locker, Westport, Connecticut
Co-Owner

Twenty-seven year Wall Street career:

1996 - 2004 and 2007-2011: First New York Securities

Partner. Traded firm's capital. Domestic equities. International equities. Options. Financial futures. Gold, Oil, foreign currencies.

2005-2006: Royal Bank of Canada

Proprietary trader.

1996 - 2000: Swid Partners

Consulted and helped to start Hedge Fund with founder Stephen Swid. Long Short investing strategy.

1990 - 1995: Gruntal & Co.

Proprietary Trader. Traded and invested the firm's capital.

1986 - 1990: Gruss & Co.

Family owned Risk Arbitrage firm. Was responsible for trading complex strategies in merger arbitrage.

1983 - 1986: Walsh Greenwood & Co.

Traded sophisticated option products. Creating synthetic calls and puts. Reversal and conversion positions.

Summation

If Wall Street gave me the financial tools to navigate in a stressful business environment then moving a Liquor store for my uncle after 44 years in one location and becoming his partner has given me valuable experience in working with The State Of Connecticut Department Of Consumer Protection Liquor Control Division. Through the process I successfully completed a Removal Application with placard and newspaper announcements. I dealt with Planning and Zoning the Building Department and again with Liquor Control to complete the Transfer of Interest Application. All were done successfully.

Finally this is my third year coaching High School J.V. Soccer. There is really nothing I love more than coaching for these 2 months every year. I have thought that the stigma of the Marijuana business might not be looked on favorably for a coach. However, the more I see the way the commission is handling the process the more comfortable I am with what we are trying to accomplish.

CHRIS MAYLE

61 Silliman Street • Fairfield, Connecticut 06824 • 203.505.5739 • cgmamilman@yahoo.com

Overview:

Born and educated in London, England until the 6th grade, my family moved to Westport, Connecticut where I attended Greens Farms Academy. Upon graduation I attended the University of Vermont, gaining my BA in 1989. I was naturalized in 2007. I am currently a resident of Fairfield, Connecticut, where I live with my wife and 3 children.

Work History:

April 2007 to Present - Perry Pools and Spas

Vice-President of Operations and Partner

Oversee all aspects of service, construction, and sales for the company.

CT DCP License # PLM.0285767-SP1

CT DCP License # SPB.0000037

Nokia: March 1995 to April 2007

During this period of time I held a number of roles within the company which include, chronologically:

Sales Representative:

Manage direct carrier sales in New York metropolitan region for Nokia/Verizon.

District Manager:

Manage Sales Representatives across the Northeast region, Maine to Washington DC. Forecast demand for our products, create sell through programs tailored to specific markets.

Regional Manager:

Manage District Managers and sales, marketing and forecasting activity for the Eastern USA.

National Sales Director:

Manage all sales, forecasting, National/Regional marketing programs, road mapping of new products from conception through sales, and contract negotiations with Verizon Wireless. Annual sales in excess of \$250 million.

National Accessory Sales Director:

Manage all sales, marketing, Road-mapping of new accessory products, and contract negotiations with Verizon Wireless for Nokia branded Accessories.

National Director of Logistics for Verizon Wireless:

Manage all phases of product creation to mirror forecasted sales demand across multiple time zones to exceed customer expectations. Ensure the correct hardware, was loaded with the correct software, and packaged and labeled according to very specific guidelines. Ensure finished product is shipped on time according to contract guidelines. Worked on a cross functional team including: SW Engineers from San Diego, packaging specialists in Dallas, Texas, manufacturing representatives in Ft Worth, TX, Seoul, Korea, and Reynosa, Mexico. Packaged and shipped over one million handsets annually.

National Director of Reverse Logistics for Verizon Wireless:

Manage the repairs of all Nokia branded phones for Verizon wireless. Created and managed a centralized returns system to bring defective units back to Nokia for testing, repair or refurbishment. Return quality tested units to Verizon for future use in the program.

June 1991- April 1995

Metro Mobile/Bell Atlantic Mobile

Direct consumer Sales representative of Cellular phones and service

February 1990-June 1991

Carol Wright Sales

Product planner for mail order catalog business

John J. Czarkowski

2525 Arapahoe Avenue Suite E4-325
Boulder, CO 80302

303-618-8243
jay@thinkcanna.com

OVERVIEW

Jay is a licensed general contractor with previous experience in real estate development and investing. He is Managing Partner of Canna Advisors, a national cannabis industry consulting firm focusing on the design, build, and start-up operations of medical cannabis facilities.

Areas of expertise include:

Legal and regulatory compliance
Design and build-out of facilities
Complex environmental controls
Local municipality approval
Financial stability assessment

Commercial cultivation
Human capital management
Business development
Best of breed business solutions
National industry networking

EXPERIENCE

2012- Present

Founder/Partner

Canna, LLC. dba Canna Advisors

Established Canna as a way to share industry knowledge and bring about best practices on a national level. Canna Advisors assists businesses in emergent, regulated medical marijuana states and countries from pre-license business development through to established operations by using best practices in commercial cultivation and dispensary operations.

Key Achievements

- An industry expert in designing and building commercial-scale cultivation facilities
- Achieved local municipal approvals by representing clients who are responsible business owners and educating regulators about the industry
- Helped clients achieve strong business profile by identifying weak areas and using industry resources to resolve them
- Completed ground-breaking research in LED lighting specific to cannabis cultivation
- Frequent national speaker at cannabis industry events sponsored by national firms such as the National Cannabis Industry Association and MMJ Business Daily

2009 – 2012

Founder/Owner

Boulder Kind Care, LLC.

Built one of the most successful medical marijuana businesses in Colorado. The business included a store front and 22,000 square foot grow operation. The company grew to \$2.4M in sales and 20 employees.

Pioneered many facets of the business including: patient acquisition and retention; product development; human resources; technology; marketing/branding; financials; vendor management; and, state/local compliance. Was and continues to be heavily involved in the local business and residential communities, participating actively in local events and outreach.

John J. Czarkowski

2525 Arapahoe Avenue Suite E4-325
Boulder, CO 80302

303-618-8243
jav@thinkcanna.com

Key Achievements

- Consistently produced pharmaceutical grade cannabis to supply Boulder Kind Care with 100% of its own product while also producing enough to wholesale to other dispensaries in accordance with state and local regulations
- Provided investors with steady profit distributions beginning in the 2nd year of business
- One of the first businesses in the state of Colorado and the city of Boulder to receive MMC and OPC licenses respectively
- Business consistently recognized as a leader in Colorado, winning several awards such as: *Best of Boulder 2010-2012* and *BoCo Gold Award 2011*
- Earned respect of the state regulatory agency and local municipalities as a legitimate business
- Embraced by the medical and law enforcement community as an honest and reliable resource

2001 – 2009

Founder/Owner

Construction Design Group, LLC.

A dynamic real estate development firm that designed and built affordable, multi-family homes, luxury mountain properties, and commercial/recreational facilities in Colorado.

Key Achievements

- Grew sales from \$300,000 to \$5 Million annually
- Guided company in new directions based on marketability of projects
- Expanded business from the Greater Denver area to Steamboat Springs, Colorado
- Successfully licensed business in a heavily regimented award program run by the city of Denver

1991 – 2001

Sales Executive

Various Top-Rated Software Companies

Successful software sales career in business-critical application sales involving executive-level engagement, presentation, commitment and implementation.

Formal Education:

1997 Bachelors of Science degree in Electrical Engineering from Norwich University, Northfield, Vermont

Affiliations

- Founding Member, Sustaining Member of National Cannabis Industry Association
- Life-time Member of the ArcView Investor Group
- Member of Americans For Safe Access
- Licensed by the State of Colorado as a Key Employee/Owner in the Medical Marijuana Industry

Marc Gare
31 Bridge Road
Weston, CT 06883

Professional:

Perry Pools and Spas, Norwalk Connecticut: 1994-Current.

In 1994 I purchased and merged 2 pool companies together: Perry Pools and Spas and Personal Pool Care. The company has grown from a cleaning service into a premier pool construction and service company. Currently Perry Pools and Spas employees a staff of 12.

Personal Pool Care, Weston Connecticut: 1988-1994.

Started pool cleaning business during his early college years, Personal Pool Care formed in 1988 as a summer business cleaning pools, employed 2 others plus self.

Started his entrepreneurial endeavors as a High Schooler, Started first company as a 16 year old summer business washing windows-ran 3 crews.

Personal:

1992-2009 Contributed in the startup and development of the JUMP program in NYC (a nonprofit mentoring program for inner city under privileged children on the lower east side of Manhattan, sponsored by the Grand Street Settlement House). As a volunteer and mentor, I helped run the program and was instrumental in the fundraising to assist in its expansion.

Currently Sits on Board of Governors of the Weston Field Club.

Education:

Avon Old Farms School (4 year boarding student-private school In Avon CT). Managed Varsity Baseball team for 3 years.

BA from Ithaca College 1990.

Joseph (Jay) Skowronek
3 Glen Circle
North Branford, Connecticut 06471
Phone: 203/488-8692 Cell: 203/868-2134
email: jay.skowronek@yahoo.com

Personal data and education:

- Native of Northampton, Massachusetts
- Graduate of Northampton High School, Northampton, Massachusetts
- Graduate of the University of Massachusetts, Amherst, Massachusetts (Pre-veterinary Science major; Marketing minor)
- Graduate of the United States Air Force's Intensive Russian Language Program, Indiana University, Bloomington, Indiana

Military service:

- United States Air Force Security Service, February 1967-February 1971
- Following basic training after an investigation of my personal background, I obtained a Top Secret Cryptographic security clearance and attended a 15-month Intensive Russian Language program at Indiana University, Bloomington, Indiana, earning 24 semester hours in Russian
- Upon completion of the Russian language program at IU and further security/operations training at Goodfellow Air Force Base in San Angelo, Texas, I was assigned to the U.S.A.F. Air Station in Peshawar, West Pakistan and worked there as a Radio Intercept Operator/Russian Linguist for 15-months
- Following my tour of duty in Pakistan, I was assigned to the National Security Agency at Fort George G. Meade, Maryland. Upon arrival at N.S.A. I worked in a TDY (temporary duty) capacity as an assistant to the Deputy Director of the National Security Agency (DDIRNSA) and was eventually assigned to an intelligence processing department there

Business background and experience:

- Since my discharge from military service in 1971, I have worked primarily in the electronic protection industry in the following capacities:
 - 1971-1976 Commercial Sales Representative, American District Telegraph Co. (ADT)
 - 1976-1986 National Accounts Manager, ADT Security Systems, Inc.
 - 1986-1996 Senior National Accounts Manager, ADT Security Systems, Inc.*
 - 1996-1998 Business Development Manager, Comsec Narragansett Security, Inc.**
 - 1998-2000 Building Systems Sales Representative, Simplex Time Recorder Company
 - 01/2000-07/2000 Account Executive, Honeywell, Inc.***
 - 08/2000-06/2003 (no title) ACP Engineering, Inc.
 - 07/2003-10/2004 Fire and Security Sales Engineer, Select Energy Contracting, Inc.****
 - 12/2004-01/2006 Facilities Specialist, ASE Group, Inc.
 - 02/2006-06/2006 Independent Contractor, Maintenance Engineering, Ltd.)
 - 06/2006-12/2007 Business Development Manager, Arga Personalized Document Solutions, Inc.)
 - 01/2008-08/2008 Systems Integration Consultant, Stanley Convergent Security Solutions, Inc.
 - 09/2009-present Commercial Account Executive—ADT Security Services/Tyco Integrated Security

NOTES: * ADT was purchased by the Hawley Group
** Comsec Narragansett Security was purchased by Protection One
*** Honeywell closed its Fire and Security Solutions Group following purchases of ADI and numerous manufacturers of equipment for the electronic protection industry

**** Northeast Utilities closed its Select Energy Contracting division because of poor profitability

Business skills:

- Strong organizational and communications skills
- Proven abilities in developing sales leads, initiating business contacts, qualifying prospects, assessing electronic and physical protection needs and then designing, proposing and selling sometimes complex systems and services that address those needs
- Responsible for establishing and building strong business relationships with Connecticut-based corporations, state agencies and area colleges and universities
- 40+ years of successful and practical sales and marketing experience
- Experienced sales professional, well-suited for technical sales, sales management or key management positions

Elaine Lonergan

1 Janson Drive Westport, CT 06880 203.434.4804 elainelonergan@yahoo.com

OVERVIEW

A well-rounded and diversified marketing and communications professional skilled in multi-tasking project management. My goal is to thoughtfully and creatively provide exceptional results.

CAREER HISTORY

BERSIN & ASSOCIATES, 2007 - 2011

Assistant to the Vice President of Marketing
Event Coordinator & Marketing Assistant

- Organized all off site events as assistant to the VP of Marketing
- 9-month organizational coordination for annual 3 day research conference for all vendors (30), speakers (75), Attendees (350) and staff (25)
- Sold vendor sponsorships in association with staff Account Executives
- Arranged and coordinated all speaker contributors for panels and presentations
- Was on-site manager of the conference
- Created and oversaw extensive production of print materials, including conference brochure, online agenda and details including all company vendor and speaker bios, as well as the on site printed matter (signage, vendor materials, etc.)
- Secured and facilitated meeting, break out, and reception space including all AV requirements and entertainment
- Organized and arranged all aspects of Demo Center for vendor sponsors
- Work in SalesForce, company intranet, PowerPoint, Word, Excel, etc.

W J FANTASY, 1992 - 2007

Creative Director/Production Director

- Originated annual new product concepts while also expanding on extant successful formats, that included board books, picture books, 3-D toy packages, building blocks, toy/book packages
- Designed all aspects of product from storyboard layout thru to and including final packaging
- Created and designed product with all customers and coordinated product design with their staff
- Secured and managed all freelance artists, designers, and editorial staff
- Supervised all aspects of graphic and mechanical design
- Coordinated film production from graphic design through proofs and final films
- As Production Director, managed all levels of production from dummy-design, created specifications for production, through to final product approval while having adhered to strict budgets
- Manage production of over 150 titles in print
- Reduced production expenses by 65%
- Extensive experience in all phases of production, working with color separation houses in Singapore 45xand Hong Kong
- Production management from original product design and specification through to pricing and all print approvals throughout Hong Kong and China

HOWARD INTERNATIONAL, 1990 - 1995

Advertising/Product Positioning Writer

- Developed and wrote a concepts for new and existing products for Fortune 500 companies including Kellogg's (new cereal brand), Pillsbury (led to "Grands"), MasterCard (created concepts and rationale), Phillip Morris (new cigarette brand), Dow Chemical, General Foods, Bausch & Lomb, Planters, and others
- Developed concept positioning statements
- Trend analysis, product positioning leading to bi-coastal focus groups
- Created over 500 concepts for new products
- Developed an historical product positioning analysis of major success streams

JOSHUA MORRIS PUBLISHING, 1983 - 1990

Publisher, Wishing Well Books

- As Publisher, managed a 4M division of a mass market children's book list
- Responsible for new product development as well as repurposing either foreign market materials or extant house art
- Assisted in directing all freelance artists and writers
- Created editorial for over 50 titles
- Managed all production for design and film creation
- Handled all foreign production in Europe and Asia from dummy to final printed matter
- Directed team of sales associates and oversaw all purchases
- Directed all incoming and outgoing shipments from the customs broker, warehouse, and distribution

EDUCATIONAL CREDENTIALS

Graduate School of English, 1981-82
Duke University, Durham, North Carolina

Awarded Bachelors Degree with Honors, 1981
Sarah Lawrence College, Bronxville, New York

REFERENCES

Upon Request



1331 N. 7th St.
Suite 225
Phoenix, AZ 85006
Phone 602.553.0440
Fax 602.462.5588
www.fparig.com

Paul A. Isaacson, MD

Eleanor Powell Stanley, MD

Diplomates of The American Board of Obstetrics and Gynecology

September 4, 2013

To whom it may concern:

This letter serves as a personal and business recommendation for David Lipton. I understand he is petitioning the state of Connecticut to attain a license and operate a medical marijuana producer facility and also petitioning to attain the license for a dispensary (pharmacy for medical marijuana). I have worked with David as his business partner for 10 years.

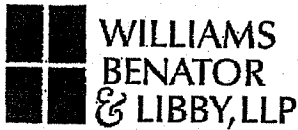
David and I began our relationship in 2003 when we first met and opened a new business in Las Vegas, Summit Family Planning. David has handled all business matters for our company since then and I have complete trust in David to do so and have never had reason or pause in questioning his judgment. While working with David, we have purchased other businesses and made them profitable and successfully worked through a rigorous licensing process because of new laws enacted in Nevada.

When thinking through this letter I came up with three adjectives that I believe best describe David: thorough, ethical, sound. This letter caused me to reflect on something my own parent once shared about trust and the good sense to know whom to trust. I trust David Lipton implicitly and am sure he will create two very tight and successful facilities in Connecticut.

Regards,

A handwritten signature in black ink, appearing to read 'Paul A. Isaacson', written over a horizontal line.

Paul A. Isaacson, MD



CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

August 29, 2013

To whom it may concern:

I would like to recommend David Lipton as a candidate as part of his application to obtain a license to own a medical marijuana grow and production facility in the state of Connecticut. I have had a working relationship with David as his personal CPA and the CPA for his various businesses for over 20 years during which time I have advised him on the financial management of all of his companies and helped oversee his development of a number of start-up companies including many health-care related companies.

I have taken the time to prepare this recommendation letter because having known David for as long as I have, I know he will not only follow the laws and regulations defined by the state but he will augment them. David knows that to succeed in business you need to be the best in the field which means having solid policies and procedures in place along with a well trained staff.

David's cash management skills are commendable and I often find that he has come to the best conclusion prior to my input. David has unyielding energy, is driven to take on complex problems that require creative solutions, while guiding staff, clients, and customers through the entire process, on time and on budget.

Mostly what I would add here is that David leads by example and that example accepts no compromises.

If further information is needed, please feel free to contact me.

Very truly yours,

WILLIAMS BENATOR & LIBBY, LLP

A handwritten signature in black ink, appearing to read 'Bruce V. Benator', is written over a horizontal line.

Bruce V. Benator

BVB:rp

1040 Crown Pointe Parkway, NE | Suite 400 | Atlanta, GA 30338

☎ 770.512.0500 | ☎ 770.512.0200 | www.wblcpa.com

Member of American Institute of Certified Public Accountants and Russell Bedford International

Stephen J. Drahos

Attorney at Law (US)

August 30, 2013

To Whom It May Concern

Re: Letter of Recommendation/David Lipton

Dear Sir/Madam,

I am writing this letter on behalf of David Lipton and his two (2) new start-up companies, Connecticut Wellness Centers, LLC. and Advanced Grow Labs, LLC.

As general corporate counsel, I have worked for the Lipton family and several of their companies since the 1980s. At first, I dealt primarily with his father but over time commencing in the late 1990s I have worked intimately with David Lipton as he successfully took over the family business.

In the many years I have worked together with David Lipton, he has at all times demonstrated a high level of honesty and character in his business dealings involving his companies and personnel. He is very forthright and transparent. Indeed, these characteristics have served him well with the many different business partners he has successfully worked with over the years.

In summary, I have no reservations whatsoever in recommending David Lipton on any new business ventures and I am sure he shall succeed on many levels given the chance and opportunity.

Sincerely,
The Law Office of Stephen J. Drahos

Stephen J. Drahos

Canada Office	United States Office
311 Main Street	255 Howard Street NE, Suite A
Wolfville, Nova Scotia B4P 1C7	Atlanta, Georgia 30317
☐☐902.670.5966	404.729.6020 ☐
☐902.704.0057	902.704.0057 ☐
drahos@mindspring.com	



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Fax 602.462.5588
www.fpamg.com

Paul A. Isaacson, MD

Eleanor Powell Stanley, MD

Diplomates of The American Board of Obstetrics and Gynecology

September 4, 2013

To whom it may concern:

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Regards,

Paul A. Isaacson, MD

Keith Allison
121 E. Becks Blvd.
Ringoos, NJ
908-304-4602

Connecticut Department of Consumer Protection
165 Capitol Avenue, Hartford, CT 061106

Re: Chris Mayle VP of Operations and Logistics

To Whom It May Concern:

I have had the pleasure of knowing Chris Mayle for over twelve years. We worked together at Nokia Mobile Phones where we were experiencing hyper growth. During the years we were at Nokia, I knew Chris in many capacities. He was responsible for managing the forward and reverse logistics of our account, sales, forecasting production, monitoring sell through, and resolving product quality issues.

Chris's responsibilities while at Nokia grew as we were working on a major carrier account with the most stringent A1/A2 product guidelines in the industry. Chris was the person who was called on to align our products to Verizon Wireless's product requirements. Through Chris's efforts we were able to launch and maintain multiple products successfully.

Chris is an intelligent, capable, dedicated person. He is always quick with thoughtful solutions to issues with sensible reactions in all the circumstances. I've seen him operate effectively in hyper growth environments like the mobile phone industry has experienced. I feel confident in saying that he is capable of handling any situation with thoughtfulness and maturity as VP of Operations and Logistics.

Sincerely,

Keith Allison



**Grand
SETTLEMENT**

80 Pitt Street
New York, NY 10002

tel 212-674-1740

fax 212-529-6760

grandsettlement.org

October 8, 2013

To Whom it May Concern:

I am a long time member of the Board of Directors of Grand Street Settlement House on the Lower East Side and currently serve on its Executive Committee. I am writing this letter on behalf Marc Gare and can specifically attest to his longtime service as a mentor and leader of the volunteer mentoring program known as JUMP!

When I graduated college, I cofounded JUMP! which has been based at Grand Street Settlement since 1992. The program matches children who participate in after-school programs at Grand Street Settlement with young adults who serve as needed role models. Each month during the school year, the mentors plan educational and recreational field trips for the JUMP! group to participate in. The program creates long-standing relationships between the mentors and the Grand Street Settlement youth and permits these children to have educational and recreational experiences outside of their community.

Marc was one of the volunteers who did the work that got JUMP! off the ground and paved the way for JUMP! to have mentored thousands of lower east side youth. Marc not only served as a mentor for over 15 years but he also helped to organize the monthly trips. Starting a mentoring program is akin to starting a business in that the rewards are not instant. Marc stuck with the program and helped it to withstand its growing pains and I am proud to say that because of his hard work and persistence, the program is now known as one of the most successful mentoring programs in New York City. Also importantly, Marc was always a true role model for the JUMP! kids who would listen intently as he shared his experiences and path to success.

I think that for any project Marc takes on, he gives everything he has to make it a success. As Marc has used his intelligence and energies to help make JUMP! the successful program it is today, I believe that he will do the same for his new business. Importantly, everything Marc does he does with integrity and honesty.

Please let me know if you need any further information regarding Marc Gare.

Sincerely,

Alex Gardner

38 LADDER HILL ROAD, SOUTH

WESTON, CONNECTICUT 06483

TELEPHONE 227-8487



September 20, 2013

To whom it may concern:

I have the privilege of knowing Mr. Marc Gare as well as his family and have had the pleasure of having business dealings with him.

You could not find a more honest, principled, devoted, ethical moral set of individuals than the Gare family. There are numerous occasions that the Gare family has generously helped me with advice, support and even physically coming to help me accomplish something.

These values carry over to Mr. Gare's business, Perry Pools, as well. Mr. Gare and I both serve on a Board of Governors at the Weston Field Club. Together we have worked together for over a year on plastering the Club's pool and rebuilding its filtration system.

I have correspondence with Mr. Gare at least 3 times a week in the planning stages and afterwards regarding chemical readings and other situations with the pool. Mr. Gare has always answered my emails and returned my phone calls promptly. He has rearranged his personal schedule more than once to show up in person and has sent his team out here on a moment's notice countless times. His crew is knowledgeable, polite, and as professional as both Mr. Gare and his partner.

In my capacity as WFC's GM/COO I probably deal with 100 companies and I certainly deal with hundreds of members and their families. Without a moment's hesitation I can assure you that the Gare family is the most pleasurable, reasonable and authentic families I deal with. I can also assure you without a doubt that Perry Pools far and away surpasses every other company I deal with as it pertains to honesty, reliability and professionalism.

I would highly recommend Mr. Gare for any position he is applying for and I would equally suggest that if you are considering getting involved in a business venture with him that you do so, you will not find a better person. Mr. Gare is very gifted when it comes to working with people and knowing exactly what it is he is talking about. Mr. Gare will be successful in whatever endeavor he is committed to and is a man of high integrity and moral fiber.

I would be more than happy to discuss this with you further so please do not hesitate to call me at your convenience.

A handwritten signature in black ink, appearing to read "Jeffrey D. Champion", with a long horizontal line extending to the right.

Jeffrey D. Champion
General Manager/Chief Operating Officer
Weston Field Club
203-227-8487
wfclubgm@optimum.net



September 4, 2013

To whom it may concern:

This letter serves as a personal recommendation for Diane and Jay Czarkowski. I understand they are members of two businesses in Connecticut that will be applying for a medical marijuana cultivation license and a dispensary license (pharmacy for medical marijuana).

I first met Diane and Jay at their medical marijuana dispensary called Boulder Kind Care, in Boulder, Colorado. Boulder Kind Care was one of the first businesses in Colorado to secure their state and local licenses. They quickly achieved accolades for their patient services, responsible business practices and active community outreach. They became founding members of the National Cannabis Industry Association (NCIA), the national industry organization representing responsible and legitimate cannabis businesses that I co-founded in 2010.

Today, Diane and Jay are active, high-level members of NCIA. Diane has traveled to Washington, DC to participate in our lobby days, she has been a chair in several fundraising events we have hosted and has helped to publish industry information that has been used to educate and inform others about the impact legally regulated medical cannabis businesses have on local economies.

I have no doubt that that Diane and Jay Czarkowski are going to do everything they can to ensure their Connecticut medical cannabis business is a law-abiding, responsible and professional organization; one that will serve the patients of Connecticut with care, safety and education and benefit the community as a whole.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Smith', followed by a horizontal flourish.

Aaron Smith, Executive Director
National Cannabis Industry Association

To whom it may concern

This letter serves as a personal and business recommendation for Diane and Jay Czarkowski, who are applying for a cultivation and dispensary license in Connecticut. I met both Diane and Jay early in the cannabis industry movement. We had a common belief – that the businesses would need to have very comprehensive software in order to safely keep track of patient information, inventory and a way to produce a “paper trail” of the medical marijuana throughout the entire handling of the herb.

My company, MJ Freeway, was founded in 2009 to create a business software platform built specifically for the medical marijuana industry. We wanted to give cannabis business owners the tools and information they needed to operate successful and sustainable businesses and to comply with state and local regulations. Because of Diane and Jay’s software background, we enlisted their advice to create our software offering. We were able to use their real life experience running Boulder Kind Care to incorporate key features into our offering. Boulder Kind Care was a model for both strict compliance and sound business operations. That provided key guidance to us both in our pre-release development phase, and after launch when Boulder Kind Care was using MJ Freeway in day-to-day operations. Their early guidance helped shape our path. Currently, we have hundreds of clients in 12 states, the District of Columbia, Canada and Europe.

It is because of Diane and Jay’s unwavering dedication to running a professional, compliant cannabis business that I feel so strongly that they would be the perfect candidates to represent the first cannabis business to open in Connecticut. I have no doubt that any organization that they are involved in will be the model for which Connecticut would want other businesses to follow; one with integrity, credibility, professionalism and compassionate care for their patients.

Sincerely,



Amy A. Poinsett
CEO, MJ Freeway

EXHIBIT E-3

ELAINE LONERGAN RESUME

Elaine Lonergan

1 Janson Drive Westport, CT 06880 203.434.4804 elainelonergan@yahoo.com

OVERVIEW

A well-rounded and diversified marketing and communications professional skilled in multi-tasking project management. My goal is to thoughtfully and creatively provide exceptional results.

CAREER HISTORY

BERSIN & ASSOCIATES, 2007 - 2011

Assistant to the Vice President of Marketing
Event Coordinator & Marketing Assistant

- Organized all off site events as assistant to the VP of Marketing
- 9-month organizational coordination for annual 3 day research conference for all vendors (30), speakers (75), Attendees (350) and staff (25)
- Sold vendor sponsorships in association with staff Account Executives
- Arranged and coordinated all speaker contributors for panels and presentations
- Was on-site manager of the conference
- Created and oversaw extensive production of print materials, including conference brochure, online agenda and details including all company vendor and speaker bios, as well as the on site printed matter (signage, vendor materials, etc.)
- Secured and facilitated meeting, break out, and reception space including all AV requirements and entertainment
- Organized and arranged all aspects of Demo Center for vendor sponsors
- Work in SalesForce, company intranet, PowerPoint, Word, Excel, etc.

WJ FANTASY, 1992 - 2007

Creative Director/Production Director

- Originated annual new product concepts while also expanding on extant successful formats, that included board books, picture books, 3-D toy packages, building blocks, toy/book packages
- Designed all aspects of product from storyboard layout thru to and including final packaging
- Created and designed product with all customers and coordinated product design with their staff
- Secured and managed all freelance artists, designers, and editorial staff
- Supervised all aspects of graphic and mechanical design
- Coordinated film production from graphic design through proofs and final films
- As Production Director, managed all levels of production from dummy-design, created specifications for production, through to final product approval while having adhered to strict budgets
- Manage production of over 150 titles in print
- Reduced production expenses by 65%
- Extensive experience in all phases of production, working with color separation houses in Singapore 45xand Hong Kong
- Production management from original product design and specification through to pricing and all print approvals throughout Hong Kong and China

HOWARD INTERNATIONAL, 1990 - 1995

Advertising/Product Positioning Writer

- Developed and wrote a concepts for new and existing products for Fortune 500 companies including Kellogg's (new cereal brand), Pillsbury (led to "Grands"), MasterCard (created concepts and rationale), Phillip Morris (new cigarette brand), Dow Chemical, General Foods, Bausch & Lomb, Planters, and others
- Developed concept positioning statements
- Trend analysis, product positioning leading to bi-coastal focus groups
- Created over 500 concepts for new products
- Developed an historical product positioning analysis of major success streams

JOSHUA MORRIS PUBLISHING, 1983 - 1990

Publisher, Wishing Well Books

- As Publisher, managed a 4M division of a mass market children's book list
- Responsible for new product development as well as repurposing either foreign market materials or extant house art
- Assisted in directing all freelance artists and writers
- Created editorial for over 50 titles
- Managed all production for design and film creation
- Handled all foreign production in Europe and Asia from dummy to final printed matter
- Directed team of sales associates and oversaw all purchases
- Directed all incoming and outgoing shipments from the customs broker, warehouse, and distribution

EDUCATIONAL CREDENTIALS

Graduate School of English, 1981-82
Duke University, Durham, North Carolina

Awarded Bachelors Degree with Honors, 1981
Sarah Lawrence College, Bronxville, New York

REFERENCES

Upon Request

EXHIBIT E-6

AUDITED FINANCIAL STATEMENTS

CONNECTICUT WELLNESS CENTERS, LLC
(a Development Stage Company)

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2012

with

INDEPENDENT AUDITORS' REPORT

Audited Financial Statements

CONNECTICUT WELLNESS CENTERS, LLC
(a Development Stage Company)

December 31, 2012

Independent Auditors' Report.....	1
Balance Sheet.....	3
Statement of Operations.....	4
Statement of Members' Equity.....	5
Statement of Cash Flows.....	6
Notes to Financial Statements.....	7



WILLIAMS
BENATOR
& LIBBY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

INDEPENDENT AUDITORS' REPORT

Board of Managers and Members
Connecticut Wellness Centers, LLC
Fairfield, Connecticut

We have audited the accompanying financial statements of Connecticut Wellness Centers, LLC (a Development Stage Company) ("the Company") which comprise the balance sheet as of December 31, 2012, and the related statements of operations, members' equity, and cash flows for period from inception (June 20, 2012) through December 31, 2012, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Connecticut Wellness Centers, LLC (a Development Stage Company) as of December 31, 2012, and the results of its operations and its cash flows for the period from inception (June 20, 2012) through December 31, 2012 in conformity with accounting principles generally accepted in the United States of America.

Williams Benatar + Libby, LLP

Atlanta, Georgia
November 4, 2013

BALANCE SHEET

CONNECTICUT WELLNESS CENTERS, LLC
(a Development Stage Company)

December 31, 2012

ASSETS

CURRENT ASSETS

Cash	\$ 99,105
Due from Members--Note B and C	<u>80,000</u>
	<u>\$ 179,105</u>

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES

Due to Member	\$ 50
---------------	-------

MEMBERS' EQUITY--Note B	<u>179,055</u>
	<u>\$ 179,105</u>

See notes to financial statements.

STATEMENT OF OPERATIONS

CONNECTICUT WELLNESS CENTERS, LLC
(a Development Stage Company)

Period from inception (June 20, 2012) through December 31, 2012

Selling, general and administrative expenses	<u>\$ 20,945</u>
NET LOSS	<u>\$ (20,945)</u>

See notes to financial statements.

STATEMENT OF MEMBERS' EQUITY

CONNECTICUT WELLNESS CENTERS, LLC
(a Development Stage Company)

Period from inception (June 20, 2012) through December 31, 2012

Issuance of 8,175 Class A units at \$12.23 per unit, for cash of \$20,000 and receivables of \$80,000--Note B	\$ 100,000
Issuance of 850 Class A units at \$117.65 per unit in cash and \$470.59 per unit contingently payable--Note B	100,000
Issuance of 975 Class P units for future services provided	-0-
Net loss for the period from inception	<u>(20,945)</u>
Balance at December 31, 2012	<u>\$ 179,055</u>

See notes to financial statements.

STATEMENT OF CASH FLOWS

CONNECTICUT WELLNESS CENTERS, LLC
(a Development Stage Company)

Period from inception (June 20, 2012) through December 31, 2012

CASH FLOWS FROM OPERATING ACTIVITIES

Net loss for the period	\$ (20,945)
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CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from advance from Member	50
-----------------------------------	----

Capital contributions from Members	120,000
------------------------------------	---------

NET CASH FLOWS FROM FINANCING ACTIVITIES	<u>120,050</u>
--	----------------

NET INCREASE IN CASH	99,105
----------------------	--------

Cash at beginning of period	<u>-0-</u>
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CASH AT END OF PERIOD	<u><u>\$ 99,105</u></u>
-----------------------	-------------------------

SUPPLEMENTAL INFORMATION ON NON-CASH FINANCING ACTIVITIES

As of December 31, 2012, \$80,000 was due from Members in connection with Class A units issued.

See notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

CONNECTICUT WELLNESS CENTERS, LLC (a Development Stage Company)

December 31, 2012

NOTE A--DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Connecticut Wellness Centers, LLC (a Development Stage Company) ("the Company") was organized in the State of Connecticut on June 20, 2012 with initial funding received on July 19, 2012. As of the financial statement date, planned principal operations had not commenced and the Company was in the development stage. The Company's business plan is to develop, own, and operate medical marijuana dispensaries and wellness centers in the State of Connecticut. The Company's primary development stage activities are to organize the business, obtain funding, and apply and obtain approval for a license to conduct business operations in the State of Connecticut.

The following accounting policies are presented to assist the reader in understanding the Company's financial statements:

Accounting Standards Codification: The Company follows the Financial Accounting Standards Board Accounting Standards Codification as its sole source of authoritative guidance.

Revenue and Expense Recognition: Expenses are recognized on the accrual basis. As of December 31, 2012, there was no revenue for the Company since operations had not commenced. Expenses consisted of \$20,945 for legal and accounting fees, travel, office expenses and bank charges.

Income Taxes: Federal and state income taxes have not been provided for in the financial statements. Under existing law, the Company is not treated as a taxable entity. Rather, the Members include their share of the Company's items of income, loss, deduction, and credit in their income tax returns.

Cash Equivalents: For purposes of reporting cash flows, the Company considers all demand deposits and highly liquid investments purchased with an original maturity of three months or less, which can be readily converted to cash on demand, without penalty, to be cash equivalents.

Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events: Subsequent events have been evaluated through November 4, 2013, which is the date the financial statements were available to be issued.

NOTES TO FINANCIAL STATEMENTS--Continued

CONNECTICUT WELLNESS CENTERS, LLC (a Development Stage Company)

NOTE B--MEMBERS' EQUITY

The Company is authorized to issue units and may create new classes of units upon terms and conditions authorized by the Board of Managers. The operating agreement provided for the issuance of 9025 Class A units in exchange for \$600,000, of which \$400,000 was to be contributed upon the Company obtaining a license to sell marijuana for medicinal purposes. At December 31, 2012, the Company had issued and outstanding 9025 Class A units and 975 Class P units.

The Class A units are voting. The Class P units are non-voting. The Class P units are granted in exchange for services provided or to be provided to the Company. All Class P units are intended to constitute profit interests for U.S. federal income tax purposes.

The operating agreement requires periodic distributions to be made to the Members in connection with taxable income allocated to Members for income tax purposes multiplied by the assumed income tax rate. Other distributions will be distributed, as approved by the Board of Managers, based on each Members' unit percentage interest. Distributions to Class P Members will be subordinate to a return of the Class A Members value of their capital interests at the time of the issuance of the Class P units.

NOTE C--SUBSEQUENT EVENTS

Subsequent to year end, the Company received \$80,000 for the additional capital contributions due from the existing Class A Members.

Effective October 31, 2013, the operating agreement was amended to change the number of issued Class A common units and Class P common units and the required capital contributions. Under the amended operating agreement, 8,175 of the previously issued Class A units were exchanged for 8,100 Class A common units. Additional cash capital contributions of \$50,000 were received by the Company from these Class A common unitholders. Additionally, the additional required capital contribution to be received from the Member holding 850 Class A common units was reduced from \$400,000 to \$150,000, the contingency that these funds would only be received upon the Company obtaining a license to sell marijuana for medical purposes was removed, and the full capital contribution was received from this Member. Additionally, the total Class P units issued were increased to 1,050 units.

EXHIBIT E-7

**WILLIAMS, BENATOR & LIBBY LETTER
REGARDING TAXES**



Re: Connecticut Wellness Centers LLC
Federal Tax I.D. Number: 45-5527933
2012 Tax Return - Explanation for not filing a tax return in 2012 tax year

Dear Sir or Madam:

This letter serves to explain the reason why a tax return was not filed and should not be filed for Connecticut Wellness Centers LLC ("the Company") for the 2012 tax year. A tax return was not filed for the 2012 tax year because the Company has not yet started operations since it technically cannot start operations until it begins to perform the activities for which it was organized. Until the Company obtains proper licensure for business operations, it cannot be considered as having started its business for tax purposes. Also, all costs incurred prior to starting a business must be capitalized for tax purposes and no tax deduction can be taken for those expenses until the date the business operations begin. Under the filing requirement rules for an entity filing a Form 1065 partnership tax return, there is no requirement to file a return when an entity neither received income nor incurred any expenditures treated as deductions or credits for federal income tax purposes. Since the Company cannot generate revenue until it is licensed to operate and it cannot take any deductions until the business operations begin, no income or expenditures treated as deductions for tax purposes were incurred during the 2012 tax year. In addition, page 1, Item E of Form 1065 requires you to provide the date the business started. This item on Form 1065 cannot be properly completed until business operations begin and we believe it is not appropriate to file a return until business operations have started. For all of these reasons explained above, no income tax return has been filed for the 2012 tax year.

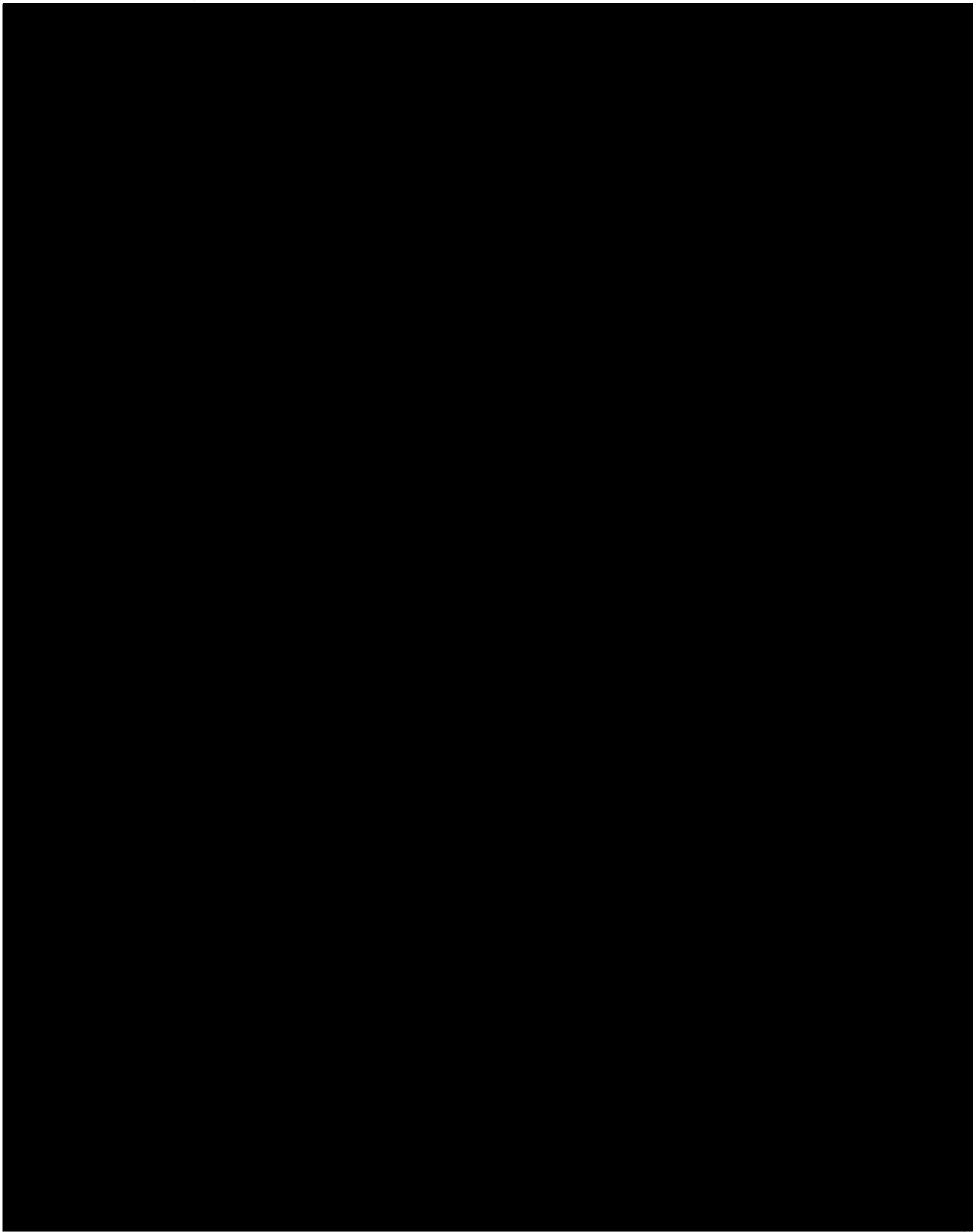
Very truly yours,

WILLIAMS BENATOR & LIBBY, LLP

Todd M. Koransky, CPA
Senior Tax Manager

EXHIBIT E-7

**STATE OF CONNECTICUT
2012 TAX RETURN**



CON

SF5001-1

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF YOU KNOW ONE

SAFEGUARD LITHO USA SFSL1 CK750011L

on any unpaid tax at the rate of 1% per month or fraction of a month until the tax is paid in full.

Penalty: The penalty for late payment of the tax due is \$50.

Signature: This return must be signed by a general partner if the entity is a partnership, or, if the entity is a limited liability company, by anyone with authority to sign the return. If the entity is an S corporation, an officer must sign the return.

Form OP-424" and the entity's Connecticut Tax Registration Number on the front of your check. Do not send cash. DRS may submit your check to your bank electronically.

For More Information: Call DRS Monday through Friday, 8:30 a.m. to 4:30 p.m. at 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) or 860-297-5962 (from anywhere). TTY, TDD, and Text Telephone users only may transmit inquiries anytime by calling 860-297-4911.

Detach and return bottom portion.

State of Connecticut (Rev. 12/12) PP Form OP-424 - Business Entity Tax Return 2012

For taxable year ending ▶ 12/31/2012	Connecticut Tax Registration Number [REDACTED]	Federal Employer ID Number ▶	Secretary of State Business ID	DRS use only ▶ - - 20
---	---	---------------------------------	--------------------------------	--------------------------

1. Business entity tax	1.	[REDACTED]	
2. If late: Enter penalty. See <i>Penalty</i> above. ▶	2.		00
3. If late: Enter interest. See <i>Interest</i> above. ▶	3.		00
4. Total amount due: Add Lines 1, 2, and 3. ▶	4.		00

- Check if this is a final return.
- Check if the entity has been dissolved/withdrawn with the CT Secretary of the State.
- Check if changing status (example S Corporation to a C Corporation).

Declaration: I declare under penalty of law that I have examined this return and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than \$5,000, imprisonment for not more than five years, or both.

Sign here [Signature] Date 3/24/13

Visit www.ct.gov/TSC to file and pay Form OP-424 using the TSC.

Mail to: Department of Revenue Services
State of Connecticut
PO Box 2936
Hartford CT 06104-2936

Please correct the business name and address if shown
****0213***BET-ANN***246906***OPREGM****
CT WELLNESS CENTERS LLC
CT WELLNESS CENTERS LLC
62 UNQUOWA RD
FAIRFIELD CT 06824

Commissioner of Revenue Services

Bank of America

OP-424

HMKJM20010000 B125F010101

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

SF5001-1



... is required to register with or obtain a certificate of authority from the Connecticut Secretary of the State before transacting business in the state (regardless of whether or not the entities have complied with the requirement). Visit the Department of Revenue Services (DRS) website at www.ct.gov/BET for additional information regarding the BET.

Required Information: Enter the entity's taxable year, Connecticut Tax Registration Number, Federal Employer Identification Number (FEIN), and Connecticut Secretary of the State Business Identification Number in the spaces provided at the top of Form OP-424.

Due Date: The business entity tax must be paid to DRS on or before the fifteenth day of the fourth month (April 15 for calendar year filers) following the close of each taxable year of the entity. An entity's taxable year is its taxable year for federal income tax purposes. If the due date falls on a Saturday, Sunday, or legal holiday, the next business day is the due date.

Interest: If the tax is not paid by the due date, interest is computed on any unpaid tax at the rate of 1% per month or fraction of a month until the tax is paid in full.

Penalty: The penalty for late payment of the tax due is \$50.

Signature: This return must be signed by a general partner if the entity is a partnership, or, if the entity is a limited liability company, by anyone with authority to sign the return. If the entity is an S corporation, an officer must sign the return.

Where to File

File Electronically: This return can be filed electronically through the Taxpayer Service Center (TSC). The TSC allows taxpayers to electronically file, pay, and manage state tax responsibilities. Visit www.ct.gov/TSC to make electronic transactions or administer your tax account online. If you file electronically, you are expected to pay electronically at the time of filing.

File a Paper Return: Mail this return to Department of Revenue Services, State of Connecticut, PO Box 2936, Hartford CT 06104-2936.

Payment Options

Pay Electronically: Visit www.ct.gov/TSC to make a direct tax payment. Using this option authorizes DRS to electronically withdraw a payment from your bank account (checking or savings) on a date you select up to the due date. If you pay electronically, you must still file your return on or before the due date.

Pay by Mail: Make check payable to Commissioner of Revenue Services. To ensure payment is applied to your account, write "2012 Form OP-424" and the entity's Connecticut Tax Registration Number on the front of your check. Do not send cash. DRS may submit your check to your bank electronically.

For More Information: Call DRS Monday through Friday, 8:30 a.m. to 4:30 p.m. at 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) or 860-297-5962 (from anywhere). TTY, TDD, and Text Telephone users only may transmit inquiries anytime by calling 860-297-4911.

Detach and return bottom portion.

State of Connecticut (Rev. 12/12) PF Form OP-424 - Business Entity Tax Return 2012

For taxable year ending	Connecticut Tax Registration Number	Federal Employer ID Number	Secretary of State Business ID	use only
▶ 12/31/2012				▶ - -20

1. Business entity tax	1.		
2. If late: Enter penalty. See Penalty above. ▶	2.		00
3. If late: Enter interest. See Interest above. ▶	3.		00
4. Total amount due: Add Lines 1, 2, and 3. ▶	4.		00

- Check if this is a final return.
- Check if the entity has been dissolved/withdrawn with the CT Secretary of the State.
- Check if changing status (example S Corporation to a C Corporation).

Declaration: I declare under penalty of law that I have examined this return and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than \$5,000, imprisonment for not more than five years, or both.

Sign here [Signature] Date 3/29/13

Mail to: Department of Revenue Services
State of Connecticut
PO Box 2936
Hartford CT 06104-2936

Please correct the business name and address if shown incorrectly.

****0213***BET-ANN***140363***OPREGM****
CONNECTICUT WELLNESS CENTERS LLC
CONNECTICUT WELLNESS CENTERS
61 UNQUOWA RD
FAIRFIELD CT 06824-5096



EXHIBIT E-8

**TAX RETURNS
COPIES OF REDACTED TAX RETURNS
ARE BEING FILED IN A SEPARATE VOLUME**

EXHIBIT F-1

ADMINISTRATION AND EMPLOYEE POLICY AND PROCEDURE MANUAL



**310 Murphy Road
Hartford, Connecticut 06114**

**Administration and Employee
Policy and Procedure Manual**

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Purpose of Connecticut Wellness Centers L.L.C. Administration and Employee Policy and Procedure Manual

This Administration and Employee Policy and Procedure Manual (the “Manual”) is essential to the efficient operation of Connecticut Wellness Centers, L.L.C.’s, Dispensary (the “Company”). Its purpose is multifold: to serve as a training and orientation guide for new employees, to serve as an ongoing reference for staff, to serve as a risk management tool that lowers liability exposure in the facility, and to promote, by its continued use and updates and revisions, excellence in practice in areas including but not limited to, security, diversion, inventory maintenance, uninterrupted availability of product, and the highest attention to detail.

For the manual to be effective, it must be kept current, distributed to all employees annually and, above all, these policies and procedures must be implemented and rigorously enforced as they increase understanding of business operations, eliminate the need for personal decisions on matters of Company policy, and help to ensure safety, security, and uniformity of management practices throughout the organization.

Each employee is responsible for familiarizing himself with and abiding by the manual and the policies contained therein (the “Policies”). The Company may modify these Policies from time to time at its sole discretion without prior notice. The Policies are not contracts and do not create any contractual obligations for the Company, or otherwise affect or alter the employment at-will status of each employee. Employees are also directed to, and expected to comply with, where applicable, the Operations & Compliance Policy and Procedure Manual as well as other Company policies and guidelines.

Proprietary Use

The contents of the Manual are confidential and proprietary to the Company and may not be reproduced, transmitted, published, or disclosed to others without prior written authorization from the Managing Partner.

Place of Business:

CONNECTICUT WELLNESS CENTERS, L.L.C.
310 Murphy Road
Hartford, Connecticut 06114
Phone:
Fax:
Toll Free:
www.ctwellnesscenters.com

Hours of Dispensary Facility Operation:

Monday through Friday from 10:00 AM to 6:00 PM EST
Saturday from 10:00 AM to 4:00 PM EST

Extended hours of service are available by prearrangement

Definitions:

Dispensary Facility Manager – means a Connecticut licensed pharmacist who is responsible for management of the entire Dispensary facility

Dispensary – means a Connecticut licensed pharmacist who is registered to dispense medical marijuana

Dispensary Technician – means supervised assistant in the Dispensary Facility Department

SECTION 1: EMPLOYMENT OPPORTUNITIES

“At-Will” Employment

The Company is an at-will employer which means that both the employee and the Company may terminate the employment relationship at any time, for any reason, with or without cause. The Company for its part may terminate the employee at any time with or without notice. Employees for their part may resign at any time provided they afford the Company with two weeks advance written notice.

Nothing shall limit the right to terminate employment at-will. No officer, employee, or representative of the Company is authorized to enter into an agreement – express or implied – with any employee for employment for a specified period of time unless such an agreement is in a written contract signed by the Managing Director or the Executive Vice President of Finance.

Employee Evaluation Period

The first 3 months of employment is considered an evaluation period (“Evaluation Period”). During this time the management will continuously evaluate employee performance, attendance, attitude, and conduct, among other factors, to determine compatibility with the requirements of the position. Should the employee fail to meet the Company’s standards, the employee will be released from employment. Release or voluntary resignation during this period will not have an adverse effect on the employee record.

Completion of a successful evaluation period, however, does not alter the employee option to resign at-will or the employer’s option to terminate the employee at-will at any time.

Employees providing false, incomplete, or misleading information on the employment application or at any time in the employment process may be subject to immediate dismissal.

Equal Employment Opportunity

The Company is committed to equal employment opportunities and advancement to all applicants for employment and employees without regard to race, color, ethnicity, religion, gender, pregnancy/childbirth, age, national origin, sexual orientation, gender identity or expression, disability or perceived disability, genetic information, citizenship, veteran or military status, marital or domestic partner status, or any other factor protected by federal, state, and/or local laws.

This policy applies to all terms, conditions, and privileges of employment, and to all policies the Company.

An employee may discuss equal employment opportunity related questions with a member of management.

Federal Immigration Reform and Control Act of 1986 (IRCA)

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, the Company is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation to the Company establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility to the Company prior to expiration of that period to remain employed by the Company.

Categories of Employment

Full-time and part-time employees are on an evaluation period during their first ninety 90 days of employment. During their first 90 days, the employee will determine if their new job is suitable and the Company will have an opportunity to evaluate work performance. The completion of the evaluation period **does not** guarantee employment for any period of time since the Company is an at-will employer.

FULL-TIME EMPLOYEES: Regularly work at least a 40-hour work week

PART-TIME EMPLOYEES: Work less than 40 hours each week

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon being hired, management will notify the employee of employment classification.

Employment, Employment Application, and Pre-Employment Screening

Connecticut state regulation mandates that no person shall be employed or retained as any Medical Marijuana Dispensary Facility personnel without being at least 18 years of age and also being registered with the Connecticut Department of Consumer Protection as a Medical Marijuana Dispensary Facility employee.

The Company utilizes a standard employment application for all potential employees which must be completed and signed by an applicant prior to being considered for employment. Candidates who submit resumes are also required to complete an application form at the time of their interview.

Pre-Employment Screening Process: After extending an offer to a candidate for employment but before the candidate joins the Company, the Company will engage in the Pre-Employment Screen Process ("PES"). PES is the process of carrying out checks on a potential employee's personal and employment history. It is a mandatory process and is undertaken to establish the identity and integrity of successful applicants for roles before direct employment with the Company. This process is conducted on any individual the Company intends to make an offer of employment to or indirect employment via contracted suppliers.

Everyone involved in the recruitment of a potential employee has a shared responsibility to ensure PES is conducted satisfactorily. PES must be undertaken before a candidate joins the Company. In order to allow the individual to commence employment, PES checks must be satisfied – anyone who fails to meet the required standard will not be employed at the Company.

The PES process may include a reference check, employment history verification, education history verification, history of criminal investigations, and consumer reports. All information gathered from employment background checks is kept confidential and for Company use in the hiring decision only. With regard to any criminal history, the Company will examine the (1) nature and gravity of the offense or offenses, (2) length of time since the conviction or completion of a sentence, and (3) nature of the job held or sought. The Company will consider the job-relatedness of a conviction, the circumstances of the offense, and the number of offenses.

Job Training

Management is responsible for initiating all on-the-job training for employees within the Company. This may include safety training, standard operating procedures, emergency procedures, and/or participation in off-site training, or continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The Company will pay for any required training programs. Employees may be tested periodically to evaluate the effectiveness of the training program.

If you have any questions regarding training please see a member of management.

Job Descriptions

The Company maintains a job description for each position in the Company. The job description outlines the essential duties and responsibilities of a position. When the duties and/or responsibilities of a position change, the job description will be revised to reflect those changes.

SECTION II: CONDUCT AT WORK

Standards of Conduct

Employees are expected to conduct themselves in a professional manner at all times, demonstrate a positive and helpful attitude, show respect for fellow employees, management, service providers, and have respect for Company property.

Every employee's role is vital in creating favorable or unfavorable attitudes in the community towards the Company. The Company's reputation depends greatly upon the work ethic exhibited, the courtesy and efficiency demonstrated, and the professional confidence the Company

possesses in all details. Employees must always keep in the forefront of their minds that the Company exists to provide medicine for patients who are ill and we must do that with the utmost care and consideration. All employees represent the Company in the goal to maintain the best practices in all aspects of our organization. Therefore, all staff members are to observe the following:

- Be efficient and give the highest level of attention and care to your work
- Be tolerant of others
- Be helpful and courteous
- Be patient with all requests and demands
- Take charge of responsibilities
- Tackle problems, don't avoid them
- Communicate effectively all issues and concerns – this helps everyone
- Welcome new experiences and ideas
- Neither underestimate nor overestimate your abilities and seek help when you need it
- Give your best effort in whatever you do
- Speak well of your fellow employees and of the Company and don't voice any disgruntlement (this is to be expressed to management solely)

Regulations as to Conduct

The following regulations have been developed to communicate the expected performance and conduct for employees of the Company. Each employee is expected to:

- Report to work punctually, as scheduled, and be at their assigned work station, ready for work, at the assigned starting time
- Notify the appropriate personnel when unable to report to work or unable to report for work on time
- Actively work during all work hours
- Comply with all performance/conduct and safety/security policies and procedures
- Wear appropriate business attire/uniform for and in accordance with the work being performed
- Perform assigned tasks efficiently and correctly
- Address fellow employees or anyone who comes to the facility in a professional, courteous, and respectful manner
- Maintain workplace cleanliness
- Refrain from behavior or conduct deemed offensive or undesirable
- Obtain approval from management before removing any Company property

If an employee's behavior interferes with orderly and efficient operation of standard business practices, corrective disciplinary measures will be taken up through and including termination. The appropriate disciplinary action imposed will be determined at the sole discretion of the

Company.

Inappropriate Behavior at Work and Misconduct

Examples of inappropriate behavior and misconduct include (but are not limited to):

- Reporting to work being intoxicated
- Possession or use of alcoholic beverages or illicit drugs on Company property or while engaged in Company business except where authorized
- Falsifying employment or any other Company records
- Submitting a fraudulent injury claim
- Failure to maintain the confidentiality of Company information or business records
- Discrimination
- Harassment
- Fighting or otherwise physically assaulting another employee or vendor
- Use of obscene, abusive, or threatening language and/or gestures
- Theft or misappropriation of money or property
- Misuse, abuse, or destruction of Company property

The examples noted are not all inclusive. Discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to modify the Company at-will employment policy.

Personal Appearance

The Company believes that proper personal appearance and attire are essential to maintain a professional atmosphere, one that will develop and maintain respect and confidence. It is an essential part of a positive first impression that promotes the establishment of long-term trust by our clients, customers, and neighbors.

In general, employees are expected to maintain the highest standards of personal cleanliness and present a neat, well groomed, and professional appearance at all times.

Accordingly, all employees are expected to exercise reasonable care and discretion in their appearance and manner of dress, taking into consideration the Company's professional image and standards and the requirements of job positions and the respect they should engender – all which result from a professional image. Employees should at all times wear appropriate attire, be properly groomed, practice proper personal hygiene, and follow the guidelines of this policy.

The Company requires 'business casual' clothing.

Please note, the Company prohibits anyone from arriving at work in ripped or rumpled clothing, any graphics on any clothing suggestive of marijuana (or marijuana related paraphernalia), T-

shirts, mini-skirts, underwear as outerwear, and inappropriately revealing attire. Bare feet are also unacceptable.

All employees should display a professional, business-like appearance, be neatly groomed, and maintain proper personal (oral and bodily) hygiene. All clothing should fit properly, be neat, clean, and in good condition. Clothing that is overly tight or baggy, too casual, suggestive, or unkempt is considered inappropriate attire for work and is prohibited at all times. Employees should dress so they are appropriately covered. Employees should consult management for additional dress code and appearance standards.

Attendance and Punctuality

Attendance and punctuality are important factors for success. The Company works as a team and this requires that each employee contribute as they are scheduled.

Employees are expected to attend work on each scheduled work day and to be on time.

When an employee is going to be late for work or absent from work for a full work day, for any reason, and such absence or lateness has not been agreed upon in advance, the employee is expected to provide notification as far in advance as is feasible under the circumstances, but no later than one hour before the work day commences. The employee should continue to make contact in this way for every day that they are absent, unless their management is aware that they are going to be absent for a longer period of time and therefore excuses the employee from making contact every day.

Personal issues requiring time away from work, such as doctor's appointments or other matters, should be scheduled during nonworking hours (when possible).

If an employee has excessive levels of absence or lateness and/or fails to make contact with their manager as outlined in this policy, they may be subject to disciplinary action up to and including termination of their employment. More than five unscheduled periods of absence within a rolling twelve-month period may be considered excessive (See Paid Time Off policy for further details).

When an employee is absent for 72 hours without notifying the Company, it is assumed that the employee voluntarily abandoned employment with the Company. The employee will be removed from payroll.

Classified and Proprietary Information

Protecting Company information is the responsibility of every employee. Employees may be required to sign a nondisclosure agreement as a condition of employment in accordance with state and federal law.

Due to the nature of Company business, Company confidentiality is strictly enforced. Do not discuss the confidential business or Company proprietary business matters or share confidential, personal employee information with anyone who does not work for our Company, such as friends, family members, members of the media, or other business entities. Discussions regarding confidential Company business with other employees are also prohibited unless they are due to a necessary work-related function.

All telephone calls regarding a current or former employee's position/compensation with our Company must be forwarded to management.

The Company's address shall not be used for the receipt of personal mail.

Contact with the Company during Work Hours

The Company should know an employee's location at all times during business hours. Management will schedule and maintain a record of employee assignments inside and outside the Company facility during all business hours. If there is any deviation from this schedule, management must be alerted.

Conflicts of Interest

The Company's reputation for integrity is one of its most valuable assets and is directly related to the conduct of its officers and employees. Therefore, an employee must never use their position with the Company for private gain, to advance personal interests, or to obtain favors or benefits for themselves, members of their families, or any other individuals, corporations, or business entities.

The Company adheres to the highest legal and ethical standards. The Company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the Company shall conduct their personal affairs such that their duties and responsibilities to the Company are not jeopardized and/or legal questions do not arise with respect to their association or work with the Company.

- An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities or construed as intended to influence Company policy
- An employee shall not have a personal financial interest, a business interest, or any other obligation that in any way creates a substantial conflict with the proper discharge of assigned duties and responsibilities or that creates a conflict with what is in the best interest of the Company at all times

- An employee who believes he or she has or may have a conflict of interest shall disclose that interest to management to ensure that the Company's best interest is protected

Weapons in the Workplace

Possession, use, or sale of weapons, firearms, or explosives on work premises is strictly forbidden. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a personal firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to management immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

Workplace Searches

To protect the property and to ensure the safety of all employees, clients, and the Company, the Company reserves the right to conduct personal searches consistent with federal and state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes, and any other possessions or articles carried to and from the Company property. In addition, the Company reserves the right to search an employee's office, desk, files, locker, equipment or any other area or article on Company premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc., are the property of the Company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the Company.

Persons entering the premises who refuse to cooperate to an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate to an inspection, as well as employees who after the inspection are believed to be in possession of stolen property, illegal substances, or firearms, will be subject to disciplinary action, up to and including discharge.

The Company reserves the right to press charges against any person(s) found to be in possession of stolen Company property.

Substance Abuse

The Company has a vital interest in ensuring a safe, healthy, and efficient working environment. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, the Company has established as a condition of employment (and continued employment with the Company) the following substance abuse policy:

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale, or possession of illegal or unauthorized substances in the workplace including: on Company paid time, on Company premises, in Company vehicles, or while engaged in Company activities. Being intoxicated at work is not permitted. Employment or continued employment with the Company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the Company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The Company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence, and other measures consistent with the Company's policies and applicable federal, state, or local laws.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of Company issued lockers, desks, or other suspected areas of concealment, as well as an employee's personal property when the Company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

Personal Phone Calls at Work

It is important to keep Company telephone lines free for work related calls. Although the occasional use of the Company's telephone for a personal circumstance or emergency may be necessary, routine personal calls are not permitted.

Personal cellular telephones must be turned off or set to a silent alert during working hours while on Company premises.

Electronic Communications

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using Company communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time, or to

accomplish work tasks. “Electronic Communications” include, among other things, messages, images, data, or any other information used in e-mail, instant messages, voice mail, fax machines, computers, smart phones (including Blackberry, iPhone, or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive, or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as “Systems.”

Employees may use the Company Systems to communicate internally with co-workers or externally with suppliers, vendors, advisors, and other business acquaintances solely for business purposes.

All Electronic Communications contained in the Company Systems are Company records and/or property. Although an employee may have an individual password to access Company Systems, the Systems and Electronic Communications belong to the Company. The Systems and Electronic Communications are accessible to the Company at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording, and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private. The Company's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal use of Company Systems is strictly prohibited. All communication(s) on Company Systems will be used, accessed, recorded, monitored, and disclosed by the Company at any time without notice.

Employees may not use Company Systems in a manner that violates our policies including but not limited to Anti-Harassment, Equal Employment Opportunity, Confidentiality of Dispensary Facility Matters, and Conflicts of Interest. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats, or derogatory comments; or any other message or image that may be in violation of Company policies.

In addition, employees may **not** use Company Systems:

- To download, save, send, or access any discriminatory or obscene material
- To download anything from the internet (including shareware or free software) without the advance written permission of management
- To download, save, send, or access any site or content that the Company might deem “adult entertainment”

- To use the Company computers for personal use unless approved by management
- To solicit employees or others
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the Company or any other person or entity
- In connection with any infringement of intellectual property rights, including but not limited to copyrights
- In connection with the violation or attempted violation of any law

An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc., without prior written approval of the account owner and without identifying the actual author.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer proprietary materials of the Company or others without appropriate authorization.

All Systems passwords and encryption keys must be available and known to the Company. Employees may not install password or encryption programs without the written permission of the management. Employees may not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications. The Company will comply with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution. Where appropriate, the Company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. The Company will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

Social Media

The Company has in place policies that govern use of its electronic communication systems, equipment, and resources which employees must follow. The Company also has an interest in employee electronic communications with co-workers, vendors, suppliers, competitors, and the general public on personal time.

Employees are personally responsible for their activities on social media. While the Company is

aware of the obligations with regard to protected activity under the National Labor Relations Act (NLRA), and nothing in this policy is intended to infringe upon the employee's rights under the NLRA. Unless such information is in the public domain, it must be kept strictly confidential and used only for the purposes for which it was intended and disclosed to other personnel only if they have a need to know or receive such information. However, any conduct that adversely affects our Company business interests may result in disciplinary action, up to and including immediate termination of employment, consistent with applicable law.

When communicating via blogs, online chat rooms, networking internet sites, social internet sites, or any other electronic and non-electronic forums (collectively "social media"), no employee shall directly or indirectly communicate, infer, or imply any details regarding Company business. All Company business is strictly confidential and proprietary.

The following rules apply to all activities on social media by a Company employee.

You must:

- Maintain the confidentiality of the Company's confidential or proprietary information, in accordance with your obligations under the applicable Policies and any other policies of the Company. If you are unsure whether certain information is confidential, please contact a member of management.
- If any information you post on social media relates to our work at the Company or to subjects associated with the Company, you must include a general disclaimer such as: "The postings on this site are my own and do not necessarily reflect the views of the Company."

You must not:

- Misrepresent yourself as a spokesperson for the Company if your use of social media is not officially sanctioned by the Company.
- Knowingly or recklessly publish any false information about the Company or its employees, dispensary Facility customers, or competitors.
- Use social media to communicate with an existing issue that relates to the Company.
- Attribute any information that you post on your personal social media or under your personal email address to the Company and/or create the appearance that any such content is endorsed by or originated from the Company.
- Use the Company's logo, trademarks, or proprietary graphics unless your use of social media is officially sanctioned by the Company.
- Create a link from other social media to the Company's website without identifying yourself as an employee of the Company.
- Discuss any Company matters on social media.

- Use social media while at work on company technology.

Camera(s) and Phone Cameras

The use of any camera or recording device on Company premises or at any time on Company time is strictly prohibited.

Harassment

The Company is committed to a working environment that is free of harassment. All employees have the right to be treated with consideration and respect at work. Harassment of any kind has no place at the Company and the Company will not tolerate harassment of employees by other employees, managers, customers, contractors, consultants, or vendors. Similarly, the Group will not tolerate harassment by its employees of non-employees with whom the organization has business, service, or professional relationships.

Harassment can be described as any form of behavior that is unwanted, unwelcome, and unreciprocated that creates a hostile, degrading, offensive environment for individuals.

Harassment can occur in relation to: race, color, ethnicity, religion, gender, pregnancy/childbirth, age, national origin, sexual orientation, gender identity or expression, disability or perceived disability, genetic information, citizenship, veteran or military status, marital or domestic partner status, or any other factor protected by federal, state, and/or local laws.

Harassment can take many forms. Whether it is spoken or written, graphic or physical, done to offend, or simply as insensitive joking, conduct that could reasonably be perceived as offensive an unwelcome may be harassment.

Examples of behavior which may be deemed to be harassment include: language of a suggestive (sexually explicit or profane) nature; gestures; jokes, comments, or innuendoes of a suggestive or sexually explicit nature; unwanted or offensive letters, emails, or voicemail messages; deliberate and/or unwelcome physical contact; derogatory comments; intimidating, hostile, and/or offensive conduct; suggestive or explicit sexual propositions; and any other similar conduct deemed inappropriate by the Company.

This list is not exhaustive and applies to behavior both at the Company's premises and while conducting business off the premises, attending work social functions, or off duty conduct including, but not limited to, social media usage that has an impact in the workplace.

Reporting

Employees are encouraged to bring complaints or raise concerns about harassment to management so that issues can be promptly and constructively addressed. If employees are being harassed or subjected to a hostile work environment, they should feel comfortable telling the

harasser to stop the unwelcome or offensive behavior. The Company encourages and urges individuals to do so and will support our employees in their efforts.

Employees should also immediately report any incident of harassment or unwelcome or offensive conduct to management.

Investigation

The Company is committed to promptly investigating all reports and complaints in a fair and timely manner. The confidentiality of reports of harassment will be maintained as much as is practicably possible.

The investigation will include, but may not be limited to, a private interview with the employee filing the complaint and witnesses, as well as with the employee alleged to have committed the harassment. The investigation will take into account the totality of the circumstances, including the nature of the alleged conduct and the context in which it occurred. Whether any particular behavior rises to the level of violating this policy will be determined on a case-by-case basis.

Any employee found to have engaged in conduct in violation of this policy or to have retaliated against an employee for either making a complaint about harassment or for cooperating, assisting, or acting as a witness in an investigation will be subject to appropriate disciplinary action up to and including termination of employment.

It is important that employees making complaints do so in the honest and genuine belief that they are being harassed. Any employee who is found to have made a claim “in bad faith”, e.g. making a false allegation, may be subject to disciplinary action, up to and including termination of employment.

The Company will not tolerate any retaliation against any employee acting in good faith for making a complaint about harassment. Any employee found retaliating against a colleague for either making a complaint about harassment, or for cooperating, assisting, or acting as a witness in an investigation will be subject to appropriate disciplinary action up to and including termination of employment.

SECTION III: EMPLOYEE REMUNERATION AND PAID TIME OFF

Paycheck Deductions

The Company is required by law to make certain deductions from employee paychecks each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the Company that exempt employees' pay will not be “docked,” or subject to

deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the Company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted
- Suspensions of one or more full days for violations of safety rules of major significance
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary
- Negative paid-time-off balances, in whole-day increments only

Holidays and Vacations

The Company normally observes the following holidays during the year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If one of the above holidays falls on Saturday, it normally is observed on Saturday. If a holiday falls on Sunday, it normally is observed on the following Monday.

Full-time employees are eligible for paid holidays after completing their evaluation period.

Vacation Time:

For full-time employees, paid vacation will include:

Year One - Three: One Week

Years Three – Five: Two Weeks
Years Five – Ten: Three Weeks
Years Ten – Beyond: Four Weeks

For part-time employees:

Vacation time will be determined at the time of acceptance of employment and whether any time for vacation will be paid or unpaid.

Sick Days and Personal Days

During each calendar year, eligible employees shall be entitled to 7 days of sick leave (of which 3 days may be used for personal leave).

A doctor's note may be required for sick leave of 3 days or more.

Sick leave cannot be added on to vacation time at any time.

Employees will not receive monetary compensation for unused sick leave or personal leave.

For extended sick leave only: if an employee uses up all current 7 sick days, the next day off will be deducted from the employee's accrued vacation days.

Leave without Pay: If an employee has exhausted all PTO (all 7 sick days and all their vacation days) then the taking of more time off may subject the employee to disciplinary action up to an including termination. This will be evaluated by management.

Performance and Salary Reviews

An employee's performance is important to the Company.

An annual Company performance review provides the basis for a more comprehensive understanding of the Company and the employee's duties and responsibilities as understood by management and by the employee with respect to job performance and/or change of responsibilities within the Company. At this time there may also be a salary review.

New employees will generally be reviewed at the end of their evaluation period.

Employee Social Security Contributions

During Company employment, the employee and the Company contribute funds to the federal government to support the Social Security program. This program is intended to provide the employee with retirement benefit payments and medical coverage at retirement.

Overtime Pay

There may be times when overtime hours will be required so that the Company can meet the needs of its business. Advance notice will be given when feasible but this is not always possible.

Both federal and state wage hour laws require employers to pay employees an overtime rate of pay for all hours worked in excess of forty (40) hours per workweek unless the employee's position is classified as "exempt" from those laws. Accordingly, employees who do not qualify for such an exemption are deemed "non-exempt" or exception hourly employees and are eligible to receive overtime pay pursuant to relevant law.

The regular work week, which commences on Monday and ends on Friday, is generally forty (40) hours, excluding mealtimes. Non-exempt and exception hourly employees are entitled to a minimum lunch break of ½ hour each day. As permitted by state and local law, should a non-exempt or exception hourly employee choose not to take this break, they should be compensated for this time worked in lieu of lunch. Employees must consult with management before choosing to work through any breaks.

Non-exempt employees are eligible for overtime pay for hours worked in excess of forty (40) hours in a given workweek. In order for non-exempt employees to be eligible for overtime pay, overtime work must be approved in advance by management. Non exempt and exception hourly employees must ensure that attendance (including actual hours worked and overtime) is recorded accurately by a time-clock. Attempting to falsify a time record and/or failing to obtain advance approval and authorization before working overtime hours is a breach of policy and is grounds for disciplinary action, up to and including termination.

Overtime hours are calculated in accordance with law, generally on hours actually worked in excess of a forty (40) hour work week. Employees will be paid at their regular hourly rate for the first forty (40) hours worked during each work week. A time and one-half rate will be paid for all work time in excess of forty (40) hours each work week, and otherwise in accordance with law.

Overtime will be paid weekly (one week in arrears).

Each employee is required to use a time-clock to accurately and correctly and report all hours worked in good faith. Employees who fail to do so may be subject to disciplinary action, up to and including termination of employment.

Pay Garnishment for Child Support

When an employee's wages are garnished by a court order, the Company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The Company will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

SECTION IV: LEAVE OF ABSENCE

New Parent Leave of Absence

The Company will offer maternity and paternity leaves of absence on a case-by-case basis.

In an effort to support employees' new families, the Company will provide either unpaid leaves of absences or paid time off to any eligible employee who is a new parent. The Company will compensate such employees at his or her regular base salary for six (6) weeks of the Family and Medical Leave (FMLA) if the employee has been employed by the Company for at least one consecutive year. This policy applies to all biological, adoptive, and foster parents, and applies to both women and men.

As with the FMLA leave, the Paid New Parent Leave is applicable within twelve (12) months after birth of a child or placement of a child for adoption or foster care. Any leave beyond the six weeks of paid leave set forth above is unpaid unless the leave is due to a disability and the employee still has available PTO. To the extent permitted by applicable laws, Paid New Parent Leave shall run concurrently with any other leaves to which the employee is entitled, including leave under the federal and applicable state Family and Medical Leave Acts. Additionally, employees seeking Paid New Parent Leave must comport with the notice and medical certification requirements for FMLA leave.

New parent leave is applicable within twelve (12) months after birth of a child or placement of a child for adoption or foster care. Any leave beyond the six (6) weeks of paid leave set forth is unpaid unless the leave is due to a disability that is covered by the Company's short or long-term disability coverage or the employee has other available PTO.

Employees may be required to substitute accrued vacation, paid time off or sick time for all or part of their parental leave. In addition, benefits such as paid time off and holidays will not accrue while employees are on parental leave.

Employees seeking New Parent leave must provide a minimum of 30 days' advance notice of their intent to take parental leave and the anticipated date of their return. Employees may not accept other employment or apply for unemployment insurance while on parental leave. Acceptance of other employment while on leave will be treated as voluntary resignation from the Company.

The Company will make a reasonable effort to return the employee to the same or similar position upon their return from leave subject to Company staffing and business requirements.

Jury Duty

Company employees that have completed at least 90 days of employment and regularly work 30

hours or more each week who are summoned for jury duty will receive their regular wages for the first 5 days of jury duty. Thereafter, the employee will be on unpaid leave in order to serve. All other employees summoned for jury duty will be on unpaid leave in order to serve.

Employees should make arrangements with management as soon as a summons has been received with regard to jury duty.

We reserve the right to request proof of jury service issued by the Court upon the employees return to work.

We expect the employee to return to their job if they are excused from jury duty during regular working hours.

An employee who has served eight hours of jury duty in any one day will not be required to return to work that same day.

Military

Company employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law. The time off will be unpaid.

Accrued paid time off (PTO) may be used for this leave if the employee chooses. Military orders should be presented to management and arrangements for this leave of absence should be made as early as possible before departure. Employees are required to give advance notice of their service obligations to the Company unless military necessity makes this impossible. Management must be notified of the employee's intent or non-intent to return to employment. The employee benefits may continue to accrue during the period of leave in accordance with state and federal law.

Bereavement

In the unfortunate event of a death of an immediate family member, an employee may be given up to 3 days of paid leave. Immediate family members include your spouse, children or step children, parents or step parents, brothers, sisters, grandparents, grandchildren, and corresponding in-law relationships.

Proof of relationship may be required in the form of an official document or notice (death notice or obituary).

Disability

Disability leave of absence must be certified by an approved physician.

SHORT-TERM WORK RELATED DISABILITY

Employees shall be paid in full for a period not to exceed:

The number of days determined by totaling (a) current unused sick leave or (b) current unused vacation entitlement.

Time off for short-term disability in excess of the total of the aforementioned days, but equal to or less than 90 days, will be regarded as a leave of absence without pay.

LONG-TERM WORK RELATED DISABILITY

If a full-time employee is still unable to work due to a medical disability of greater than 90 days, the employee will be covered under the Company's long-term disability policy, if such a plan was in force at the time of disability.

Benefits under the long-term disability plan are addressed in the insurance policy and may be changed or amended from time to time, except that benefits do not begin until ninety (90) days after commencement of the disability.

SECTION V: EMERGENCY SITUATIONS

Emergency Contact Information

EMERGENCY TELEPHONE NUMBERS

- Management (Marc Gare)..... 203-854-4200
- Police Department 911
- Fire Department911
- Ambulance911

What to Do in Case of an Emergency

Management should be notified immediately when an emergency occurs. Emergencies include, for example, all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. Also immediately call management (Marc Gare) at 203-854-4200.

Should an emergency result in the need to communicate information to employees outside of business hours, management will contact employees. Therefore, it is important that employees keep their personal emergency contact information up to date and to notify management when this information changes.

When events warrant an evacuation of the building, employees must follow the instructions of any member of management. Employees should leave the building in a quick and orderly manner. Employees should assemble at the pre-determined location as communicated by the management to await further instructions or information.

General Security Practices

The Company takes many precautions to protect the facility, its employees, work consultants, equipment, materials, Company property, etc. However, smart security practices are the responsibility of everyone. It is essential to follow these simple rules to eliminate or reduce incidents of theft, potential harm, damage, or unwanted intruders:

- Use locks (desks, cabinets, doors, and windows), alarms, and passwords whenever areas are unattended -- this may be the single, most important rule to prevent theft and prevent intruders
- Work as a team and be watchful of your own personal items, your fellow employees' personal items, and all Company property
- Keep valuables out of sight at all times and preferably in a locked drawer, company provided locker, or lockable cabinet
- A minimum amount of cash should be kept at the office -- cash should be locked in an office safe
- Make sure your computer is password protected at any time that you are not physically at your desk or computer location (this means even if you walk away momentarily)
- Legitimate messenger service personnel carry proper identification
- Inform management immediately if any keys or building access cards are lost or if a computer has been compromised

Medical Emergencies

Call 911 and be prepared to provide:

- The address of the building
- The floor and suite number
- The name of the person requiring medical attention
- The nature of the problem

Call management (Marc Gare): 203-854-4200

Fire Drills

Fire drills are scheduled periodically throughout the year. These drills are an important aspect of employee safety. The Company expects your complete cooperation during these drills. If an employee has any questions or comments concerning fire drills and evacuation procedures, see a

member of management.

At the time of the fire drill, a member of management will also check the fire alarm system to make sure it is in good running order. Note: the fire department should be alerted if the fire alarm system is automatically set to alert the firehouse even when being tested.

At the time of the fire drill, a member of management will also inspect any individual fire alarm units and also demonstrate the use of and location of fire extinguishers.

Fire

Fire is a serious and life-threatening emergency. Combating this hazard requires a thorough knowledge of the building's safety features, escape routes, and fire and evacuation procedures (these will be covered during routine fire drills). At the time a fire occurs, responses need to be automatic and deliberate. The information and programs outlined in this policy, in combination with fire drills, will maximize safety in the event of a fire.

If You See or Smell Smoke

- Call 911
- Make sure everyone is out of danger
- If possible, the all storage areas for medical marijuana should be locked and the alarm activated
- Call the management (Marc Gare) at 203-854-4200
- If it seems safe to investigate where the smoke is coming from and a fire is discovered and is safely containable, use the fire extinguishers quickly (aim at the base of the fire)
- Fire extinguishers are located at the following: TBD
- If it is necessary to evacuate, use stairwells (not elevators) and make sure everyone leaves the building
- If smoke is heavy, remember to crawl to the nearest exit
- Do not re-enter the building until the emergency responders have deemed the facility safe to re-enter

Smoke/C02 Detectors

All areas of the building will be monitored by hard-wired smoke/C02 detectors with back up battery support. Batteries will be replaced every six months and the units tested monthly and during fire drills.

Fire Extinguishers

All fire extinguishers are wall mounted in cabinets throughout the facility. Employees should become familiar with their location.

Fire Extinguisher Operation:

- Pull pin
- Aim low (direct the stream to the base of the fire)
- Squeeze lever
- Sweep from side to side

Fire Alarm Panel

The facility is automatically connected by a fire alarm panel to the local fire department.

Fire Protection Tips

- Unplug electrical appliances like coffee pots or water heaters when not in use
- Arrange for proper use and storage of adhesives, cleaning fluids and other flammable liquids and, when possible, substitute less flammable products
- Reduce or eliminate extension cords
- Shut off the power to all office equipment, such as computers, copying machines, microwaves, coffee pots, etc., at the end of the work day
- Keep storage materials stacked no higher than 18” below the ceiling

Severe Weather

In the event of a hurricane, severe storm, or tornado, the following guidelines should be observed:

- Lock all medical marijuana storage areas and activate the alarms
- Move away from the exterior walls of the building to a corridor, washroom, or stairwell
- Close the doors to rooms which have windows
- Never use an elevator
- Do not exit the building
- Once in a protected area, shield yourself by putting your head as close to your lap as possible, or kneel protecting your head
- If possible, have a radio or television set tuned to a local station for information
- Once the weather has subsided, report any damage or storm-related leaks to the management (Marc Gare) at 203-854-4200
- Stay Calm

Earthquakes

Earthquakes are one of nature's most frightening phenomena. When an earthquake occurs, the ground may shake for only a few seconds or for as much as a minute in a more substantial earthquake. Precautions to take during an earthquake:

- Lock the medical marijuana storage areas and activate the alarm
- Try to remain calm and to reassure others
- When indoors, move immediately to a safe place, such as under a solid desk or table or stand in an interior hallway or stairwell
- Watch for falling debris or tall furniture and stay away from windows and heavy objects that may topple or slide across the floor
- If you are outdoors, move to an open area, away from buildings and power lines
- Do not be surprised if you feel more than one shock or tremor
- When the earthquake or tremors subside, make sure no one is hurt
- Call and alert management (Marc Gare) at 203-854-4200

Bomb Threat

The most common bomb threats are made directly by telephone calls. There are typically two reasons for a caller to report that a bomb is to go off at a particular location:

- The caller knows that an explosive or incendiary device has been or will be placed in the building and wants to minimize personal injury -- the caller may be the person who planted the device or just someone who is aware of such information
- The caller wants to create an atmosphere that spreads panic and disrupts normal business activity which is often the ultimate goal of the caller

The vast majority of these calls are false alarms, meant only to disturb normal operations at work. However, at no time should any call that threatens that there is a bomb or destructive device be regarded as a false alarm. When you receive a threatening call:

- Keep the caller on the line as long as possible
- If possible, signal a co-worker and/or alert management to dial 911 and tell the operator to have the call traced -- be sure to provide the Company address when speaking with the 911 operator
- Obtain as much information from the caller as possible
- Ask the caller for details about the bomb – where is it located, what type of bomb it is, and when is it set to explode
- Note the time the threatening call is received
- Note exact wording used by caller, if possible

- Note the voice of caller, whether male or female, any unique characteristics to their voice, do they have a dialect, what sounds do you hear in the background
- Ask the caller for a reason for the threat
- **Based on the call, you may decide to evacuate.**

Physical Evidence of a Bomb

In the event that you discover an item that you suspect to be a bomb:

- Call 911 and alert the Police Department
- Alert management (Marc Gare) at 203-854-4200
- Lock the medical marijuana storage areas and activate the alarm
- Do not inspect or touch the suspicious item in any manner
- Do not use radio equipment to transmit messages
- If you determine that employees and visitors are in danger, you may determine it is best to evacuate the office and wait for the Police and/or Fire Department

Common Sense Regarding Suspicious Packages

Always be wary of:

- Letters that are unusually bulky or heavy
- Parcels or envelopes with chemical or oil stains
- Parcels or envelopes with no return address
- Parcels or envelopes with foreign postmarks
- Parcels or envelopes that simply do not look or feel ordinary

Workplace Violence

Violence by an employee or anyone else against an employee, supervisor, or member of management will not be tolerated. Firearms are not permitted on Company premises. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to Company property in the event someone, for whatever reason, may be unhappy with a Company decision or action by an employee or member of management.

When an employee receives or overhears any threatening communications from an employee or outside third party, it must be reported to management at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If an employee encounters an individual who is threatening immediate harm to an employee or visitor to the Company premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential (to the extent possible), investigated

and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report workplace violence or threats or to fully cooperate in the Company's investigation, may result in disciplinary action, up to and including discharge.

Workplace Strike

In the event that the workforce collectively decides to strike and bargaining and negotiations have reached an impasse, the following procedures will assure that the facility will remain open for business.

After alerting the Commissioner's office, the management team will be called to:

- Decide on the priority of work scheduled and designate who will take on key responsibilities
- Determine if replacement workers need to be hired
- Address the extension or reduction of hours of operation
- Address security concerns – do striking workers have access to the dispensary facility? Is there access to confidential information? Is there access to computer information? Is there a potential for vandalism? Do we need to have on-site manned security services?
- Address if legal counsel is needed or required
- Assign one main contact person with the striker's and keep records of all communications;
- Address the practices which caused the workers to strike (what can be altered, improved, or changed if anything)
- Establish who will document all strike incidents, if any, meaning, is there attempted violence, is there attempted access to the building, or is there interference with business practices, customers, and people leaving or coming into the facility?

The work continuity plan to be followed:

- Document the work activities that are critical (the document should include the number of regular staff performing work activities and who will be delegated to perform those functions)
- All safety and security practices must continue to be followed without fail
- Establish status of all inventory, processing, prescriptions, orders, and deliveries
- Identify if critical skills are needed and who might be hired to satisfy the needs for those skills

- Alert the Commissioner's office of any new staff and confirm proper registration with the state

SECTION VI: INSURANCE AND WORKER'S COMPENSATION

Medical Insurance

We do not anticipate commencing with health insurance in 2014 but will expect to have it in place in 2015. The Company aims to provide medical insurance coverage (either by a percentage of financial payment to employees to which the employee will apply toward individual coverage and provide a statement of confirmation from the insurance company or by providing Company medical insurance).

Workers' Compensation

On-the-job injuries are covered by the Company Workers' Compensation insurance policy. This insurance is provided at no cost to the employee(s). If an employee is injured on the job, no matter how slightly, the incident must be reported immediately and in detail to management. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize an employee claim.

It is a critical responsibility of every employee to alert management to any condition that could lead to or contribute to employee accident or harm.

SECTION VII: EMPLOYEE PRIVACY AND CONFIDENTIALITY

Change in Personal Information – Contact Information

In case of personal emergency, the Company requires accuracy and up-to-date personal information.

Changes in name, address, telephone number, cell phone number, email address, marital status, children, emergency contact(s), or changes in next of kin and/or beneficiaries should be given to a member of management in no more than 5 business days from when that change occurred.

Social Security Number Privacy and Protection

To ensure to the extent practicable the confidentiality of employees' and applicants' Social Security Numbers (SSNs) and confidential personal information, no employee may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any employee except in accordance with Company policy. The release of employee SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except where required by law. Internal

access to employee SSNs, driver's license numbers, or financial account numbers is restricted to employees with a legitimate business need for the information.

Employee SSNs and personal information may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include Social Security numbers and personal information will be maintained in accordance with federal and state laws.

Any documents that include employee SSNs or personal information which are to be discarded must be destroyed by shredding paper documents and running a data scrubbing program before disposing of electronic storage media.

Any violation of this policy will result in disciplinary action, up to and including discharge.

Where this Company policy and operating procedures may conflict with state law, the state law shall supersede this policy.

For more information about this policy and the Company's operating procedures, please contact a member of management.

Personnel Files

Upon written request, employees may inspect their own personnel file in accordance with Connecticut State Law. Inspection includes relevant employment information, references from third parties, and certain other documents as allowed by state law. If an employee disagrees with information in their personnel file, the employee may request in writing to get it removed or changed if the Company agrees, or the employee may file a statement explaining their position.

SECTION VIII: GENERAL AND MISCELLANEOUS

Maintaining a Clean Work Environment

At the end of each work day, time is designated for straightening and cleaning all work areas. The Company advocates a clean work environment.

Employees are also responsible for keeping individual work areas clean and clutter free.

Purchasing Inventory

Office Supplies:

Purchasing office supplies, shipping supplies, and other needed materials to efficiently run the office will be the responsibility of the Administrative Assistant.

It is the responsibility of all employees to make the Administrative Assistant aware of low inventories of office supplies, when materials need to be reordered, or to suggest an improved product or to suggest a product(s) that would aid in the Company's efficiency and success.

Company Property/Equipment

Employees are expected to demonstrate proper care when using the Company's property and equipment. No property may be removed from the premises without the proper authorization of management. If an employee loses, breaks, or damages any property, it must be reported to management at once.

Personal Property

The Company is not responsible for loss or damage to personal property.

Valuable personal items, such as purses, cell phones, PDAs, or jewelry, and all other valuables, should be kept in a secured locker or locked drawer.

Lost and Found

Any individual finding misplaced items or looking for lost items should contact the Administrative Assistant.

Meal Time

There is a daily 45-minute paid meal break. Management is responsible for approving the scheduling of this time.

Employees are not permitted to eat at their desks or work spaces during their meal break. Employees remaining on work premises during their meal break may eat in the break room or designated areas.

Break Room

A break room is available for employee use. Although the Company provides general custodial care, employees are expected to clean up after eating. The equipment, counters, tables, etc., in the break room should be kept clean for the next person's use.

The break room refrigerator will be cleaned out on a weekly basis and any items left in the refrigerator beyond 7 days will be subject to disposal.

Bulletin Board

The Company maintains a bulletin board(s) in the Company facility as an important source of information. The bulletin board(s) is to be used solely for Company announcements and

government postings.

Media Contact

All media inquiries regarding the Company and its operations must be referred to David Lipton. Only David Lipton is authorized to make or approve public statements on behalf of the Company. No employee, unless specifically designated by David Lipton, is authorized to make statements on behalf of or as a representative of the Company.

Resignation

Should an employee decide to leave the Company, the employee should provide management with at least two weeks' advance written notice. The Company appreciates your advance notice and this fact and will be noted favorably should the employee ever reapply for employment with the Company.

Employees, who are rehired following a break in service in excess of 90 days, other than an approved leave of absence, must serve a new initial evaluation period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

All Company property must be returned upon discharge. Otherwise, the Company may take action to recoup any replacement costs and/or seek the return of Company property through appropriate legal recourse.

The employee should notify the Company if there is an address changes during the calendar year in which discharge occurs so that tax information will be sent to the proper address.

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I hereby certify that I have read and fully understand the contents of Connecticut Wellness Center’s policies. Furthermore, I acknowledge that I have been given the opportunity to discuss any information contained therein or any concerns that I may have. I certify that my employment and continued employment is based in part upon my willingness to abide by and follow the Company's policies, rules, regulations, and procedures. My signature below certifies my knowledge, acceptance, and adherence to the Company's policies, rules, regulations, and procedures and that the Company's offer of employment was based on my promise to abide by and follow said policies, rules, regulations, and procedures.

I further certify that my application and subsequent acceptance of employment is true and bona fide, and I am dedicated in my interest in working in the position(s) for which I have been employed.

Furthermore, I certify that I have sought and obtained employment with this Company solely to provide me with the benefits of a job and for no other purpose.

I acknowledge that the Company reserves the right to modify or amend its policies at any time, without prior notice. These policies do not create any promises or contractual obligations between this Company and its Employees. At this Company, my employment is at will. This means I am free to terminate my employment at any time, for any reason, with or without cause, and this Company retains the same rights. I further understand and agree that the Owner/President of this Company is the only person who may make an exception to this, including the at-will status of my employment, and it must be in writing and duly executed by the Owner/President of this Company.

ACKNOWLEDGEMENT OF RECEIPT AND REVIEW

I acknowledge that I have read and understand Company policies

Print Name

Signature

_____ (date) _____