GREAT RIVER

GROWERS

GREAT RIVER GROWERS LLC

PRODUCER APPLICATION

Response to RFA #2013-1093772

GREAT RIVER GROWERS LLC - PRODUCER APPLICATION
Response to RFA #2013-1093772

Section A: Business Information of Applicant

1. Complete the Producer License Information Form.

   For applicant's response, please see ***Appendix A*** *attached hereto*.

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

   For applicant's response, please see ***Appendix E*** *attached hereto.*

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

   For applicant's response, please see ***Appendix F*** *attached hereto.*

Section B: Location and Site Plan

Please provide the following information:

1. The location of the proposed facility;

2. Documents sufficient to establish that the applicant is authorized to conduct business in Connecticut and that state and local building, fire and zoning requirements and local ordinances are met for the proposed location of the production facility;
3. If the property is not owned by the applicant, provide a written statement from the property owner and landlord certifying that they have consented to the applicant operating a production facility on the premises;
4. Any text and graphic materials that will be shown on the exterior of the proposed production facility;
5. Photographs of the surrounding neighborhood and businesses sufficient to evaluate the proposed production facility's compatibility with commercial or residential structures already constructed, or under construction, within the immediate neighborhood;
6. A site plan drawn to scale of the proposed production facility showing streets, property lines, buildings, parking areas, and outdoor areas, if applicable, that are within the same block as the production facility;
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 facility location; and
8. A blueprint, or floor plan drawn to scale, of the proposed production facility, which shall at a minimum, show and identify the following:
    a. The location and square footage of the area where marijuana is to be grown;
    b. The square footage of the areas where marijuana is to be harvested;

c. The square footage of the areas where marijuana is to be packaged and labeled;
d. The square footage of the areas where marijuana is to be produced and manufactured;
e. The square footage of the overall production facility;
f. The square footage and location of areas to be used as storerooms or stockrooms;
g. The location of any approved safes or approved vaults that are to be used to store marijuana;
h. The location of the toilet facilities;
i. The location of all break rooms and personal belonging lockers; and
j. The locations of all areas that may contain marijuana or marijuana products that shows walls, partitions, counters and all areas of ingress and egress. Said diagram shall also reflect all production, propagation, vegetation, flowering, harvesting, storage and manufacturing areas.

For applicant's response, please see ***Appendices G-1 – G-8*** *attached hereto.*

Section C: Proposed Business Plan

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

For applicant's response, please see ***Appendix H*** *attached hereto.*

2. Provide the following information, using bullet points wherever possible:
    a. A detailed description of all marijuana products intended to be offered by the producer during the first year of operations and, for each product, provide a sample of the proposed label and identify the type of packaging to be used;
    b. A detailed description of the process that the producer will take to ensure that access to the production facility premises will be limited only to employees;
    c. A detailed description of any air treatment or other system that will be installed and used to reduce off-site odors;
    d. A detailed description of the training and continuing education opportunities that will be provided to the production facility employees; and
    e. A detailed description of any processes or controls that will be implemented to prevent the diversion, theft or loss of marijuana.

For applicant's response, please see ***Appendices I-1 – I-5*** *attached hereto.*

Section D: Proposed Marketing Plan

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

For applicant's response, please see ***Appendix J*** *attached hereto.*

Section E: Financial Statements and Organizational Structure

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

1. Documents such as the articles of incorporation, articles of association, charter, by-laws, partnership agreement, agreements between any two or more members of the applicant that relate in any manner to the assets, property or profit of the applicant or any other comparable documents that set forth the legal structure of the applicant or relate to the organization, management or control of the applicant;
2. A current organizational chart that includes the position descriptions and the names and resumes of persons holding each position to the extent such positions have been filled. To the extent such information is not revealed by their resume, include additional pages with each resume setting out the employee's particular skills, education, experience or significant accomplishments that are relevant to owning or operating a production facility;
3. A copy of all compensation agreements with producer backers, directors, owners, officers, other high-level employees or any other persons required to complete **Appendices B, C or D**;
4. Describe the nature, type, terms covenants and priorities of all outstanding bonds, loans, mortgages, trust deeds, pledges, lines of credit, notes, debentures or other forms of indebtedness issued or executed, or to be issued or executed, in connection with the opening or operating of the proposed production facility;
5. Provide audited financial statements for the previous fiscal year, which shall include, but not be limited to, an income statement, balance sheet, statement of retained

earnings or owners' equity, statement of cash flows, and all notes to such statements and related financial schedules, prepared in accordance with generally 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;

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

For applicant's response, please see ***Appendices K-1 – K-7*** *attached hereto.*

Section F: Agricultural and Production Experience

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

For applicant's response, please see ***Appendix L*** *attached hereto.*

Section G: Product and Site Safety

Provide the following information, using bullet points wherever possible:

1. A detailed description of how the applicant's growing protocol will produce a plant free of mold, disease, heavy metals and other contaminates; and
2. An explanation of how the applicant will limit employee exposure to potentially unsafe chemicals or other unsafe conditions.

For applicant's response, please see ***Appendix M*** *attached hereto.*

Section H: Marijuana Transport

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

For applicant's response, please see ***Appendix N*** *attached hereto.*

Section I: Bonus Points

1. Employee Working Environment Plan: Describe any plans you have to provide a safe, healthy and economically beneficial working environment for your employees, including, but not limited to, your plans regarding workplace safety and

environmental standards, codes of conduct, healthcare benefits, educational benefits, retirement benefits, and wage standards.

For applicant's response, please see ***Appendix O*** *attached hereto.*

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

For applicant's response, please see ***Appendix P*** *attached hereto.*

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

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

For applicant's response, please see ***Appendix Q*** *attached hereto.*

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

For applicant's response, please see ***Appendix R*** *attached hereto.*

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

For applicant's response, please see ***Appendix S*** *attached hereto.*

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

For applicant's response, please see ***Appendix T*** *attached hereto.*

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Appendix A

Producer License Information Form

In re: RFA Section A Question 1

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

Medical Marijuana Program

165 Capitol Avenue, Room 145, Hartford, CT 06106-1630 • (860) 713-6066
E-mail: dcp.mmp@ct.gov • **Website:** www.ct.gov/dcp/mmp

Appendix A
Producer License Information Form

Section A: Business Information

1. Applicant business type:

☐ Sole Proprietorship	☐ Corporation	☒ Limited Liability Co.	☐ Partnership	☐ Limited Liability Partnership	☐ Unincorporated Association	☐ Other: _____

2. Legal Name of Applicant: Great River Growers LLC

3. Trade Name of Applicant: n/a

4. Applicant's Business Address: 1131-O Tolland Turnpike, Suite 296

5. City:	6. State:	7. Zip Code:
Manchester	CT	06042

8. Daytime Telephone Number:	9. E-mail Address:
(203) 442-9000	bmayerson74@gmail.com

10. Applicant's Mailing Address (if different than business address):	11. City:
1131-O Tolland Turnpike, Suite 296	Manchester

12. State:	13. Zip Code:	14. Daytime Telephone Number:	15. Fax Number:
CT	06042	(203) 442-9000	N/A

Section B: Contact Information

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

16. Name of Primary Contact:	17. Primary Contact Title:
Robert K. Mayerson	Member/CFO
18. Primary Contact E-mail Address:	**19. Primary Contact Telephone Number:**
bmayerson74@gmail.com	(978) 771-1434
20. OPTIONAL - Name of Alternate Contact:	**21. Alternate Contact Title:**
Nicholas Vita	Member/CEO
22. Alternate Contact E-mail Address:	**23. Alternate Contact Telephone Number:**
nkvita@col-care.com	(917) 703-9208

Section C: Formation/Incorporation Information

24. Date of Formation/Incorporation:	25. Place of Formation/Incorporation:
October 3, 2013	Connecticut
26. Registered with the Connecticut Secretary of State: ☒ Yes ☐ No	27. Sale and Use Tax Permit Number: 60311057 **Provide a copy of your Sale and Use Tax permit with your application.**

Section D: Proposed Production Facility Information

28. Proposed Production Facility Address: 237 Addison Road			29. City: Windsor
30. State: **CT**	31. Zip Code: 06095	32. Telephone Number: (203) 442-9000	33. Fax Number: N/AN

34. Own or Lease Property: ☐ Own ☒ Lease **Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.**	35. Name of Property Owner: The Real Group, LLC

Section E: Business Association Information

36. Are you associated with any dispensary facility license applicant or other producer license applicant?
☒ Yes ☐ No

If yes, provide the name of all applicants with whom you are associated. Attach additional pages if necessary.

37. Applicant Name: Constitution Care LLC	38. Applicant Type: ☒ Dispensary Facility ☐ Producer
39. Applicant Name:	40. Applicant Type: ☐ Dispensary Facility ☐ Producer

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

41. Establishment of an escrow account, letter of credit or surety bond shall be required prior to issuance of a producer license. Provide the following information and **submit documentation evidencing** an ability to establish and maintain an escrow account, letter of credit or surety bond in the amount of two million dollars ($2,000,000.00), if you are awarded a producer license.

Review the Terms and Conditions of this RFA to ensure that the terms of your escrow account, letter of credit or surety bond will be acceptable.

☒ Escrow Account	☐ Letter of Credit	☐ Surety Bond

42. Financial Institution/Surety Company Name: Morgan Stanley		
43. Address: 590 Madison Avenue, 10th Floor		
44. City: New York	45. State: NY	46. Zip Code: 10022
47. Telephone Number: (212) 315-6358	48. Fax Number:	49. E-mail Address: michael.tuscano@morganstanley.com

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

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

Section H: Proposed Production Facility Business Hours

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

Monday	9:00 am	to 6:00 pm	Friday	9:00 am	to 6:00 pm
Tuesday	9:00 am	to 6:00 pm	Saturday	9:00 am	to 6:00 pm
Wednesday	9:00 am	to 6:00 pm	Sunday	9:00 am	to 6:00 pm
Thursday	9:00 am	to 6:00 pm			

Section I: Other Business Names & Addresses

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

60. Name:	61. Time Period:
N/A	N/A

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

62. Address:	63. Time Period:
N/A	N/A

Section J: Producer Backers

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

Create additional copies of this page if necessary.

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

64. Name:	65. Percentage of ownership
Columbia Care CT LLC	[redacted]

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

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

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

Create additional copies of this page if necessary.

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

66. Name (First, Middle, Last):	67. Title:	68. Role:
Michael Abbott	Member	Chairman
Robert Mayerson	Member	Chief Financial Officer
Nicholas Vita	Member	Chief Executive Officer

Section L: Financial Statement

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

69. Expense Item:	70. Cost: $	71. Source of Funds:
Total Contractor Fees/Wages	$ 35,000.00	Columbia Care CT LLC
Total Legal Fees	$ 13,015.00	Columbia Care CT LLC
	$	
	$	
	$	
	$	
	$	

Section M: Security System

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

72. Primary Security Company Name: Sonitrol New England			
73. Primary Security Company Address (including Apartment or Suite #): 65 Inwood Road			74. City: Rocky Hill
75. State: CT	76. Zip Code: 06067	77. Telephone Number: (860) 247-4500	78. Fax Number:
79. E-mail Address: N/A			
80. Backup Security Company Name: Safe & Sound Connecticut			
81. Backup Security Company Address (including Apartment or Suite #): 363 Woodford Avenue			82. City: Plainville
83. State: CT	84. Zip Code: 06062	85. Telephone Number: (860) 793-9955	86. Fax Number: N/A
87. E-mail Address: N/A			

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

Section N: Legal Proceedings

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

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

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

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

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

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

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

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

Section O: Criminal Actions

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

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

Section P: Criminal Background Check

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

94. Signature:	95. Date Signed:
[redacted]	11/13/2013

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. As the duly authorized representative of the applicant, I hereby make the above certifications on behalf of the applicant.

96. Signature:	97. Date Signed:
[redacted]	11/13/2013

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

GREAT RIVER GROWERS LLC

a domestic limited liability company, were filed in this office on October 03, 2013.

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: October 07, 2013

Business ID: 1119652 Express Certificate Number: 2013293837001

Note: To verify this certificate, visit the web site http://www.concord.sots.ct.gov

STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

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

Corr ID: 1300018525041
Date: 10/29/2013

Dear Taxpayer:

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

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

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

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

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

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

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

Sales and Use

Tax Permit

Use only at this location: Lic Nbr: 1052948

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

Date Issued	Expiration Date	Business Start Date	Connecticut Tax Registration Number
10/28/2013	03/31/2019	04/01/2014	60311057-001

GREAT RIVER GROWERS LLC
GREAT RIVER GROWERS LLC
237 ADDISON RD
WINDSOR CT 06095-2332

GREAT RIVER GROWERS LLC
GREAT RIVER GROWERS LLC
139 STOW RD
HARVARD MA 01451-1832

Kevin B. Sullivan
Commissioner of Revenue Services

This license may not be transferred or assigned.

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

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

GREAT RIVER GROWERS LLC
139 STOW RD
HARVARD MA 01451-1832

Corr ID: 1300018525042
Date: 10/29/2013

Dear Taxpayer:

Your registration application has been processed and your business entity has been assigned CT Tax Registration Number 60311057. The CT Tax Registration Number along with the correct Location Number should be used on any communications with the Department of Revenue Services (DRS). You should advise us promptly of any change in your business activities. Visit the DRS *Welcome New Business* page at **www.ct.gov/welcomenewbusiness** for information specific to filing and payment options, and to obtain valuable tax information.

Tax Registration Number/Location	Tax Type	Filing Frequency	Start Date	Registration Date
60311057 / 000	Business Entity	SEE BELOW	10/03/2013	10/28/2013
60311057 / 000	Non-wage Withholding	QUARTERLY	04/01/2014	10/28/2013
60311057 / 000	Wage Withholding	QUARTERLY	04/01/2014	10/28/2013
60311057 / 001	Sales and Use	QUARTERLY	04/01/2014	10/28/2013

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

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

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

LEASE BETWEEN:

THE REAL GROUP, LLC
AS LESSOR

GREAT RIVER GROWERS LLC
AS LESSEE

PREMISES AT:

237 ADDISON ROAD
WINDSOR, CT

THIS LEASE, dated the __ day of November, 2013, by and between **The Real Group, LLC** a Connecticut limited liability company having an office at c/o The Ferraina Companies, 810 Prospect Hill Road, Windsor, Connecticut 06095 (hereinafter called "**Lessor**") and **Great River Growers, LLC**, a Connecticut limited liability company with offices at 1131-O Tolland Turnpike, Suite 296 Manchester, Connecticut 06042 (hereinafter called "**Lessee**").

WITNESSETH:

WHEREAS, Lessor is the owner of that certain building (the "**Building**") located at property known as 237 Addison Road in the Town of Windsor, Connecticut (the "**Property**"); and

WHEREAS, Lessee desires to hire space in the Building from Lessor, and Lessor desires to let space to Lessee in accordance with the provision of this Lease.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties do hereby agree as follows:

1. **DEMISED PREMISES:** Lessor hereby leases to Lessee and Lessee hereby hires from Lessor the Building more particularly shown on the site plan (the "**Plan**") attached hereto and made a part hereof as **Exhibit A** to be used, subject to the terms of this Lease, for an indoor medicinal marijuana production and distribution facility and related offices and for no other purpose whatsoever. Lessee will make commercially reasonable efforts to cause the use to be licensed by the State of Connecticut through its application, which is due on or before November 15, 2013 and be lawful and legally compliant under Connecticut law. Lessee shall not be obligated to make additional applications for such a producer license if its application to the State of Connecticut on or before November 15, 2013 is not approved and this Lease shall terminate pursuant to Section 2B. "Production" means the manufacture, planting, preparation, cultivation, growing, harvesting, propagation, compounding, conversion or processing of marijuana, either directly or indirectly by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the substances or labeling or relabeling of its container. The space leased to the Lessee is referred to as the "**Demised Premises**". The Demised Premises shall also be deemed to include the loading dock(s) and drive-in door(s) designated on the attached Plan. Lessee shall have the non-exclusive right to use the parking areas and walkways as may be designated by the Lessor from time to time on the Property solely for the purpose for which such common areas are designed and intended to be used (collectively, the "**Common Areas**"). Lessor shall provide the Lessee with twenty seven (27) parking spaces as designated by the Lessor on the attached Plan ("**Lessee's Parking**") for Lessee to park. Lessor shall have the right during the Term of this Lease, in its sole and unfettered discretion, to re-designate Lessee's Parking by providing Lessee a copy of a revised plan showing such designation. Any such re-designation of Lessee's Parking by Lessor shall not reduce the number of spaces to less than twenty seven (27). Lessee shall not be entitled to use the common areas for storage of goods, vehicles, refuse or any other items, or for stacking or queuing of delivery or pickup vehicles. Notwithstanding the foregoing, Lessee shall be entitled to erect security fencing as part of Lessee's Improvements (as hereafter defined) on the Property pursuant to the terms and conditions of this Lease including without limitation Section 9. Lessor reserves the right to alter, modify, enlarge, diminish, reduce or eliminate the Common Areas from time to time in its sole discretion; provided, however, it does not unreasonably and materially interfere with Lessee's use and occupancy of the Demised Premises. If Lessee shall use any of the Common Areas for storage of any items, Lessee shall indemnify Lessor for all liability in connection therewith, and shall pay all fines imposed upon either Lessor or Lessee by any fire, building or other regulatory body, and Lessee shall pay all costs incurred by Lessor to clear and clean the Common Areas and dispose of such items, including but not limited to, a disposal fee of twenty-five dollars ($25.00) for each pallet or other container and fifty dollars ($50.00) for each

drum, together with any additional costs for testing and special disposal, if required (but the reference herein to such remedy shall not imply that Lessee has any such right to so use or store, nor preclude Lessor from exercising any other right or remedy provided hereunder for a breach by Lessee).

2. **TERM:**

A. **Term.** The term ("**Term**") of the Lease is five (5) years and three (3) months commencing, subject to the provisions of Section 8 hereof, on **December 1, 2013** (the "**Commencement Date**") at 12:01 am, and ending on **March 31, 2019**, unless sooner terminated as herein provided. Time is of the essence as to the expiration of the Term of this Lease.

B. **License Contingency**. If the Lessee fails to obtain a producer license ("**Producer License**") from the State of Connecticut pursuant to the regulations contained in C.G.S. Sec 21a-408-1 *et seq.* following its submission of an application on or before November 15, 2013,, this Lease shall terminate and all obligations, including Rent and/or Additional Rent (as both are hereafter defined), except as otherwise provided herein, shall cease (the "**License Contingency**") thirty (30) days after Lessee provides written notice thereof to Lessor (the "**Termination Date**"). Lessee shall provide written notice to the Lessor of the State of Connecticut's decision regarding Lessee's Producer License application within five (5) days after receiving notice thereof. Lessee agrees to keep Lessor reasonably apprised of the status of its Producer License application process. In the event Lessee shall terminate this Lease pursuant to the above License Contingency, Lessee shall vacate the Demised Premises on or before the Termination Date and return same to Lessor in the same condition it was in upon delivery thereof to Lessee, in broom clean condition and free of all of Lessee's property. Lessee shall make no improvements to the Demised Premises prior to receiving notice from the State of Connecticut that the aforesaid Producer License was issued without Lessor's prior written consent, and if so consented to, all such improvements must be removed by Lessee upon Lessor's request and repairs completed if Lessee intends to terminate the Lease pursuant to this License Contingency. Unless and until the Lessee terminates the Lease as provided above, Lessee shall pay any Base Rent or Additional Rent becoming due as provided in Section 3 below. Upon Lessee's receipt of said Producer License or approval of its application therefor (the "**License Contingency Satisfaction Date**"), this License Contingency shall be deemed null and void.

C. **Lessor Termination**. Lessor shall have the right to terminate this Lease at any time throughout the Term hereof, but not before consulting with Lessee (or attempting to consult with Lessee) if (1) in good faith Lessor shall believe that the laws governing Lessee's use of the Demised Premises have changed or are changing to further limit or restrict Lessee's operations resulting in an increase in risk to Lessor's Demised Premises (or that law enforcement agencies' position concerning such laws have changed or are imminently changing) in such a manner, in Lessor's good faith belief, as to increase Lessor, its manager, members or their assets' legal liability or exposure or, (2) if Lessor or Lessee is threatened verbally or in writing, by any governmental agency with civil, criminal or other penalties, fines or charges of any kind on account of Lessee's operations being conducted on the Demised Premises (a "**Threat**"). Without limitation to the generality of the term "Threat", a "Threat" shall include a change in policy or position by any governmental agency regarding increased restrictions or enforcement of marijuana laws and regulations relative to current state law or federal guidance. Notwithstanding any other statement to the contrary in this Lease, in the event Lessor exercises its right to terminate this Lease and no retraction is made by the issuing government agency as aforesaid, Lessor's sole remedy shall be retainer of the security deposit referenced above and notice of no less than sixty (60) calendar days (although this provision shall not be deemed to limit Lessor's rights on account of any other default hereunder).

3. **RENT:**

A. **Base Rent.** Total Base Rent for the Term of this Lease shall be Seven Hundred Thirty-Four Thousand Two Hundred and Fifty and 00/100 ($734,250.00) Dollars payable throughout the Term as follows:

i. Subject to the Abatement Months contemplated in B below, Base Rent for the first twenty seven (27) months ("**Years 1-2**") of the Term of this Lease shall be Three Hundred Thousand Three Hundred and Seventy-Five and 00/100 ($300,375.00) Dollars payable in advance on the first day of each month commencing on the Base Rent Commencement Date (hereinbelow defined) in equal monthly installments of Eleven Thousand One Hundred and Twenty Five and 00/100 ($11,125.00) Dollars.

ii. Base Rent for the twelve months ("**Year 3**") immediately following Years 1-2 shall be One Hundred Forty Thousand One Hundred and Seventy-Five and 00/100 ($140,175.00) Dollars payable in advance on the first day of each month during Year 3 in equal monthly installments of Eleven Thousand Six Hundred and Eighty-One and 25/100 ($11,681.25) Dollars.

iii. Base rent for the twenty four (24) months ("**Years 4-5**") immediately following Year 3 shall be Two Hundred Ninety-Three Thousand Seven Hundred and 00/100 ($293,700.00) Dollars payable in advance on the first day of each month during Years 4-5 in equal monthly installments of Twelve Thousand Two Hundred and Thirty Seven and 50/100 ($12,237.50) Dollars.

Base Rent and all other sums due under this Lease ("**Additional Rent**") shall be payable to Lessor without notice, demand, counterclaim, setoff, deduction, abatement or defense. Base Rent shall commence to be paid in advance on March 1, 2014 (the "**Base Rent Commencement Date**") and continue thereafter on the first day of each month throughout the Term. All other sums due and payable hereunder, including, without limitation, utilities and Common Expenses, shall commence to be due and payable on the Commencement Date.

B. **Abatement.** Provided that Lessee shall not be in default hereof as of the Commencement Date, no Base Rent shall be due for the first three (3) months of the Term of this Lease (the "**Abatement Months**"). Said Abatement shall terminate on February 28, 2014 (the "**Abatement Termination Date**") and Base Rent shall commence to be paid on March 1, 2014 as described above. If at any time Lessee shall be in default of its obligations hereunder, the entire Base Rent otherwise due and payable for the Abatement Months shall become immediately due and payable in addition to any other sums due pursuant to this Lease. Nothing herein shall be deemed to relieve Lessee from its Obligation to pay utilities and Common Expenses as and when the same are due and payable, it being agreed that the aforesaid Abatement is not applicable to utilities or Lessee's Common Expense Charge.

C. **Application of Payments.** No payment by Lessee, or receipt by Lessor, of a lesser amount than the monthly Base Rent herein stipulated plus the Additional Rent which shall become due and payable hereunder shall be deemed to be other than on account of the earliest Base Rent or Additional Rent due hereunder, at the discretion of the Lessor, nor shall any endorsement or statement on any check nor any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy in this Lease or available at law or equity.

D. **Common Expenses.** Lessee covenants and agrees to pay to the Lessor during the Term of this Lease, as Additional Rent payable in advance on the first day of each month, one twelfth (1/12) of annual total Common Expenses (as defined hereinafter) as estimated and billed by Lessor (the "**Common Expense Charge**"). "**Common Expenses**" shall mean any and all costs incurred by the Lessor with respect to the Property for snow removal, landscaping, common area lighting and a management fee in Lessor's customary amount. The Lessee's initial estimated annual Common Expense Charge, one twelfth (1/12) of which is first due and payable by the Lessee on the Commencement Date, is currently estimated on a non-binding basis to be Sixty-One Thousand Six Hundred and Seventy-Seven and 00/100 ($61,677.00) Dollars.

Lessor may alter the amount of said estimated Common Expense Charge from time to time during the Term of this Lease to more closely reflect the actual anticipated Common Expenses provided that Lessor shall notify Lessee of the revised amount. On or before March 1 of each calendar year (or as soon thereafter as is practical), Lessor shall endeavor to deliver to Lessee a statement of Lessee's Common Expenses for the preceding calendar year, provided that the failure of Lessor to so deliver shall in no way be construed as a waiver of Lessor's right to do so at any later date. Such statement shall be deemed accurate and binding upon Lessee. If the actual Common Expenses for the immediately preceding calendar year exceeds the aggregate of the estimated monthly payments made by Lessee for such year, Lessee shall within ten (10) days of the receipt of such statement, tender to Lessor an amount equal to such excess as Additional Rent. If such aggregate of the estimated monthly payments exceeds Lessee's Common Expense Charge for such preceding calendar year, then Lessor shall credit against Lessee's next ensuing monthly installment or installments of Additional Rent an amount equal to such difference until the credit is exhausted.

E. **Rent**. For purposes of this Lease, the term "**Rent**" shall refer to all Base Rent and Additional Rent, and any other sums due hereunder.

4. **EXTENSION OPTION:** Provided that this Lease is in full force and effect, the Lessee is in possession of the Demised Premises and no default by the Lessee under the terms of this Lease exists at the time of exercise of Lessee's option to extend or at the end of the then current Term (as the case may be), the Lessee may extend the Term (the "**Extension Option**") of this Lease for two (2) additional periods of five (5) years each (the "**Extension Period(s)**"). The Lessee may only exercise the Extension Option by notifying the Lessor in writing, not less than twelve (12) months prior to the end of the then current Term. Base Rent during the first Extension Period shall be Eight Hundred One Thousand and 00/100 ($801,000.00) Dollars payable in advance on the first day of each month in equal monthly installments of Thirteen Thousand Three Hundred and Fifty and 00/100 ($13,350.00) Dollars. Base Rent during the second Extension Period shall be Eight Hundred Sixty-Seven Thousand Seven Hundred and Fifty and 00/100 ($867,750.00) Dollars payable in advance on the first day of each month in equal monthly installments of Fourteen Thousand Four Hundred and Sixty-Two and 50/100 ($14,462.50) Dollars. All other terms and conditions of this Lease shall remain the same during the extension period, including, without limitation, the payment of all Additional Rent and other sums due hereunder. Upon the commencement of any such Extension Period, each of Lessor and Lessee, at the request of the other, shall execute an instrument confirming the extension and the new Term hereof although the execution of such instrument shall in no manner be deemed a pre-condition to the effectiveness of the exercise of the Extension Option.

5. **INTENTIONALLY DELETED.**

6. **SECURITY**: Within fifteen (15) days of Lessee receiving its Producer License from the State of Connecticut to operate the production facility on the Demised Premises, Lessee shall pay to the Lessor

an amount equivalent to one month's Base Rent to be held without interest as collateral security for the payment of any Rent and fulfillment of all lease obligations of the Lessee and other sums of money payable by the Lessee under this Lease (the "**Security Deposit**"). Upon exercise of the Extension Option, Lessee shall increase the amount of the Security Deposit to equal the then Base Rent. If at any time during the Term Lessor shall exhaust the Security Deposit, Lessee shall promptly fund the same such that at all times, the Security Deposit shall equal one month's Base Rent as then in effect.

7. **SUBORDINATION**: This Lease is and shall be subordinate to any mortgage or mortgages which now encumber the Demised Premises. This Section shall be self operative and no further instrument of subordination shall be required as to any mortgages which now encumber the Demised Premises. In confirmation of such subordination, Lessee shall promptly execute and deliver an instrument, in recordable form, if required, that Lessor or the holder of any mortgage or of their respective successors in interest may request to evidence such subordination. Lessee may have a non-disturbance agreement from any future mortgagee who holds a mortgage which encumbers the Demised Premises and such agreement shall be in a commercially reasonable form.

8. **DEFAULT:** Remedies. If the Lessee shall, at any time, be in default of the payment of either Rent, Additional Rent or any payments required of Lessee hereunder or any part thereof, for more than fifteen (15) days after the same shall be due hereunder, regardless of whether demand has been made therefor, or if Lessee shall be in breach of any covenants and conditions of this Lease to be kept, observed, and performed by Lessee for more than thirty (30) days after the giving of written notice by the Lessor to the Lessee of such default (provided that Lessor shall not be required to give more than three (3) such written notices per calendar year and no more than one (1) such notice for each such default), provided, however, that if such failure is not reasonably capable of being cured within such thirty (30) day period, then so long as Lessee has commenced curative action within such period and thereafter continues to pursue diligently such curative action, such thirty (30) day period shall be extended for the period necessary to cure such default, but not more than sixty (60) additional days, inclusive of the original 30-day period, Lessor may, at its sole option, elect any of the following remedies:

   A. **Re-Entry**. Re-enter and remove all persons and property from the Demised Premises, subject to the Lessee's obligations pursuant to the regulations contained in C.G.S. Sec 21a-408-1 *et seq.*, including any obligations regarding the legal transport and disposal of medical marijuana. Upon notice from Lessor of Lessor's intent to re-enter and remove all persons and property from the Demised Premises ("**Re-Entry Notice**") pursuant to this subsection A (such Re-Entry Notice only being required in connection with Lessor's rights hereunder and in no event shall said notice procedure create any obligation on Lessor to provide Lessee with notice as a condition or prerequisite to Lessor's exercising or availing itself of any other rights or remedies hereunder), Lessee shall promptly remove medical marijuana pursuant to and as required by the regulations contained in C.G.S. § 21a-408-1 *et seq.*, provided that Lessee shall cause such medical marijuana to be removed no later than thirty (30) days after Lessor shall have given said Re-Entry Notice. After the earlier of Lessee removing all medical marijuana from the Demised Premises, or thirty (30) days following the delivery of the Re-Entry Notice to Lessor, Lessor may possess or repossess itself of the Demised Premises; or

   B. **Termination**. Terminate this Lease, by giving written notice of such termination to Lessee (and no act or omission of Lessor shall be deemed a termination unless expressly stated to be so in writing by Lessor or unless a notice to quit is served upon Lessee). The Term shall cease and expire on the date specified in said notice. Upon the termination of this Lease by Lessor following Lessee's default, or if this Lease is otherwise terminated by operation of law, Lessee shall nevertheless remain liable for all Rent and all other payments or amounts

payable hereunder, then due and payable hereunder as of the Termination Date, together with all damages due or sustained by Lessor prior to such Termination Date or arising as a result of events or conditions occurring or in existence during the Term hereof and prior to or after such Termination Date, and all costs, fees and expenses incurred by Lessor in pursuit of, or in the collection of its remedies hereunder or under any law, or in leasing or attempting to lease all or any portion of the Demised Premises to others from time to time (including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees and all costs of such alterations, repairs, and decorations as Lessor, in its judgment, considers necessary or advisable in connection with such reletting) (all such rent, damages, costs, fees and expenses being referred to herein as the "**Termination Damages**") and, in addition thereto, additional damages (the "**Liquidated Damages**"), which, at the election of Lessor, shall be any of the following:

i. an amount or amounts equal to all Rent (including, without limitation, Base Rent and Additional Rent) which, but for termination, would have been payable to Lessor over the remainder of the Term, reduced by the amount of Rent, if any, which the Lessor shall actually receive from time to time during such period from others to whom the Demised Premises (or any portion thereof) may be rented from time to time. The Lessor shall not be obligated to attempt to collect any rental or other payment obligation from any other party renting all or any portion of the Demised Premises by litigation or otherwise. Such Liquidated Damages shall be computed and payable in monthly installments in the same amount and manner as required under the Lease, with interest on any amount past due and payable charged at the Default Rate of interest , in arrears, on the first day of each calendar month following the Termination Date and shall continue to become due and payable in monthly installments until the date on which the Term would have expired but for such termination and any and all amounts due and payable hereunder, until Lessee shall discharge same by payment to Lessor of the amount due, and any suit or action brought from time to time to collect any such Liquidated Damages for any month or months shall not in any manner prejudice the right of Lessor to collect any Liquidated Damages for any subsequent month or months by a similar proceeding. There shall be added to any payment required to be made hereunder, as additional Liquidated Damages, all reasonable costs, fees and expenses incurred by Lessor during the period preceding the due date of such payment, in pursuit of, or in the collection of any of its remedies hereunder, or under any law, or in leasing or attempting to lease the Demised Premises (or any portion thereof) to others (including, without limitation, all repossession costs, brokerage commissions, fees for legal services in connection with such reletting, and all costs of such alterations, repairs, and decorations as Lessor considers necessary or advisable in connection with such reletting); it being further agreed that if Lessee shall default under the provisions hereof following election by Lessor to proceed under this remedy, then Lessor may proceed under any other remedy available to Lessor hereunder, and without limitation thereto, to declare all sums due under this provision based upon the rents, if any, then being received by Lessor by the new lessee of the Demised Premises or portion thereof leased, to be immediately accelerated, due and payable in full and without discount of any kind and Lessee agrees that this is a fair and reasonable remedy for Lessor to receive under such circumstance; or

ii. an amount equal to the present value (as of the Termination Date) of all Rent which, but for the termination of this Lease, would have become due during the remainder of the Term, reduced by an amount equal to the present value of the net rents for the Demised Premises which Lessor could reasonably be expected to actually receive over the remainder of the Term (with due consideration given to the required marketing time and other costs required to re-let the Demised Premises), as determined by an independent

real estate appraiser named by Lessor, in which case such Liquidated Damages shall be payable to Lessor in one lump sum on demand made by Lessor at any time and shall bear interest at the Default Rate of interest from the Termination Date until paid. For purposes of this clause (ii), present value shall be computed by the application of a discount rate equal to the discount rate selected by Lessor in effect at the time of Lessor's notice of termination, at the Federal Reserve Bank located in Boston, Massachusetts; or

C. **No Termination.** Not terminate the Lease, and continue to collect all Rent due Lessor (together with all costs of collection) and enforce Lessee's obligations thereunder, as and when the same become due; or

D. **Re-let on Behalf of Lessee.** Not terminate the Lease, and make such alterations and repairs as Lessor deems necessary in order to relet the Demised Premises, and relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; and upon each such reletting all rentals actually received by Lessor from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including customary brokerage fees and reasonable attorneys' fees and reasonable costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; fourth to payment of future Rent as the same may become due and payable hereunder; and the residue, if any, to Lessor; it being agreed that under no circumstances shall Lessee benefit from its default or from any increases in market rents. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any deficiency to Lessor. Such deficiency shall be calculated by Lessor and due monthly, and shall accrue interest at the Default Rate of interest until paid.

Interest on Unpaid Sums. If Lessee fails to pay, when demanded by Lessor, any Base Rent, Additional Rent or other amounts, sums or charges, the unpaid amounts shall bear interest from the date due to the date of payment, at the Default Rate of interest which for purposes hereof, shall be deemed to be 10% annually, simple interest, or if less, the maximum rate allowed by law (the "**Default Rate**").

Other Remedies. In addition to and without limitation to the preceding, Lessor shall have all the rights and remedies available to it at law and in equity. Nothing herein shall be deemed to limit Lessor's rights and remedies at law or equity.

Costs and Expenses of Enforcement. Without limitation to any and all remedies afforded Lessor hereunder or at law and equity, in the event Lessee shall default in any of the terms, covenants and conditions of this Lease on Lessee's part to be kept or performed, Lessee shall, in addition to any other sums due hereunder, pay, discharge and reimburse Lessor for any and all costs and expenses incurred or expended by Lessor in connection therewith, including but not limited to, costs of litigation and reasonable attorneys' fees as well as costs incurred by Lessor in repairing the Demised Premises, renovating and making the Demised Premises ready for another Lessee, brokerage fees and other leasing commissions, marketing fees, legal fees to negotiate new occupancy agreements, rental incentives given to attract a new occupant or occupants, and any and all other costs and expenses. Costs incurred by Lessor prior to commencement of litigation, including demand being made upon Lessee, review of lease and other costs, if incurred in connection with a failure to comply with Lessee's obligations hereunder shall be subject to reimbursement to Lessor as aforesaid. Such

sums shall be deemed Additional Rent due and payable from Lessee promptly upon Lessor's demand therefor.

Redemption Waivers. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Lessee is evicted or dispossessed for any cause, or in the event Lessor obtains possession of the Demised Premises by reason of the violation by Lessee of any of the covenants or conditions of this Lease beyond any applicable grace period.

No Waiver by Lessor. No receipt of moneys by Lessor from Lessee after termination of this Lease, or after the giving of any notice of termination of this Lease, shall reinstate, continue or extend the Term of this Lease or affect any notice theretofore given to Lessee, or operate as a waiver of the right of Lessor to recover possession of the Demised Premises by proper remedy, except as herein otherwise expressly provided, it being agreed that after the service of notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order or judgment for the possession of said premises, Lessor may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of said Demised Premises or, at the election of Lessor, on account of Lessee's liability hereunder.

Lessor's Right to Seek Injunction. In the event of any breach or threatened breach by Lessee of any of the covenants, agreements or conditions herein, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise.

Rights Cumulative. Any and all rights and remedies which Lessor may have under this Lease, and at law and equity, shall be cumulative, non-exclusive, and shall not be deemed inconsistent with each other, and any one or more of all such rights and remedies may be exercised at the same time or from time to time insofar as not expressly prohibited by law. Lessor expressly reserves all rights at law and equity.

Mitigation of Damages. Notwithstanding anything to the contrary contained herein, in the event Lessor shall terminate this Lease hereunder, Lessor hereby covenants and agrees to use reasonable efforts to mitigate its damages, which reasonable efforts shall include, without limitation, using commercially reasonable efforts to relet the Demised Premises upon commercially reasonable terms.

Failure to Enforce Not A Waiver. The failure of Lessor or Lessee to insist in any one or more instances upon the strict performance of any one or more of the respective obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Lessor's Right to Cure. If Lessee shall default in the performance of any of Lessee's obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice.

Lessor's Default. Lessor shall not be in default unless it fails to perform the obligations required of Lessor by this Lease Agreement within thirty (30) days after written notice by Lessee to Lessor specifying which obligation(s) Lessor has failed to perform. Provided, however, that if the nature of the specified obligation(s) is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if it commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. If Lessor has not cured or commenced to cure the

default set forth in said notice within said 30-day period, Lessee may cure such default at Lessor's expense but Lessee shall have no offset right therefor. Lessee may seek redress therefor in a court of competent jurisdiction.

9. **LESSEE IMPROVEMENTS**: The Lessee agrees to accept the Demised Premises, the Common Area and all improvements located thereon, in their then as-is condition. Lessee shall be entitled to make improvements, additions, or alterations ("**Lessee Improvements**") to the Demised Premises with the approval of Lessor. Lessor's approval of non-structural, interior Lessee Improvements shall not be unreasonably withheld, but Lessor's approval of any structural or exterior Lessee Improvements may be withheld by Lessor in Lessor's sole and unfettered discretion for any reason or no reason at all. If consent and approval is granted, all such Lessee Improvements shall be completed in a good workman like manner with first class materials and workmanship by a licensed contractor and compliant with all applicable codes, laws and regulations. At the time Lessor's approval of any Lessee Improvement is sought, Lessee shall submit to Lessor plans and specifications for such work. At Lessor's option, any Improvements made to the Premises by Lessee shall remain a part of the Premises and be surrendered therewith upon the expiration or termination of this Lease, except as otherwise agreed to in writing between Lessee and Lessor; otherwise Lessee shall remove any Improvements not so designated by Lessor. Any Lessee Improvements shall be at Lessee's sole expense. Lessee Improvements shall include without limitation, air-conditioning to the rear of the Demised Premises, upgrade the Demised Premises' electrical system and installation of Security fencing around the Lessee's designated loading area.

10. **PERMITS**. Lessee, before undertaking any alterations, installations or improvements permitted under this Lease, shall, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies necessary or required in connection with any such work and the use of the Demised Premises or occupancy thereof, and upon completion shall deliver promptly duplicates of all such permits, approval and certificates to Lessor. If Lessee is unable to secure all required licenses, permits and approvals from applicable governmental authorities necessary to build, open and operate the Demised Premises, then Lessee may terminate this Lease upon written notice to Lessor, provided that such notice of termination is given prior to the License Contingency Satisfaction Date. If Lessee fails to give Lessor written notice of termination pursuant hereto on or before the License Contingency Satisfaction Date, this contingency shall be deemed null and void. Lessee shall make all commercially reasonable efforts to obtain such licenses, permits and approvals from governmental authorities in a timely manner. If Lessee is unable to obtain all permits and approvals from applicable governmental authorities necessary to complete Lessee's improvements, Lessor shall have the right, but not the obligation, to pursue such permits or approvals on behalf of Lessee.

11. **LESSEE'S OBLIGATIONS:**

A. Except as noted herein, Lessee covenants and agrees to pay for and do the following:

i. Pay expenses for the repair and maintenance of the mechanical units for heating, ventilation and air conditioning of the Demised Premises. Notwithstanding the above, Lessee shall not be responsible for any replacement of any capital improvements including but not limited to any mechanical, electrical, heating, plumbing or Building systems unless the same are damaged by Lessee's negligent or intentional act or omission. Furthermore, Lessor shall be responsible for any repairs or replacement to the HVAC systems costing more than twenty five hundred and 0/100 ($2,500.00) Dollars in any twelve (12) month period excluding therefrom the cost and expense of any regular maintenance contracts.

ii. Maintain all lighting fixtures, ballasts and bulbs and pay for all interior repair and maintenance to Demised Premises. Lessee shall be responsible for maintaining the Demised Premises in good operating condition and repair through the Term hereof. The Lessee will hold harmless, defend and indemnify the Lessor for any damages or harm to health, life or property resulting from the use of the Demised Premises. Notwithstanding the above, Lessee shall not be required to maintain, repair or replace the roof, exterior walls, foundation and parking lots, except to the extent damage is caused by the Lessee's negligent or intentional acts or omissions. Lessee shall not make any alterations to the Demised Premises without Lessor's prior consent.

iii. Pay for all fuel, gas, telephone and electric and other utility costs for the Demised Premises. Lessee shall contract directly with all utilities companies providing utilities to the Demised Premises and shall pay directly as and when the same shall be due and payable, all charges for utilities used at the Demised Premises. Lessor shall have no liability or obligation of any kind with respect thereto. If any utilities are not separately metered, Lessor shall have the right to determine Lessee's consumption by either submetering, survey or other methods designed to measure consumption with reasonable accuracy and Lessee shall pay the amount determined to be due thereon as and when billed by Lessor therefor, payment to be due and payable within thirty (30) days of Lessor's invoice therefor.

iv. Pay domestic water and sewer usage for the Demised Premises.

v. Repair all broken window glass and doors. Repair all damage that may happen to the gas and water pipes and electrical wiring located in the Demised Premises, caused by act or omission of the Lessee or of its agents, servants, employees, invites, occupants or users of the Demised Premises.

vi. Agree to any and all safety and health requirements of the Federal, State and local authorities and pertinent insurance companies. Lessee shall not be required to make any alterations, additions or improvements to the Demised Premises to so comply unless said alterations, additions or improvements are required by reason of Lessee's particular use of the Demised Premises.

vii. Insurance – At all times during the Term of this Lease, Lessee shall, at its own cost and expense, carry and maintain the following insurance naming Lessor, the holders of any mortgage covering the Property, the Building and the Demised Premises and such other parties as Lessor shall designate, as their respective interest may appear, as additional insureds under additional insured endorsement CG 20 10, its equivalent or better:

Commercial General Liability. Commercial General Liability insurance coverage, written on an occurrence form, including, without limitation, coverage for bodily injury, personal injury, property damage, contractual liability and such other coverages as are available under an ISO CG 00 01 12/07 policy form, its equivalent or better, with limits of not less than $2,000,000 per occurrence, general aggregate and products completed operations aggregate.

Building and Personal Property Coverage Form. Building and Personal Property Coverage Form, Special Form, coverage including but not limited to, fire, vandalism, theft, with extended coverage, on the property of and improvements by Lessee at, in and to the Demised Premises, containing a waiver of subrogation clause with respect to all claims against Lessor and any other additional insured identified as described above.

Additional Insurance. If the insurance amounts or forms of coverage referred to in this Lease become in Lessor's sole judgment commercially inadequate, Lessee agrees to promptly procure and maintain the amounts and types of insurance as and when reasonably requested by Lessor.

Evidence of Insurance. Lessee shall procure policies for all such insurance for periods of not less than one year and shall promptly deliver to Lessor original policies (or with Lessor's prior permission, certificates or memoranda of such policies) with evidence of the payment of premiums thereon and shall procure renewals thereof from time to time at least thirty (30) days before the expiration thereof. All insurance shall be in such forms, and shall be issued by such responsible companies, as are first approved by Lessor in writing and subject to Lessor's agreement otherwise, with ratings by A.M. Best of not less than A IX or better. Prior to the Commencement Date, Lessee shall deliver to Lessor evidence of insurance on Accord 28 and Accord 25.

Collection of Insurance Proceeds. Lessee shall cooperate with Lessor in connection with the collection of any insurance proceeds and awards that may be due in the event of loss and Lessee shall execute and deliver to Lessor such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance moneys. The loss under policies insuring against damage to the Demised Premises by fire or other casualty shall be payable to Lessor, and if requested by Lessor, to the holder of any such mortgage as their interests may appear.

Lessor Protective Endorsements and General Requirements. Every policy of insurance referred to in this Lease and each certificate therefor issued by the insurer shall (i) contain an express agreement by the insurer that no cancellation, nonrenewal or reduction in the coverage afforded under said policies will be effective until at least ten (10) days' prior written notice of such cancellation, non-renewal, or reduction has been given to Lessor (and shall be so endorsed with evidence thereof provided to Lessor prior execution hereof and thereafter prior to renewal thereof); (ii) contain a standard mortgagee and loss payable clause in favor of Lessor and any mortgagee designated by Lessor, (iii) state that Lessor's and such Mortgagee's rights shall not be prejudiced by the actions or omissions of the Lessee or any other insured party thereunder; (iv) be on a replacement cost basis; (v) be in such amount as to preclude application of any co-insurance provisions; (vi) shall not contain any retained risk and shall limit deductibles thereunder to $10,000 or less; (vii) be primary such that Lessor's insurance shall not be required to respond to the insured claim; (viii) waive subrogation against Lessor and the other additional insureds identified above; and (ix) be on an occurrence basis. Lessee's coverages shall not be on a blanket basis unless Lessor shall consent in advance and if such consent is so granted, then Lessee shall procure a so-called "per location endorsement" requiring that the aforesaid aggregate limits be fully applicable and available to the Demised Premises, Building and property therein. Lessor and any mortgagee identified by Lessor shall have the absolute right at their discretion: (i) to pay premiums thereon; (ii) submit proof of loss to the exclusion of Lessee; (iii) to adjust insurance claims and proceeds; and (iv) to notify the insurance carrier of changes in ownership or hazards. Lessee shall promptly advise Lessor of any policy cancellation, reduction, non-renewal, or amendment.

viii. **No Violations.** Lessee shall not violate or permit to be violated any of the conditions or provisions of any such policy, and Lessee shall so perform and satisfy the requirements of the companies writing such policies such that at all times companies of good standing reasonably satisfactory to Lessor shall be willing to write and/or continue such insurance.

ix. **Failure to Procure**. Fail to obtain or maintain in full force and effect any or all of the insurance policies and coverage required of it hereunder, or should Lessee violate any of the provisions hereof, Lessor, at its election after ten (10) days written notice to Lessee (or sooner if deemed an emergency by Lessor), and as agent for Lessee, may obtain such insurance or coverage, or additional insurance or coverage as the case may be, pay the premiums thereon or take such other steps as may be necessary to meet the requirements of this Article and thereafter, upon demand, obtain reimbursement of the costs so expended from Lessee. The failure of Lessor to obtain evidence of the required insurance coverage shall not relieve Lessee of its obligations under this Article.

x. **Compliance**. Lessee shall not do, or permit anything to be done, or keep or permit anything to be kept in the Demised Premises which would increase the insurance rate on the Building, the Common Areas, or the Property over the rate which would otherwise then be in or which would result in insurance companies of good standing refusing to insure the same in amounts and at normal rates reasonably satisfactory to Lessor.

xi. Supply, place, locate and maintain fire extinguishers, and all necessary fire, safety and security equipment required by O.S.H.A., or any other government authority, for the Demised Premises.

xii. Comply with all environmental laws, rules, ordinances and regulations of the federal, state and local governments and inform Lessor of any spills or orders of such government. Lessee shall not generate any hazardous materials, as that term may be defined in any laws, rules, ordinances and regulations of the federal, state and local governments. Lessee agrees that it shall not cause the Demised Premises to be deemed an "establishment" as that term is defined in the Connecticut Transfer Act. Without limitation to the preceding, Lessee specifically agrees to comply with all applicable laws, licenses, permits, approvals and regulations concerning its operations at the Demised Premises except those Federal laws prohibiting Lessee's medical marijuana business and operation; provided that Lessee shall follow and comply with guidance, and implement best practices and recommendations, which may from time to time be provided by governmental agencies and authorities regarding the "permitted" violation of said Federal laws and regulations necessary to Lessee's operations and use of the Demised Premises including, but not limited to, the U.S. Department of Justice, Office of the Deputy Attorney General's "Memorandum for all United States Attorneys: Guidance Regarding Marijuana Enforcement" dated August 29, 2013.

B. The Lessee agrees that it will promptly and at any time when requested by the Lessor, execute any and all instruments that may be necessary to permit the Lessor to mortgage the Property or increase the amount of the present mortgage or mortgages, if any, on the real property in which the Demised Premises are located, which new, substituted or increased mortgage shall have priority over this Lease. Lessor agrees at any time and from time to time as requested by the Lessor, upon not less than ten (10) days' prior notice, to execute and deliver to Lessor a statement ("**Estoppel Certificate**") in a form requested by Lessor or, on any other form requested by Lessor's lenders. It is intended that any such Estoppel Certificate delivered pursuant hereto may be relied upon by Lessor and others with whom Lessor may be dealing. Lessee hereby names Lessor as its irrevocable attorney in fact to execute whatever documents it deems necessary to accomplish this subordination.

C. Lessee further covenants and agrees to comply with and conform to all the laws and regulations of the United States, State of Connecticut and the ordinances, bylaws, rules and regulations of

the Town of Windsor, relating to environment, health, nuisance, fire, highway, sidewalks and zoning insofar and to save the Lessor harmless, defend and indemnify from and with respect to all fines, penalties, costs, liens or assessment for violation of or noncompliance with the same.

D. At the expiration of the Lease term or other termination of this Lease or extension hereof, the Lessee will quit and surrender the Demised Premises in as good state and condition as when leased, reasonable use and wear thereof excepted. Lessor, Lessor's agents or servants shall have the right to enter said Demised Premises for purposes of showing the same to applicants for hiring the same, at any time during the last six (6) months of said term, and to enter at all reasonable times to make necessary inspection and repairs; and to show at all reasonable time the herein leased Demised Premises to potential purchasers of the same. Except in the event of emergency or Lessee's uncured default following notice, in order to avoid conflict with state regulations, Lessee must accompany Lessor during all such visits and Lessor shall endeavor to schedule such visits at a time that is convenient for Lessee.

E. Lessee will do nothing to increase the insurance premiums on the Demised Premises or on the building of which the Demised Premises is a part. If due to Lessee's occupancy, the cost of insurance on the Demised Premises or the building of which the Demised Premises is a part is increased, then Lessee shall pay to Lessor the amount of such increase in the premiums immediately upon receipt of notice from Lessor.

12. **POSSESSION:**

A. Lessor shall give possession of the Demised Premises to the Lessee on the Commencement Date. In the event that Lessor fails to give possession to the Lessee on the Commence Date, or the Building's structural, mechanical, lighting and Building systems are not in working condition on the Commencement Date, the Rent reserved and covenanted to be paid herein shall not commence until the Lessor delivers possession of the Demised Premises to the Lessee and the Abatement Termination Date shall be extended by one day for each day the Lessor fails to give possession of the Demised Premises to the Lessee. No such failure to give possession on the Commencement Date shall in any other respect affect the validity of this Lease or the obligation of the Lessee hereunder, nor shall the same be construed in any way to extend the term of this Lease. Lessor shall have the right to terminate this Lease if there is a dispute between Lessor and Lessee as to the condition of the Demised Premises and whether or not delivery has occurred.

13. **FIRE OR OTHER CASUALTY:** Except for damage caused by the Lessee or its agents, in case of damage to the Demised Premises or the building by fire or other casualty, Lessee shall promptly give notice to Lessor, who shall thereupon commence repair of the Demised Premises or the Building within ninety (90) days of Lessor's receipt of all insurance proceeds, subject to delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Lessor, the damage at the expense of the Lessor to the extent of available insurance proceeds. Should the net amount of insurance proceeds available to the Lessor be insufficient to cover the cost of restoring the damage in the estimate of the Lessor, the Lessor may, but shall have no obligation to, supply the amount of such insufficiency and restore the Demised Premises with all reasonable diligence or the Lessor may terminate this Lease by giving notice to the Lessee after the Lessor has determined the estimated net amount of insurance proceeds available to the Lessor and the estimated cost of such restoration.

In the event that the Demised Premises are rendered un-leasable, and Lessor has not elected to terminate this Lease pursuant to this Section 12, the rent shall proportionately abate. In the event the damage shall be so extensive that the Lessor shall decide not to repair or rebuild, in Lessor's sole and unfettered discretion, this Lease shall, at the option of the Lessor, be terminated as of the date of such damage by

written notice from the Lessor to the Lessee. If such repair or rebuilding has not commenced within ninety (90) days of Lessor's receipt of all insurance proceeds and not completed within Two Hundred and Seventy (270) days of Lessor's receipt of all insurance proceeds, then Lessee shall have the right to terminate this Lease (unless the repairs shall be substantially completed prior to such termination). In the event that Lessor elects to terminate this Lease pursuant to this Section 12, the rent shall be adjusted to the date of such damage and Lessee shall thereupon promptly vacate the Demised Premises.

14. **BROKERAGE COMMISSION:** Lessee warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except Bill Bronson and Jeff Livingston of CB Richard Ellis-N.E. Partners, LP. Lessee shall indemnify and hold Lessor harmless, defend and indemnify from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Lessee.

15. **EMINENT DOMAIN:** In the event the land, real property or the building on or in which the Demised Premises are located shall be condemned in whole or in part by any governmental authority, national, state or local, or shall be sold to the condemning authority under the threat of condemnation or by reason of proposed condemnation, then in such event this Lease upon actual notice of condemnation shall forthwith terminate at the written election of the Lessor delivered to the Lessee within ninety (90) days of such condemnation and each of the parties hereto shall be relieved and released of any and all liabilities, claims and rights hereunder and against each other, or their heirs, representatives or assigns. In the event the Demised Premises shall be condemned in whole or in part by any governmental authority, national, state or local, or shall be sold to the condemning authority under the threat of condemnation or by reason of proposed condemnation and such taking results in Lessee being completely unable to continue its operation on the Demised Premises, then in such event this Lease upon actual notice of condemnation shall forthwith terminate at the written election of the Lessee delivered to the Lessor within ninety (90) days of such condemnation and each of the parties hereto shall be relieved and released of any and all liabilities, claims and rights hereunder and against each other, or their heirs, representatives or assigns. If the Demised Premises are not condemned or sold in whole and the remaining property is sufficient for the Lessee to continue in its use, then rent may proportionally abate to compensate the Lessee for any loss of its leasehold interest. Lessee may pursue any cause of action against the condemning authority.

16. **LIABILITY:** The Lessor shall not be responsible for any personal injury or damage to the Demised Premises or to the goods, wares, merchandise and property of the Lessee or any other person contained therein arising from or caused by the electric wiring, plumbing, water, gas, stream, sewer or other pipes or by machinery or apparatus or by leakage, running or overflow of water or sewer, vandalism or public disorder, in any part of said Demised Premises or by any defects in, or leakage in, or breaking of the same, or for any injury or damage by or arising from fire, lightning, wind, water, rain, snow or ice beating upon or coming through the skylights, trapdoors, windows or otherwise, or from any other action of the elements, or any injury or damage caused by or arising from the acts or omissions of any other occupants of the building of which the Demised Premises forms a part.

17. **SIGN:** The Lessor agrees that the Lessee may install signage on the Building and pylon signage. Such signage shall conform to and comply with all of the requirements of the Town of Windsor, be at Lessee's sole cost and expense and be approved and authorized by the Lessor. Upon removal of such sign Lessee shall leave said building in substantially the same condition as it was prior to the erection of such sign. Lessee agrees that the Lessor must approve size, shape and type of sign prior to erection. Such approval shall not be unreasonably withheld.

18. **QUIET ENJOYMENT:** Lessor covenants with the said Lessee that Lessor has good right to lease said Demised Premises in manner aforesaid, and that Lessor will suffer and permit said Lessee (its keeping

all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said Demised Premises during the term aforesaid, without hindrance or molestation from Lessor or any person claiming from or under Lessor.

19. **HOLDING OVER:** In the event the Lessee shall hold over the Demised Premises after the expiration or earlier termination of this Lease or extension thereof without written consent of the Lessor, the said Lessee shall hold said Demised Premises as a month-to-month tenant upon the same terms, and under the same conditions and agreements as are in this instrument contained - except that the Base Rent shall be One Hundred and Fifty (150%) Percent of the Base Rent previously paid - and no holding over by the Lessee shall operate to renew this Lease without written consent of the Lessor except on a month-to-month basis.

20. **INSOLVENCY:** In the event of the receivership, insolvency, assignment of assets for benefit or creditors, voluntary or involuntary bankruptcy or reorganization of any kind, of or by Lessee, then upon the happening of any such events, this Lease shall be immediately expire and terminate, but this provision for a termination of this Lease shall not be construed so as to prevent the Lessor from recovering damages, which it may sustain for failure on the part of the Lessee to perform any of the covenants in this Lease contained. It is further agreed between the parties hereto that the Lessor shall be under no obligation to accept as a Lessee any assignee for benefit of creditors or any insolvency or bankruptcy receiver or trustee or any purchaser of the lease from any such assignee, receiver or trustee.

21. **NO WAIVER:** The failure on the part of either party to act upon breach of any of the covenants of this Lease by the other shall in no way constitute a waiver of the rights of the non-defaulting party to act upon such default; at any time in the future nor shall such failure to act prevent the Lessor from acting in the event of any other or future breach of the covenants. Any and all rights and remedies herein created for the Lessor shall be cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

22. **ENTIRE AGREEMENT:** The Lease contains all of the agreements, negotiations and understandings between the parties hereto and all the same have been merged into and made a part of this Lease.

23. **NOTICES:** Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing, (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made, if sent postage prepaid, by registered mail, by certified mail or by overnight courier service marked for next business day delivery, return receipt requested, addressed to the other party at the address hereinafter set forth, and shall be deemed to have been given, rendered or made on the date of receipt or refusal or attempted delivery. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demand or other communications intended for it.

Address of Lessee to Which Notices Shall be Sent.

Great River Growers, LLC
Robert K. Mayerson, Manager
139 Stow Road
Harvard, MA 01451

Address of Lessor to Which Notices Shall be Sent.

The Real Group
c/o The Ferraina Companies

Attn: Dan and Craig Ferraina
810 Prospect Hill Road
Windsor, CT 06095

24. **ADDITIONAL RENT:** Any and all payments payable by Lessee under this Lease shall be deemed Additional Rent and Lessor reserves the same rights and remedies against the Lessee for default in making any such payments as the Lessor shall have for default in the payment of rent; including, but not limited to, the right to seek and recover such payments as rent under any applicable provisions of the Federal Bankruptcy Code and late charges.

25. **RECYCLING:**

A. **Lessee's duties.** Lessee agrees to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Lessee shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by Lessor for the sorting and separating of such designated recyclable materials. Lessee shall be responsible for its own waste and trash removal, consistent with any requirements of Lessor concerning the frequency of such removal and location of same pending removal.

B. **Lessor's rights if Lessee fails to comply.** Lessor reserves the right, where permitted by law, to refuse to collect or accept from Lessee any waste products, garbage, refuse, or trash which is not separated and sorted as required by law, and to require Lessee to arrange for such collection, at Lessee's sole cost and expense, using a contractor satisfactory to Lessor.

C. **Fines and penalties; indemnification of Lessor.** Lessee shall pay all costs, expenses, fines, penalties, or damages imposed on Lessor or Lessee by reason of Lessee's failure to comply with Paragraphs A and B above, and shall indemnify, defend, and hold Lessor harmless from and against all suits arising from such noncompliance, using counsel reasonably satisfactory to Lessor, if Lessor so elects. Lessee's noncompliance with Paragraphs A, B or C shall constitute a violation of a substantial obligation of the tenancy and Lessor's rules and regulations. Lessee shall be liable to Lessee for any costs or expenses, including attorneys' fees, of any action or proceeding by Lessor against Lessee, based upon Lessee's breach of Paragraphs A, B or C.

26. **ASSIGNMENT/SALE:** Lessee shall have the right to assign or sublet all or any part of the Demised Premises only with the written consent of the Lessor, which consent shall not be unreasonably withheld. Such assignment or subletting shall not relieve or release the Lessee from any of the terms and conditions of this Lease. Notwithstanding anything herein to the contrary, the Lessee may, without Lessor's consent but with prior notice to Lessor, assign this Lease or sublet all or any portion of the Demised Premises to any business entity that controls, is controlled by or is under common control with Lessee.

Lessor may sell, transfer, mortgage, convey or assign its interest in the Property of which the Demised Premises forms a part. Such transfer shall relieve the Lessor of all further obligation under this Lease, such obligations having been transferred to the new owner. Lessee agrees that the lien of its lease is and shall be subordinate to the lien of any mortgage placed by the Lessor on the Demised Premises and shall execute such documents as are deemed necessary to evidence such subordination.

27. **HAZARDOUS SUBSTANCES INDEMNIFICATION:** Lessee shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Demised Premises or in the property or building containing the Demised Premises. Lessee shall not do nor allow anyone

else to do anything affecting the Property that is in violation of any federal, state, local or municipal environmental laws. The preceding two sentences shall not apply to the presence, use or storage in the Demised Premises of small quantities of Hazard Substances that are generally recognized to be appropriate for the normal maintenance of the Demised Premises and the fixtures contained therein.

Lessee shall not request or apply for any license, permit or permission from any governmental or regulatory authority having jurisdiction over any environmental matter until written consent to such license, permit or permission has been obtained from the Lessor. Lessee shall promptly give Lessor written notice of any correspondence from or any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Demised Premises and any Hazardous Substance or Environmental Law. If Lessee is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Demised Premises is necessary, Lessee shall promptly take all necessary remedial actions in accordance with such notice and shall immediately notify Lessor.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances now or hereafter regulated by federal, state and local agencies and by any Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Lessee covenants and agrees to hold Lessor harmless, defend and indemnify from any liability, cost or expense for injuries, claims or damages to any person or property on or about the Demised Premises from any cause, including the use, storage or disposal on the Demised Premises of any toxic or hazardous substances by Lessee or its employees or agents.

28. **INDEMNIFICATION:** Lessee hereby agrees to save, indemnify and hold Lessor harmless from all costs and expenses, including reasonable attorney's fees, incurred in defense or payment of any claim or demand arising out of Lessee's use and occupancy of the Demised Premises, including without limitation, claims for losses or damages by Lessee's agents, employees or invitees or their personal property.

29. **LATE CHARGE**: Lessee shall pay to Lessor a late charge of five (5.0%) percent of all sums due hereunder not received by the Lessor by the tenth (10th) day of the calendar month.

30. **FORCE MAJEURE**: In any case where Lessor is required to do any act, the time for such performance shall be extended by the period of delays caused by fire or other casualty, labor difficulties, weather, shortages of labor, materials or equipment, government regulations or other causes beyond the reasonable control of such party.

31. **ELECTRONIC SIGNATURE.** This Lease may be executed in one or more counterparts and shall be effective when each party hereto shall have executed at least one counterpart hereof and delivered same with their signature affixed hereto to the other party. It is the intent and agreement of each party hereto that if any signature hereon is not an original, but is a digital, mechanical, or electronic reproduction (such as, without limitation, a photocopy, fax, email, PDF, Adobe image, jpeg, telegram, telex, or telecopy), then such signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory and each party may rely upon such instrument as an original for all purposes. The parties agree that such signatures may be exchanged between themselves and/or their legal counsel and assembled into multiple fully executed copies of this Agreement, each of which being deemed one and the same original for all purposes. Without limitation to the preceding, emails of this Lease containing an image

of one or more signatures hereon emailed between legal counsel for the parties at dglissman@mrglaw.com and joemoen@gmail.com are intended to be legally binding and enforceable on all parties hereto.

32. **RULES AND REGULATIONS**: Lessee shall observe the rules and regulations as from time to time may hereafter be put in effect by Lessor for the general safety, comfort and convenience of Lessee and other lessees. Any failure by Lessor to enforce any rules and regulations against Lessee or any other lessee shall not constitute a waiver thereof. The Lessor shall enforce these rules and regulations in accordance with the statutes of Connecticut and in a non-discriminatory manner.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

Lessor:

The Real Group, LLC

[redacted]

Daniel J. Ferraina
Its Manager

Lessee:

Great River Growers, LLC

[redacted]

By: [redacted]

Robert K. Mayerson
Its Manager

Exhibit A
Site Plan Showing Demised Premises and Parking Area with 27 Spaces

EXHIBIT A

[redacted]

Tenant Parking

COL CARE (Delaware) LLC
130 West 57th Street, Suite 9B
New York, NY 10019

Irrevocable Escrow Financing Agreement

This Escrow Financing Agreement, dated **November 1, 2013**, memorializes the conditional and IRREVOCABLE escrow financing agreement ("Agreement") by and between **Col Care (Delaware) LLC a/k/a Columbia Care,** whose address is 130 West 57th Street, Suite 9B, New York, NY 10019, and **Columbia Care CT LLC, in the interests of Great River Growers LLC**, whose address is 1131-O Tolland Turnpike, Suite 297, Manchester, CT 06042. Columbia Care hereby agrees to commit a business loan to Columbia Care CT LLC of Two Million US Dollars ($2,000,000.00) which must be maintained in an acceptable escrow in accordance with the Connecticut Medical Marijuana program requirements account from which the State of Connecticut may draw upon (the "Escrow Amount"). Such Escrow Amount represents the required escrow amount necessary for Great River Growers LLC, a producer license applicant, to qualify for a licensed Connecticut Medical Marijuana production facility upon the award of a license(s) from the Connecticut Department of Consumer Protection (the "DCP").

This irrevocable Agreement is contingent upon Great River Growers LLC obtaining a producer license from the DCP pursuant to the regulations contained in Sections 21a-408 to 21to 21a-408q, inclusive, of the Connecticut General Statutes and Sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies. Pursuant to the terms of this Agreement, the State of Connecticut must and shall have the right to immediately draw from the Escrow Amount upon the Commissioner of the DCP's notice to Columbia Care CT LLC and/or Great River Growers LLC that, pursuant to Section 21a-408-29 of the Regulations of Connecticut State Agencies, the Commissioner has determined that Great River Growers LLC has failed to timely and successfully complete the production of a production facility, or (2) has failed to continue to operate a production facility in a manner that provides a substantially uninterrupted supply of Medical Marijuana to its usual dispensary facility customers during the term of Great River Growers LLC's license. Furthermore, pursuant to the terms of this Agreement, an automatic and immediate payment to the State of Connecticut shall be become due and payable 24 hours prior to the escrow account expiring, unless written notice is received from the Commissioner of the DCP that either (1) a replacement account or instrument, acceptable to the Commissioner, is in place to satisfy Great River Growers LLC's obligation to maintain an appropriate escrow account in accordance with Connecticut law, or (2) Great River Growers LLC is released of the obligation to carry a replacement account or instrument.

The full Escrow Amount plus interest in the amount of 15% shall be repaid to Columbia Care over a term of five years. Upon written request to Columbia Care, Columbia Care CT LLC may extend the term of such Escrow Amount repayment for an additional five (5) years, provided that interest shall accrue by an additional 2.5% in such extension term. The remaining terms of this Agreement shall be determined in a subsequent formal contract consistent with the terms of this Agreement and which specify all additional terms and conditions of the Escrow Amount. Such subsequent contract shall be executed within thirty (30) days of the DCP's award of a producer license to Great River Growers LLC. This Agreement and all related agreements shall be subject to and compliant with all local and state banking rules, regulations or statutes, including but not limited to the Connecticut General Statutes, the Regulations of Connecticut State Agencies and all restrictions and limitations contemplated by the licensure requirements of the DCP and the State of Connecticut with regards to a producer license.

Columbia Care CT LLC shall notify Columbia Care within seventy two (72) hours of the DCP's award or denial of a producer license(s).

The undersigned hereby agree to be bound by the terms of this Agreement.

By: Col Care (Delaware) LLC

[redacted]

Michael Abbott, Chairman
Col Care (Delaware) LLC

By: Columbia Care CT LLC

[redacted]

Nicholas Vita, Chief Executive Officer
Columbia Care CT, LLC
Great River Growers LLC

BALANCES

As of 10:22 AM EST, 08/21/2013

MSB FBO COL. CARE (DELAWARE) LLC
C/O M ABBOTT & N VITA
677-018874-704 AAA
Limited Liability
$940,000.00 (prev. close) / Standard Cap

MSB FBO COL. CARE (DELAWARE) LLC
C/O M ABBOTT & N VITA
130 WEST 57TH STREET SUITE 9B
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Product Category

PRODUCT CATEGORY	CURRENT VALUE($)	PREV CLOSE($)	% OF LMV
Cash	700,000.00	200,000.00	–
MMF And BDP	740,000.00	740,000.00	100.00
SubTotal	**$1,440,000.00**	**$940,000.00**	
Accrued Interest[1]	1.98		0.00
Totals	**$1,440,001.98**		**100.00**

** Monthly Accumulated Income: $0.00

1. The accrued interest is based on prior day valuation. Please note that since this is not a real time calculation, it may be overstated on the Payable Date of a security, since the interest paid will also be reflected as a Change ($) in 'Cash' forthat day.

Spending Power

Investable Amount

Portfolio Loan Account (PLA)

Portfolio Loan Account Maintenance

CONFIDENTIAL SECURITY PLAN

1.0 INTRODUCTION

The Great River Growers LLC Security Plan[1] is a combination of next-generation technologies, talented security professionals, and a company-wide commitment to security and safety as paramount objectives. Led by Chief Security Advisor Bernard Sullivan, Great River Growers LLC intends to contract with **Sonitrol New England** to provide comprehensive security management. Sonitrol New England is an experienced, reliable and well-qualified Connecticut security firm servicing commercial enterprises in the state since 1972. The contractor's goal is to ensure absolute safety and security measures for the production facility. The contractor is deeply experienced, with demonstrated reliability over many years of service to demanding clients.

As it has done with other operations in other, highly regulated, medically-focused markets, Great River Growers LLC also intends to contract with the Fraternal Order of Police ("FOP"), the world's largest organization of sworn law enforcement officers, to supply the facility with well-trained guards to be on duty during all business hours. The company intends to hire retired expert law enforcement officers, specifically with drug enforcement and larceny prevention backgrounds. In general, security personnel will prevent nuisance activity and crime, including investigating for any signs of diversion, theft or loss of Medical Marijuana products. Members of FOP have dedicated their lives to protecting and serving our communities. Great River Growers LLC welcomes their expertise and believes that the years of experience they bring to the table is a perfect match for registered production facility needs.

In addition to security procedures set forth below, Great River Growers LLC aims to approach the safeguarding of our production facility and the surrounding community in partnership with local law enforcement. In that effort, Great River Growers LLC will, once registered, request follow-up meetings with local law enforcement authorities to discuss security issues during the build-out, and to establish open lines of communication with key law enforcement personnel and community liaisons. Having already been in contact with local law enforcement prior to submitting our application, we hope to continue to approach security challenges as partners with a shared interest in a safe community. Additionally, unforeseen security challenges that may arise can be more quickly surrounded and solved when working as a team.

Great River Growers LLC's core security principles guide the inner workings of the Great River Growers LLC Security Plan and its features. Our Core Security Principles are as follows:

[1] Great River Growers LLC respectfully requests that the information contained in this document be classified as exempt from disclosure under the Connecticut Freedom of Information Act. Pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute.

- Safeguarding the cultivation, manufacture, storage and delivery of the medicine.
- Providing a safe and secure environment for Great River Growers LLC production facility staff.
- Managing authorized ingress and egress to the production facility and to the restricted access areas within the facility.
- Ensuring strict compliance with Connecticut law and Medical Marijuana program guidelines.

Great River Growers LLC has a strict policy against the possession and/or use of firearms. As such, no production facility employees will be permitted to carry firearms either on site at the production facility or in the delivery vehicle during transportation. There are no exceptions to this rule.

2.0 DIVERSION, THEFT, AND LOSS PREVENTION

Great River Growers LLC's ability to prevent diversion, theft and loss of Medical Marijuana to the black market stems from three areas in which the organization excels: our people, our investment in next-generation security equipment and protocols, and our best-practices Policies & Procedures.

2.1 Our People

Great River Growers LLC's ability to prevent theft, theft or loss begins with its people. Great River Growers LLC is comprised of dedicated professionals guided by the highest standards of integrity. Leading the team's security efforts is Chief Security Advisor Bernard Sullivan. Bernard Sullivan, a Connecticut native, has dedicated over 25 years of service to the City of Hartford Police Department, including positions as Sergeant, Lieutenant, Captain, and Chief of Police, and has over 45 years of collective experience in law enforcement, security, and public safety. He has been the recipient of a plethora of awards, honors and recognitions for his services, including the Hartford Police Department Merit Award for Valor and the Chief's Medal of Valor. Mr. Sullivan has also served in roles as Director of Corporate Security for ITT Hartford Insurance Group, Commissioner of Public Safety for the State of Connecticut, Acting Police Chief for Central Connecticut State University, Chief of Staff to Speaker of the House of Representatives for the state of Connecticut, and Vice Chair of the Sandy Hook Advisory Commission. Mr. Sullivan is a life member and past President of the Connecticut Police Chiefs Association, and also serves as President of the 100 Club of Connecticut, an organization that supports surviving family members of public safety personnel who were killed in the line of duty.

Great River Growers LLC also intends to contract with the Fraternal Order of Police ("FOP"), the world's largest organization of sworn law enforcement officers, to supply the facility with well-trained guards to be on duty during all business hours. The

company intends to hire retired expert law enforcement officers, specifically with drug enforcement and larceny prevention backgrounds. In general, security personnel will prevent nuisance activity and crime, including looking for any signs of diversion, theft or loss of Medical Marijuana products. Members of FOP have dedicated their lives to protecting and serving our communities. Great River Growers LLC welcomes their expertise and believes that the years of experience they bring to the table is a perfect match for registered production facility needs.

The greatest threat of diversion, theft, and loss necessarily stems from the controlling organization itself. (Given our next-generation security equipment and procedures, outside access to the heavily monitored Medical Marijuana at the production facility is unlikely.) Bernard Sullivan and the facility's Security Manager will assist Great River Growers LLC in vetting potential staff members to ensure only professional, like-minded and trustworthy employees are hired.

In addition to the background check required by the Department of Consumer Protection (the "Department") for the production facility employee, employee candidates must also complete personality tests, undergo comprehensive production facility training, and fulfill performance testing requirements.

Additionally, all employees of Great River Growers LLC, including security personnel, will receive a copy of our Safety Handbook during their orientation training. The Safety Handbook includes procedures for natural disasters (fire, earthquake, etc.), robbery, biological threats, evacuation plans, as well as safety and security prevention measures to ensure the safest environment possible and the ongoing well-being of patients, production facility staff and the surrounding area.

In addition, Sonitrol New England will provide training to all personnel on the operation of the system. A certificate of completion of all training will be provided to trained participants.

Staffing the production facility with the right people provides Great River Growers LLC the greatest opportunity to prevent theft and diversion.

2.2 Our Security Equipment and Protocols

Great River Growers LLC intends to contract with Sonitrol New England, an experienced, reliable and well-qualified security firm, to ensure absolute safety and security measures for the dispensary. The contractor is deeply experienced, with demonstrated reliability over many years of service to demanding clients. Sonitrol New England's primary focus and principal discipline is the protection of businesses and the safeguarding of the people, property and assets of its clients. The contractor's goal is to ensure absolute safety and security measures for the facility.

Based on the layout of the production facility, Connecticut law, particularly sections 21a-408 to 21a-408q, inclusive, of the Connecticut General Statutes (the "Act") and

sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies (the "Regulations"), Great River Growers LLC Policies & Procedures, decades of crime prevention experience, and all applicable rules, regulations and guidelines, a comprehensive security system has been designed to monitor and protect the production facility with increased attention to the most vulnerable areas. The system includes high-resolution, internet-protocol cameras, biometric locks, and live-streaming, encrypted video feeds to the internet (recorded digitally and remotely accessible), and various motion sensors and alarms.

The Great River Growers LLC security system features:

- Indoor, high-resolution, 360°, internet-protocol video cameras
- Outdoor, high-resolution, 90°, internet-protocol video cameras
- Outdoor, high-resolution, 180°, internet-protocol video cameras
- Live-streaming, encrypted video feeds via internet, remotely accessible
- Glass break detectors
- Biometric locks (thumbprint access)
- Motion sensors that instantaneously alert staff by remote device (cell phone) in the event of a potential unauthorized intrusion
- Panic buttons
- Cellular backup
- Closed-circuit television, digital storage

In addition to the security system consisting of a comprehensive surveillance system and alarm system, Great River Growers LLC will hire security personnel to routinely patrol the facility and neighborhood. Great River Growers LLC will employ internal loss-prevention methods, standard wholesale cash-handling procedures, and tracking of daily reimbursements and expenses as described in detail in the Great River Growers LLC Policies & Procedures Manual.

Great River Growers LLC also intends to utilize Adilas Software. This software and POS system is a unique seed-to-sale tracking of every gram of Marijuana to the .01 gram level. Processes unique to this software include tracking weight loss caused by evaporation. For example, every package of inventory is checked out, and any difference in weight between the package time and the check-out time is recorded. All gross and net weights are tracked and confirmed by dual signatures from approved members of the oversight team.

As demonstrated below, Great River Growers LLC will comply with all security requirements set forth by Connecticut's Act and Regulations.

2.3 Best-Practice Policies & Procedures

Great River Growers LLC has gone to great lengths to ensure its written policies are comprehensive, practical and suited for the industry. We have worked with leading experts to develop comprehensive guides. All employees of Great River Growers LLC, including security personnel, will receive a copy of our Safety Handbook during their orientation training. The Safety Handbook includes procedures for natural disasters (fire, earthquake, etc.), robbery, biological threats, evacuation plans, as well as safety and security prevention measures to ensure the safest environment possible and the ongoing well-being of members, staff and the surrounding area.

Great River Growers LLC is committed to employing and abiding by all of its Policies & Procedures.

2.4 Security Procedures to Prevent Diversion, Theft and Loss

Screening Process

Great River Growers LLC production facility staff will carefully screen each production facility employee as they leave the facility to ensure that he or she does not leave the premises with unauthorized possession of Medical Marijuana products. The screening process will include the following:

- Visual inspection of persons, and physical inspection by pat down if necessary due to a reasonable suspicion that there may be an unauthorized possession.

- Physical inspection of all employees' bags, cases, purses, containers and the like that are being brought out of the facility.

All production facility staff will be required to be screened by security personnel on a daily basis as they enter and exit the facility (while being monitored by video camera for suspicious behavior) to ensure strict adherence to Great River Growers LLC's policy of diversion, theft and loss prevention.

Once inside the production facility, all production facility employees will be required change into and wear sterilized pocketless clothing if handling Medical Marijuana plants or products.

Furthermore, Great River Growers LLC will post, in a location that is visible from the point of entry to the production facility, signage that indicates the following:

- The obligation of all staff to wear pocketless clothing if coming into contact with Medical Marijuana plants or products;
- The obligation of all staff to undergo the screening process each time they leave the facility; and
- The sale and use of Medical Marijuana and the diversion of Medical Marijuana for non-medical purposes, including to a third party, is a crime in violation of Connecticut law.

Site Patrol

Great River Growers LLC will ensure that a licensed guard is on duty at all times during business hours. Security personnel will routinely patrol the neighborhood to prevent nuisance activity or crime, looking for signs of diversion, theft or loss of medicine.

Great River Growers LLC will train security personnel in industry standards and crime prevention prior to deployment. All security personnel will be required to complete a nationally developed safety training program, a formal evaluation, and an orientation and annual training seminar as a condition of employment at Great River Growers LLC.

Great River Growers LLC security personnel will also be trained in conflict resolution and the handling of emergency situations, including procedures for communicating with local law enforcement agencies.

Moreover, Great River Growers LLC intends to provide neighbors with the name, phone number, and e-mail address of an on-site community relations staff person who will be responsible for addressing any concerns posed by our neighbors. Great River Growers LLC will encourage all neighboring residences and businesses to call this person to try to solve operating problems, if any, prior to them making any calls or complaints to the city.

2.5 Plan to assist Local Law Enforcement and the Department of Consumer Protection with Enforcement

After over 25 years of service, our Chief Security Advisor, Bernard Sullivan, still maintains strong ties with Connecticut law enforcement agencies and personnel. Great River Growers LLC aims to have an open dialogue with the local Police Department—however, the Chief Security Advisor will facilitate communications to the extent necessary. Furthermore, the Security Manager will help ensure that Great River Growers LLC security protocols mesh seamlessly with law enforcement agency points of contact.

Additionally, Great River Growers LLC has incorporated strategically placed, internet-protocol security cameras which will stream encrypted feeds to the Web. If necessary or required by law, law enforcement agencies will be able to view our production facility at any time through a wireless 3G or 4F Internet connection. Moreover, the feeds are digitally recorded and securely stored.

Finally, Great River Growers LLC looks forward to a strong partnership with the Department of Consumer Protection. In addition to complying with all enforcement rules and regulations, Great River Growers LLC will request meetings at the outset with the Commissioner and Department personnel who will have a role in the Medical Marijuana program. As with our organization internally, we believe the key to productive, meaningful relationships begins with open communication. Great River Growers LLC believes early meetings are integral to getting the program off on the right foot. Once the communication channels are open, we are confident that our responsive style will aid the Department with enforcement issues.

3.0 FACILITY COMPLIANCE WITH APPLICABLE LAW

Great River Growers LLC is committed to complying with all applicable Connecticut law, particularly in accordance with the production facility operation requirements set forth in sections 21a-408 to 21a-408q, inclusive, of the Connecticut General Statutes (the "Act") and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies (the "Regulations"). The Security Department will ensure strict compliance with sections 21a-408-33, 21a-408-53, 21a-408-61, 21a-408-62, 21a-408-63, and 21a-408-64 of the Regulations, as discussed in further detail hereinafter.

3.1 Compliance with Section 21a-408-33: Confidentiality of Information

Production facility employees will not disclose patient-specific information received and records kept pursuant to the Regulations, except in the limited circumstances identified and set forth in section 21a-408-33 of the Regulations. All production facility employees will sign a Code of Conduct before commencing employment acknowledging this rule and certifying to the strict adherence of the same. Additionally, security personnel will be pay close attention to staff members' disclosures to ensure compliance with Connecticut law.

Furthermore, security personnel will oversee the work of any electronic data intermediary to confirm they do not have access to any data involving Medical Marijuana, qualifying patients, primary caregivers or other data from a production facility or an agent of the production facility. If an issue arises, such security personnel will immediate intervene to prevent the unlawful breach of patient confidentiality. As an added measure, no electronic equipment utilized by the dispensary department will collect patient-specific data for use outside the dispensary department.

3.2 Compliance with Section 21a-408-53: Operation of Production Facility

Storage of Products

Great River Growers LLC intends to store all Medical Marijuana in a private, secured vault that is climate-controlled (i.e. ventilation, temperature and humidity controlled) and monitored by an external service, 24-hours a day, for both security and changes in environment (temperature and humidity). In addition to using a traditional TL-30 rated safe that will be placed in the secured vault room for storage purposes, Great River Growers LLC will convert the storage space into a walk-in safe ("vault"). Great River Growers LLC will need to store a requisite amount of processed products (within the standards of applicable regulations and law), along with a secure/locked freezer and refrigerator to store alternative Medical Marijuana products (such as baked goods), requiring the conversion of the storage space into a vault room rather than simply having a single, stand-alone safe. Great River Growers LLC will store cash, the vast majority of packaged product and other valuables in the secure TL-30 rated safe located inside the vault room.

The vault room will be well lit, clean and maintained in an orderly condition at all times. The room and equipment within will be regularly sanitized by authorized staff so as to keep the room free from infestation by insects, rodents, birds, or vermin of any kind. Upon discovery of any issues with cleanliness or sanitization, production facility staff will immediately inform the General Manager who will determine and oversee the proper remediation procedures.

The production facility will maintain a separate quarantine area for the temporary storage of all Medical Marijuana products that are outdated, damaged, deteriorated, misbranded, or adulterated until such products are destroyed in accordance with the Act and Regulations. Any products whose containers or packaging have been opened or breached will also be temporarily storage until destroyed.

For more detailed security information regarding the vault room and storage of Medical Marijuana products, please refer to Section 9.0 hereinafter.

Kitchen Area

Great River Growers LLC's kitchen area, where Medical Marijuana will be manufactured into an edible form, will be designed, constructed, and operated in strict compliance with 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.

Policies and Procedures

All areas of the production facility will be appropriately compartmentalized based on function. Such areas include the lobby, locker room, break room, office, cultivation (flower production) area, vegetative growth area, nursery (propagation and research), dry and cure area, harvest and trim area, packaging and labeling area, production and manufacturing area, kitchen, vault room, quarantine area, staging area, and surveillance room. In accordance with the Act and Regulations, all limited-access areas containing growing plants or Medical Marijuana products will have restricted access between compartments.

Great River Growers LLC will establish, maintain and comply with our Policies & Procedures handbook, which will be submitted to the Commissioner of the Department of Consumer Protection for approval prior to issuing the same to all production facility employees. All staff will be expected to comply with these comprehensive set of guidelines. A section of the document will identify best practices for the secure and proper production and manufacturing of Medical Marijuana. Such section of the Policies & Procedures will include, but not be limited to, policies and procedures that:

1. Restrict the movement between production compartments;
2. Provide for different colored identification cards for Great River Growers LLC staff based on the production compartment to which they are assigned at a given time so as to ensure that only employees necessary for a production function have authorized access to that compartment of the production facility;
3. Require pocketless clothing for all production facility employees working in an area containing Medical Marijuana; and
4. Document the chain and custody of all Medical Marijuana and Medical Marijuana products.

Another section of the Great River Growers LLC Policies & Procedures handbook will address the manufacture, security, storage, inventory, and distribution of Medical Marijuana. Such section will include methods for identifying, recording, and reporting diversion, theft or loss of Medical Marijuana products, and for correcting all errors and inaccuracies in inventories. The Policies & Procedures document will include the following:

1. Mandatory and Voluntary Recall Plan - All recalls of defective or potentially defective Medical Marijuana products due to any action initiated at the request of the Commissioner or by the voluntary action by Great River Growers LLC will be handled immediately and according to company protocol. All necessary actions will be taken to promote public health and safety by replacing existing Medical Marijuana products with improved products or packaging as determined by the Commissioner or the

General Manager.

2. Crises Preparation & Prevention Plan - All production facility employees will be adequately trained by the Security Manager to be prepared for the handling of any crises that affects the security or operation of the facility in the event of strike, fire, flood, or other natural disaster, or other situations of local, state, or national emergency during the employee orientation training prior to commencing job duties. Employees will also be trained in crises prevention techniques.
3. Product Disposal Plan - Authorized staff will follow set procedures to ensure that any outdated, damaged, deteriorated, misbranded, or adulterated Medical Marijuana products are segregated from all other Medical Marijuana products by the immediate removal and storage in the quarantine area prior to proper disposal in accordance with the Act and Regulations.

   For more information regarding product disposal, please see Section 3.6 hereinafter.
4. Product Distribution Plan – The Manufacturing & Inventory Manager will institute a first in-first out (FIFO) inventory distribution system. It will be the Inventory Control Supervisor's responsibility to ensure that the oldest stock of Medical Marijuana products are distributed to registered dispensary facilities first so as to keep overall operations as efficient as possible. On occasion, and subject to the Manufacturing & Inventory Manager's discretion, the distribution plan may deviate from the FIFO system if temporary and appropriate given the circumstances.

Diversion, Theft and Loss Prevention

Great River Growers LLC will store all Medical Marijuana in the process of manufacture, distribution, transfer, or analysis in the vault room so as to prevent diversion, theft or loss. In accordance with company policy as well as with the Act and Regulations, all areas containing Medical Marijuana will only be accessible to the minimum number of specifically authorized employees essential for efficient operation, as determined by the General Manager.

It is operational policy for staff to immediately return all Medical Marijuana products to the secured vault room after completion of the manufacturing process or at the end of the scheduled business day. No Medical Marijuana products will be left unattended or unsecured at any time. If a manufacturing process cannot be completed at the end of a

working business day, authorized staff shall securely lock the processing area and transport all tanks, vessels, bins, or bulk containers containing Medical Marijuana products to the vault room for secure storage.

For more information on the procedure for preventing entry to restricted access areas, please see Section 7.0 hereinafter. For more information regarding the vault room and storage, please see Section 9.0 hereinafter.

Facility Access & Visitor Policy

Aside from registered production facility employees, no person will be permitted on the premises of the production facility. Exceptions will be made for local law enforcement, for the Commissioner of the Department of Consumer Protection or the Commissioner's authorized representative, and for federal, state of Connecticut and local government officials acting in a manner necessary for the performance of their respective governmental duties. Temporary access will be permitted (1) for laboratory staff for the sole purpose of identifying and collecting Medical Marijuana samples for purposes of conducting laboratory tests, and (2) for other persons upon prior written request to and approval from the Commissioner or the Commissioner's authorized representative (collectively, "Visitors").

All Visitors permitted on Great River Growers LLC's facility premises are required to first obtain and display at all times while on the premises a visitor identification badge from security personnel. A security staff member or another authorized production facility staff member will escort and monitor Visitors at all times while on the premises. Upon exiting the production facility, all Visitors must return the visitor identification badge to security personnel.

Upon each instance that a Visitor enters or exits the production facility, a designated security staff member will record the date, time and purpose of the visit on the facility's Visitor Log-In Form, which will be maintained and made available in accordance with section 21a-408-70 of the Regulations.

If it is impractical to obtain prior approval from the Commissioner or the Commissioner's authorized representative for a Visitor's permission to be on the facility premises due to an emergency situation, Great River Growers LLC will provide written notice to the Commissioner as soon as practical after the onset of the emergency. Such written notice will include the name and company affiliation of the Visitor, the purpose of the visit, and the date and time of the visit. During emergency visits, all company access and Visitor policies will be strictly observed, including but not limited to the log-in procedure and the escort/monitor procedure.

3.3 Compliance with Section 21a-408-61: Security Requirements for Producers

Great River Growers LLC will not produce, manufacture or maintain Medical Marijuana in excess of the quantity required for normal, efficient operation. All Medical Marijuana products, including all Medical Marijuana that is not yet part of a finished product, will be properly secured in the vault room, in a manner preventing diversion, theft of loss. The vault room will only be accessible to a limited number of specifically authorized employees, which will be the minimum number of employees essential for efficient operation as determined by the General Manager.

Authorized production facility personnel will ensure that the vault room and all other approved equipment and restricted-access areas used for the production, cultivation, harvesting, processing, manufacturing or storage of Medical Marijuana are securely locked and protected from unauthorized entry. Restricted-access areas will only be occupied during the actual times required to remove, replace, store, or other handle Medical Marijuana.

For more information regarding the vault room and product storage, please see Section 9.0 hereinafter.

Security staff will ensure that all locks and security equipment are maintained in good working order at all times and will also ensure the production facility itself is securely locked and protected from entry at all times. Such staff members will patrol and monitor the production facility to confirm that no keys or identification cards are left unattended or in a manner accessible to persons other than the specific authorized employee. Production facility employees are likewise charged with the responsibility to keep track of their own keys, identification cards, and other sensitive property under their control and ensure that the same are not left unattended or in a manner accessible to persons other than specifically authorized employees.

The Security Manager will oversee and manage all security procedures and will control which employees have authority to access each restricted-access area. If the Commissioner determines that additional safeguards are necessary with regards to security measures at the production facility, the Security Manager will ensure the implementation of and compliance with such safeguards.

Security personnel will only permit authorized production facility staff and authorized laboratory employees into the areas of the production facility that contain Medical Marijuana for only as long as necessary to perform such staff member's job duties. Such employees' responsibilities must necessitate access into the restricted-access areas, otherwise entry into the areas will be denied. Pursuant to the Act and Regulations, members of the Department of Consumer Protection, local law enforcement or other federal, state of Connecticut or local government officials will be permitted to enter any area of the production facility if necessary to perform their governmental duties.

Furthermore, all areas containing Medical Marijuana, including the vault room, will have a 12 inch by 12 inch sign that states: "DO NOT ENTER- LIMITED ACCESS AREA-

ACCESS LIMITED TO AUTHORIZED EMPLOYEES ONLY" in lettering at least one-half inch in height.

For more information on the procedure for preventing entry to restricted access areas, please see Section 7.0 hereinafter.

3.4 Compliance with Section 21a-408-62: Security Alarm Systems

The Security Department will ensure that the production facility meets or exceeds the minimum security alarm system requirements set forth in the Regulations.

Commercial Grade Equipment

The production facility will utilize a comprehensive, commercial-grade, state-of-the-art security system to prevent and detect diversion, theft or loss of Medical Marijuana. Such security system will include door sensors, perimeter alarms, motion detectors, video cameras, twenty-four hour recordings, duress alarms, panic alarms, holdup alarms, automatic voice dialers, failure notification systems, the ability to immediately produce a clear color still photo with a minimum dpi of 9600, date and time stamps embedded on all recordings, and the ability to remain operational during a power outage.

Video Cameras

Prior to opening, Great River Growers LLC will install and maintain a closed-circuit video surveillance system (CCTV) that will operate 24 hours per day, 7 days per week. The video surveillance system will effectively cover the interior and exterior of the production facility, including parking areas, all entrances and exits to the building, limited-access areas, and all areas where Medical Marijuana is stored, handled or dispensed.

Great River Growers LLC intends to install at least thirteen (13) cameras in the interior of the facility, each high resolution with 360 degree view capability and internet-protocol with encrypted video feed. The proposed cameras will be tamper-proof, ultra-compact, and equipped to offer high-resolution video recording (2048 x 1536 IP 3 Megapixel). Each camera comes equipped with a built-in 4GB Micro SD Card for digital recording at the camera with two-way audio. The 360 degree all-around view can capture an entire room; the panorama function and a quad view will show images from four different angles simultaneously.

When ceiling-mounted, the hemispheric camera displays the image area of the entire room. The 360 degree image in the hemisphere cameras is convex, particularly near the image borders. These image sections are corrected for the viewer by the integrated distortion correction software, allowing a view of the scene from the usual perspective. The virtual PTZ/Zoom feature allows users to enlarge or move image sections within the

hemisphere, just like a PTZ/Zoom camera. This is achieved without moving parts and allows one to view any area in the room (when ceiling-mounted; 180 degrees when wall-mounted). While a traditional analog system would require four cameras, one hemispheric camera allows users to see four directions simultaneously on the monitor in a quad view. The preset North position can be moved to any direction in the image; the camera generates the other three directions (East, South, West) automatically and stores them as separate views.

Great River Growers LLC intends to install at minimum thirteen (13) indoor, high-resolution, IP video cameras at the following locations:

- One (1) - Located strategically inside the secured lobby area of the facility looking 360 degrees at entry/exit of the doors of premises, the lobby area itself, and employee activity;
- One (1) - Located strategically inside the staging area of the facility looking 360 degrees at entry/exit of the doors, the lobby area itself, loading and unloading, and employee activity;
- One (1) - Located strategically inside the drying and curing room of the facility looking 360 degrees at entry/exit of the doors, the drying and curing room itself, inventory, and employee activity;
- One (1) - Located strategically inside the packaging and labeling area of the facility looking 360 degrees at entry/exit of the doors, the packaging and labeling area itself, inventory, and employee activity;
- One (1) - Located strategically inside the production and manufacturing area of the facility looking 360 degrees at entry/exit of the doors, the production and manufacturing area itself, inventory, and employee activity;
- One (1) - Located strategically inside the trimming area of the facility looking 360 degrees at entry/exit of the doors, the trimming area itself, inventory, and employee activity;
- Two (2) - Located strategically inside the cultivation area of the facility looking 360 degrees at entry/exit of the doors, the cultivation area itself, plants, and employee activity;
- One (1) - Located strategically inside the surveillance room of the facility looking 360 degrees at entry/exit of the doors, the surveillance room itself, equipment, and employee activity;
- One (1) - Located strategically inside the kitchen area of the facility looking 360 degrees at entry/exit of the doors,

the kitchen area itself, inventory, and employee activity;

- One (1) - Located strategically inside the curing and trimming area of the facility looking 360 degrees at entry/exit of the doors, the curing and trimming area itself, inventory, and employee activity;
- One (1) - Located strategically inside the vault room of the facility looking 360 degrees at entry/exit of the doors, the vault room itself, inventory, and employee activity; and
- One (1) - Located strategically inside the office area of the facility looking 360 degrees at entry/exit of the doors, the office area itself, equipment, and employee activity;

More cameras may be utilized after further consultation with Sonitrol New England upon Great River Growers LLC's award of a producer license. All points of entry and exit will have video cameras angled so as to allow for the capture of clear and certain identification of any person entering or exiting the production facility and all areas within the facility.

Additionally, Great River Growers LLC intends to install at least four (4) cameras on the exterior of the facility. The proposed cameras are ultra-rugged, tamper-proof, and equipped to offer two separate high-resolution image sensors for day/night video recording (2048 x 1536 IP 3 Megapixel). Each camera comes equipped with a built-in 4GB Micro SD Card for digital recording at the camera with two-way audio. The cameras offer a 180 degree view and are weatherproof from -30° to +60° C (-22° to +140° F) without the need for heating. The dual lens IP camera offers digital continuous zoom, pan and tilt and is integrated with a two-way audio microphone, speaker and PIR motion detector. Like the interior cameras, the exterior cameras will have an encrypted video feed.

The surveillance system will be pre-installed with battery packs which allows the system and all its components to remain fully operational during a power outage. If the system shuts down for any reason, the battery packs immediately supply the necessary power to allow uninterrupted protection and alarm monitoring. Sonitrol New England will check battery status during routine system inspections and after each incidence of use to ensure batteries are adequately charged. Moreover, Great River Growers LLC intend to connect the alarm system to an industrial grade or commercial grade uninterruptible power supply ("UPS"), which can provide up to 72 hours of uninterrupted power to the system in case of an extended power outage. The digital video recorder and the cameras, as well as the surveillance room's modem, router, wireless receiver, and monitors will connect to the UPS to ensure uninterrupted remote access to the system.

A failure notification system will be installed providing an alert to Sonitrol New England as well as to Great River Growers LLC, within five minutes of a triggering event causing the surveillance system's failure by phone, email, and text message.

See below for the proposed camera technical specifications.

Outdoor / Indoor Bullet Camera Specifications:

- Processor: Ti DaVinci Series DSP
- Operating System: Embedded LINUX
- Resources: Simultaneous remote monitoring, local recording and remote control
- User Interface: WEB, CMS(DSS/PSS), DMSS, NVR
- Image Sensor: 1/3" 2.0 Megapixel SONY Progressive Scan Exmor CMOS
- Effective Pixels: 1920 (H) x 1080 (V)
- Electronic Shutter: Auto/Manual, 1/4~1/10000s
- Minimum Illumination: 0.1 Lux / F1.4 (Color), 0.01 Lux / F1.4 (B/W), 0 Lux When IR on
- Signal Noise Ratio: >50dB
- Gain Control: Auto/Manual
- White Balance: Auto/Manual
- Day/Night: ICR
- Lens Mount: CS Mount, Auto Iris, 3.3-12mm@F1.4
- IR Distance: Max. 100ft (18 Cold Light IR LEDs)
- Video Compression: H.264 / MJPEG
- Image Resolution: 1080P(1920×1080) / SXGA(1280×1024) / 1.3M(1280×960) / 720P(1280×720) / D1(704×480) / CIF(352×240)
- Encoding Speed: Main Stream-1080P/SXGA/1.3M/720P/D1(1~30fps), Extra Stream: D1/CIF (1~30fps)
- Bit Rate: 56Kbps~8192Kbps
- Snapshot: Fastest 1fps JPEG Capture
- Video Format: NTSC
- Analog Video Output: 1 Channel BNC(1.0Vp-p, 75Ω)
- Audio Compression: G.711a / G.711u / PCM
- Bit Rate: 128Kbps/64Kbps/10.2Kbps
- Input: 1 Channel 3.5mm JACK LINE IN
- Output: 1 Channel 3.5mm JACK SPEAK OUT

- Two-way Audio: The same with the audio input Channel
- Network: Ethernet: RJ-45 Port (10/100Base-T)
- Network Functions: HTTP, TCP/IP, ICMP, RTSP, RTP, UDP, SMTP, NTP, DHCP, DNS, IP Filter, PPPOE, DDNS, FTP, UPNP, Alarm Server
- Remote Operation: Monitor, PTZ control, Playback, System setting, File download, Log information, Maintenance & Upgrade
- Auxiliary Interface: SD Card Max. 32GB Micro SD Card, Local Storage
- Alarm Functions: 2 Input / 1 Output
- Power Supply: DC12V, PoE
- Power Consumption: Max 10W
- Ingress Protection: IP66
- Operating Environment: -10 ~+50°C / 10~90%RH
- Dimension: 12.07"× Φ4.09" (L×D)
- Weight: 2.8 lbs

PTZ Camera Specifications:

- Image Sensor: 2 Megapixel 1/3” Exmor CMOS
- Scanning System: Progressive
- Electronic Shutter Speed: 1/1 ~ 1/30,000s
- Min. Illumination: Color: 0.05Lux@F1.6 B/W: 0.005Lux@F1.6
- Day/Night: Auto(ICR) / Color / B/W
- Backlight Compensation: BLC / HLC / DWDR (Digital WDR)
- White Balance: Auto, ATW, Indoor, Outdoor, Manual
- Gain Control: Auto / Manual
- Noise Reduction: 2D / 3D
- Privacy Masking: Up to 24 areas
- Digital Zoom: 16x
- Lens Focal Length: 4.7mm ~ 94.0mm(20x Optical zoom)
- Max Aperture: F1.6 ~ F3.5
- Focus Control: Auto / Manual
- Angle of View: H: 55.4°~ 2.9°
- Close Focus Distance: 10mm ~ 1000mm
- Pan/Tilt Range: Pan: 0° ~ 360° endless; Tilt: -2° ~ 90°, auto flip 180°
- Manual Control Speed: Pan: 0.1° ~ 300°/s; Tilt: 0.1° ~250°/s
- Preset Speed: Pan: 400°/s; Tilt: 300°/s
- Preset: 80(DH-SD), 255(Pelco-P/D)
- PTZ Mode: 5 Pattern, 8 Tour, Auto Pan, Auto Scan
- Speed Setup: Human-oriented focal length/ speed adaptation
- Power up Action: Auto restore to previous PTZ and lens status after power failure
- Idle Motion: Activate Preset/Pan/Scan/Tour/Pattern if there is no command in the specified period
- Time Task: Auto activation of Preset/Pan/Scan/Tour/Pattern by preset-time
- Protocol: DH-SD, Pelco-P/D (Auto recognition)
- Video Compression: H.264 / MJPEG

- Resolution: 1080P(1920×1080) / 720P(1280×720) / D1(704×576/704×480) / CIF(352×288/352×240)
- Frame Rate: Main Stream 1080P/720P(1 ~ 25/30fps), Sub Stream D1/CIF(1 ~ 25/30fps)
- Bit Rate: H.264: 56K ~ 8192Kbps, MJPEG: 56K ~ 20480Kbps
- Audio Compression: G.711a / G.711u (32kbps) / PCM (128kbps)
- Interface: 1/1 channel In/Out
- Network:Ethernet RJ-45 (10/100Base-T)
- Protocol: IPv4/IPv6, HTTP, HTTPS, SSL, TCP/IP, UDP, UPnP, ICMP, IGMP, SNMP, RTSP, RTP, SMTP, NTP, DHCP, DNS, PPPOE, DDNS, FTP, IP Filter, QoS, Bonjour
- ONVIF: ONVIF Ver. 2.0 conformance
- Max. User Access: 20 users
- Smart Phone: iPhone, iPad, Android, Windows Phone
- Auxiliary Interface: Memory Slot Micro SD, Max 32GB
- RS485: 1
- Alarm: 7/2 channel In/Out
- Power Supply: AC 24V/3A (±10%)
- Power Consumption: 15W, 25W(Heater on)
- Working Environment: -40ºC ~ 60ºC / Less than 90% RH
- Protection Level: IP67, IK10 optional
- Dimensions: Φ222(mm) x 322(mm)
- Weight: 5.0kg

360 Degree Camera Specifications:

Image Sensor	1/3 type MOS Sensor
Effective Pixels	Approx. 3.1 megapixels
Scanning Mode	Progressive
Scanning Area	4.51 mm (H) × 3.38 mm (V) {3/16 inches (H) x 1/8 inches (V)}
Minimum Illumination	Color: 1.5 lx (F2.4, Auto slow shutter: Off (1/30s), Gain:On(High)) Color: 0.1 lx (F2.4, Auto slow shutter: Max. 16/30s, Gain:On(High)) *1 BW: 1.2 lx (F2.4, Auto slow shutter: Off (1/30s), Gain:On(High)) BW: 0.08 lx (F2.4, Auto slow shutter: Off (16/30s), Gain:On(High)) *1
White Balance	AWC (2,000 ~ 10,000 K), ATW1 (2,700 ~ 6,000 K), ATW2 (2,000 ~ 6,000 K)
Light Control Mode	Indoor scene (50 Hz / 60 Hz) / ELC
Shutter Speed	With Super Dynamic On ELC (1/30 s) With Super Dynamic Off ELC (1/30 s), ELC (3/100 s), ELC (3/120 s), ELC (2/100 s), ELC (2/120 s),ELC (1/100 s), ELC (1/120 s), ELC (1/250 s), ELC (1/500 s), ELC (1/1,000 s),ELC (1/2,000 s), ELC (1/4,000 s), ELC (1/10,000 s)
Super-Dynamic	ON / OFF
Dynamic Range	52 dB typ. (only at Super-Dynamic On)
Adaptive Black	On/Off (only at Super-Dynamic Off)

Stretch	
AGC	ON (HIGH) / ON (MID) / ON (LOW) / OFF
Electronic Sensitivity UP	OFF (1/30 s), Max. 2/30 s, Max. 4/30 s, Max. 6/30 s, Max. 10/30 s, Max. 16/30 s
Day & Night(electrical)	OFF / AUTO
Digital Noise Reduction	HIGH / LOW
Video Motion Detection	ON / OFF, 4 areas available
Video analytics Face Detection	Off/On/On with face frame display However, face detection is not supported when "Fisheye" or "Quad streams" is selected for the image type.
Auto mode:	Auto pan/ Preset sequence Auto mode can only be used when the image type is Quad PTZ or Single PTZ.
Self return:	10 s/ 20 s/ 30 s/ 1 min/ 2 min/ 3 min/ 5 min/ 10 min/ 20 min/ 30 min/ 60 min Self return can only be used when the image type is Quad PTZ or Single PTZ.
Privacy Zone	ON / OFF (up to 4 zones available)
VIQS	On/Off (up to 2 areas available) However, the VIQS function is not supported when "Quad PTZ", "Single PTZ" or "Quad streams" are selected.
Camera Title (OSD)	Up to 20 characters (alphanumeric characters, marks) , On/Off However, you can specify characters to be displayed on each of the four screens when "Quad streams" is selected.
	Lens
Focal Length	0.837 mm
Angular Field of View	Horizontal: 182 °, Vertical: 176 °
	Image Resolution *4
2M Panorama [16:9]/ 2M Double Panorama [16:9]:	H.264(1): 1920x1080 / 640x360 / 320x180, up to 30 fps H.264(2): 640x360/320x180, up to 30 fps JPEG: 1920x1080/640x360/320x180, up to 30 fps
1M Panorama [16:9]/ 1M Double Panorama [16:9]:	H.264(1): 1280x720 / 640x360 / 320x180, up to 30 fps H.264(2): 640x360/320x180, up to 30 fps JPEG: 1280x720/640x360/320x180, up to 30 fps
Panorama + Quad	When using distribution of "Panorama" or "Double

PTZ/ Panorama + Single PTZ/ Double Panorama + Quad PTZ/ Double Panorama + Single PTZ:	panorama" H.264(1): 1920x1080/640x360/320x180, up to 15 fps JPEG: 1920x1080/640x360/320x180, up to 15 fps When using distribution of "Quad PTZ" or "Single PTZ" H.264(2): 1280x960/640x480/320x240, up to 15 fps JPEG: 1280x960/640x480/320x240, up to 15 fps

Video Recording Capabilities

Every video camera utilized by the production facility will record for 24 hours a day, 7 days a week. A synchronized and correctly set date and time stamp will be embedded on all recordings, which will appear in a manner so as not to significantly obscure the picture. All video recording will allow for the production and exporting of clear color still images with a minimum of 9600 dpi from any camera image (live or recorded) in an industry standard image format, including .jpg, .bmp, and .gif. Exported video will be able to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system.

The video surveillance system will have the capability to record, archive and playback video feed for a minimum of six (6) months. The decentralized IP concept (discussed in the Video Storage section below) incorporates a digital memory (SD card) for long-term recording in every camera. The PC is now used only for viewing, not for analysis or recording.

As a result, the cameras can record events even without PC/DVR and digitally record videos with sound for archiving purposes. Additionally, the system will allow for the production of a videodisc directly from the DVR unit; the video on the disc will be viewable on a Windows PC and will include any required software needed to view the video.

The Security Manager will personally oversee the erasure of all recordings prior to disposal or sale of the production facility.

Video Storage

Usually cameras only supply the images, while the processing and recording are done later on a central PC or Digital Video Recorder that uses video management software. This traditional, centralized structure is unsuitable for high-resolution video systems, since it requires not only high network bandwidth, but also needs enormous PC processing power to support several cameras. These PC/DVR systems typically have high failure rates because the PC's are consistently running, overheating and recording. They put considerable strain on the PC/DVR, because they are expected to process dozens of high-resolution live cameras 24/7. As such, Great River Growers LLC will utilize a decentralized IP system.

Unlike other systems, the decentralized IP concept incorporates a digital memory (SD card) for long-term recording in every camera. The PC is now used only for viewing, not for analysis or recording. As a result, the cameras can record events even without PC/DVR and digitally record videos with sound for archiving purposes.

The system will be monitored by security personnel on multiple screens (at least one 19-inch or greater call-up monitor), within the secured surveillance room. In addition, the surveillance room will include a video printer capable of immediately producing a clear color still image with a minimum of 9600 dpi from any camera image (live or recorded) in an industry standard image format, including .jpg, .bmp, and .gif. Exported video will be able to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. The video surveillance system will use pan, tilt and zoom cameras located both inside and outside the facility. On-site security personnel will monitor all video feed from before opening until all persons have left the premises. Secured remote viewing will be available for security and safety personnel as well as senior management at any time through an Internet login system. In addition, Sonitrol New England will monitor the video feed 24 hours a day.

All recordings will be retained for at least six (6) months and made available for immediate viewing by the Commissioner or the Commissioner's authorized representative upon request. If Great River Growers LLC is aware of a pending criminal, civil or administrative investigation or legal proceeding for which a recording may contain relevant information, the Security Manager will ensure that the production facility retains an unaltered copy of the recording until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies the General Manager that it is not necessary to retain the recording.

Alarm System

Great River Growers LLC will install, maintain and use a professionally monitored trespass, robbery and burglary alarm system. Sonitrol New England, a recognized commercial security firm, will install the alarm/intrusion detection system. This system will be in-use and monitored 24 hours each day and consists of a door sensors, perimeter alarms, motion detectors, duress alarms, panic alarms, and holdup alarms. The alarm system will have an automatic voice dialer capable of sending a prerecorded voice message to law enforcement, public safety and/or emergency services agency requesting dispatch. A failure notification system will be installed providing an alert to the production facility, particularly the Security Manager and General Manager, within five minutes of the alarm system's failure by phone, email, and text message.

The alarm system will be designed to provide protection to the building perimeter and interior of the production facility. The system will include the following components, at minimum:

[redacted] Single Door Sensor Locations:

[redacted]

[redacted]

[redacted] - Motion Detector Locations:

[redacted]

[redacted]

[redacted] – Panic Alarm Locations:

[redacted]

[redacted] Holdup Alarm Locations:

[redacted]

[redacted]

Great River Growers LLC's alarm system will also utilize a duress alarm, generated by the entry of a designated code into an arming station in order to signal that the alarm user is being forced to turn off the system. Great River Growers LLC intends to use a UL commercial encrypted DMP XR 500 Security Control Device.

More alarms may be added to the system after further consultation with Sonitrol New England upon Great River Growers LLC's award of a production facility license. In particular, Great River Growers LLC will install audio glass break frequency detectors near all glass windows within the production facility to further secure the perimeter of the production facility. Intrusion detection devices will be placed at all exterior doors and windows, and roof entry points. All production facility employees will be trained on the procedures for triggering the panic, holdup, and duress alarms.

The alarm system will monitor all sensors on a 24/7 basis as designated by a pre-determined time schedule that will be established. Security personnel and Sonitrol New England will receive notification when an alarm is triggered.

The alarm system will be pre-installed with battery packs which allows the system and all its components to remain fully operational during a power outage. If the system shuts down for any reason, the battery packs immediately supply the necessary power to allow uninterrupted protection and alarm monitoring. Sonitrol New England will check battery status during routine system inspections and after each incidence of use to ensure batteries are adequately charged. Moreover, Great River Growers LLC intend to connect the alarm system to an industrial grade or commercial grade uninterruptible power supply ("UPS"), which can provide up to 72 hours of uninterrupted power to the system in case of an extended power outage. The control panel and alarms will connect to the UPS to ensure uninterrupted power to the system.

A failure notification system will be installed providing an alert to Sonitrol New England as well as to Great River Growers LLC, within five minutes of a triggering event causing of the surveillance system's failure by phone, email, and text message.

The alarm system will be inspected and all devices tested by Sonitrol New England to ensure proper functioning at least twice per year.

See the control panel technical specifications on the following pages for additional alarm system information.

SPEC SHEET

LISTED

NYC
MEA

NETWORK MONITORING!

The most impressive array of integration features

- UL Listed for Burglary, Fire, Access Control
- Suitable for Bank and Government installations
- On-board Ethernet connection
- Flash Updateable: No more firmware chips to replace
- Built-in AES Encryption
- Provides up to 500 DMP 1100X Wireless devices
- Select Area, All/Perimeter, or Home/Sleep/Away operation

DMP XR500 Series Command Processor™ Panels meet all your burglary, fire and access control integration needs.

XR500 SERIES ACCESS/BURGLARY/FIRE 574-ZONE COMMAND PROCESSOR™ PANEL

SYSTEM FEATURES

- 32 individual reporting areas, with common areas
- Up to 16 supervised door access-points and/or keypads
- Output Groups: Maximum functionality—Minimum programming
- Up to 502 fully-programmable Form C relays
- Up to 562 two-wire smoke detector or fire-initiating zones
- 10,000 user codes with 99 profiles
- 12,000 event buffer
- Up to four independent shift schedules per area OR use one shift schedule to control all areas
- Up to 100 output schedules to control relays and panel outputs
- Up to 20 holiday dates for shift and output schedules
- Optional user authority to temporarily extend shift schedules
- Serial 3 digital dialer or CID reporting to multiple receivers
- Built-in phone line monitor
- Built-in DB-9 RS-232 or LX-Bus (Selectable)
- Multi-lingual menus available
- Built-in remote or on-site feature upgrade capability
- 1.5 Amps 12 VDC smoke and auxiliary output with OVC protection
- 16.5 VAC 50 VA plug-in transformer included
- 1.5 Amps 12 VDC supervised bell output
- Multiple on-board status LEDs

XR500N/XR500E SYSTEM FEATURES

- On-board Ethernet
- Bank, Safe and Vault Operation
- Two Man Rule, Panic Button Test and Early Morning Ambush

XR500E SYSTEM FEATURES

- Built-in AES (Advanced Encryption Standard) Encryption
- NIST Certified and UL Listed Encryption
- Unique user-programmable passphrase for greater security

DMP
Digital Monitoring Products

XR500 SERIES

NETWORK COMMUNICATION

The XR500N Network version is the perfect solution for multi-site applications where the Internet or LAN/WAN is available.

Built-in Ethernet communication enhances network options and provides UL High Line Security (UL AA). Both UDP and TCP communications are supported.

ENCRYPTION

The XR500E provides encrypted data transmission and is ideal for secure environments where encrypted data is required. Using AES (Advanced Encryption Standard) Encryption ensures secure data transmission by using a unique alphanumeric passphrase. UL Listed and NIST Certified Encryption.

COMMUNICATION

The XR500 Series is unmatched in its communication capability with Serial 3 digital dialer, CID and Network Monitoring. In addition, the XR500 Series can report to multiple central station receivers. DMP Serial 3 format supports 16-character user, zone and area names to decrease the central station response time and limit dependence on automation literal tables for message conversion.

BUILT-IN PROGRAMMER AND DIAGNOSTICS

Enables installers and service technicians to fully program the system and run diagnostics from any DMP LCD keypad.

CANCEL/VERIFY

In a Home/Sleep/Away or All/Perimeter system, CANCEL a burglary alarm or VERIFY that a valid burglar alarm has occurred. Selecting VERIFY manually verifies the alarm and an alarm verification message is sent to the Central Station.

FLASH UPDATEABLE

The XR500 Series panel accepts software updates from a remote location using Remote Link™ software. As new XR500 feature updates release, perform the flash update remotely. No need to make a trip to the site to update the panel with the latest software version.

AREAS

Program up to 32 areas with a variety of options, including independent arming. Each area has a unique name and may have its own account number.

Common areas automatically arm when the last independent area is armed and disarm when the first independent area is disarmed. This is ideal for lobbies or areas where users need common access to specific areas only.

AREA DISPLAY

To provide more system flexibility, any combination of areas may be assigned to a particular keypad. In this manner, a 32-area system could function as 16 mini-systems, each having two areas of protection that are controlled from a single keypad.

ALL/PERIMETER OR HOME/SLEEP/AWAY OPTIONS

The XR500 Series panels support All/Perimeter or Home/Sleep/Away operation.

When All/Perimeter operation is selected, Area 1 is the Perimeter and can be separately armed allowing Area 2, the Interior, to remain unarmed while you are inside.

When Home/Sleep/Away operation is selected, Areas 1 and 2 operate as in an All/Perimeter system. Area 3 is the Bedroom area and allows users to arm the perimeter and interior at night while leaving the bedroom area disarmed.

DMP WIRELESS

Two Way

The easily programmable 900MHz frequency-hopping spread-spectrum DMP 1100X Series wireless system features Two-way communication for superior operation, supervision and battery life. Two-way communication minimizes repetitive signaling and helps to quickly identify missing transmitters. Simple keypad access can be used to verify that wireless device zones are in working order.

ZONE EXPANSION

The XR500 provides up to 574 zones, programmable for burglary, fire and access applications. The system contains eight burglary zones and two Class B 12 VDC powered zones. Up to 64 zones are available on 16 keypad addresses and up to 100 zones are available on the built-in LX-Bus. Add up to 500 zones using Expansion Modules.

CROSS-ZONING

This powerful feature allows zones to be programmed to report alarms only when one or more zones trip twice within 4 to 250 programmable seconds. If only one zone trips within the specified time, a fault report is sent to the central station.

10,000 USER CODES

Each user can be assigned to one of 99 different profiles that provide access to any combination of areas.

12,000 EVENT MEMORY

The Display Events feature allows users to view up to 2,000 stored openings and closings, zone events, user code and schedule changes and supervisory events. Sort events by a particular user, door and date range. The remaining 10,000 events detail door access granted events separately for easy review. Events may be viewed at any system keypad or uploaded to Remote Link™ software.

EVENTS MANAGER

Save dial-up monitoring costs by using the Events Manager option to buffer specific non-alarm reports. Automatically download them to the receiver when memory is full or keep them in memory until downloaded with DMP Remote Link™ Software.

SPEC SHEET

FIRE DRILL AND ONE-MAN WALK TEST

Users can test fire notification bells using the Fire Drill feature. A special code is also available for installers to test the system. The one-man walk test feature allows a single technician to check the panel response to burglary, fire, panic and supervisory zones.

OUTPUTS

The XR500 allows the use of two SPDT relay outputs and four open-collector outputs, which may be activated by zone or system events, by schedule, through the User Menu or when a card is presented. Output Groups allow multiple outputs to activate with a single event and/or can be assigned to a particular user profile. Up to 500 outputs are available on the XR500 LX-Bus when optional output expanders are used.

OUTPUT SCHEDULES

Achieve maximum system flexibility with 100 programmable schedules that simplify planning and operations. Control any contact-activated device with schedules that automatically regulate relays and switched-ground outputs.

DOOR STRIKE SCHEDULES WITH OVERRIDE

Specific doors may use output schedules to unlock during certain times of the day or night, or the card reader can be completely disabled when desired. The schedule override feature keeps doors locked should the business open later or close earlier than scheduled.

SHIFT SCHEDULES WITH HOLIDAYS

Up to four independent Shift schedules are available for each of the 32 areas. Shift schedules are used when areas are programmed to automatically arm or disarm and to transmit area Late-to-Close reports. Shift schedules are assigned to user authorities, called Profiles, to define scheduled permissions for system users. Override normal day-to-day schedules up to a year in advance with up to 20 user-selectable Holiday Dates. Independent holiday schedules are available for each shift, output and door-strike schedule.

MULTI-LINGUAL DISPLAY OPTION

XR500 Series systems may be programmed to display the User Menu and Status Display text in multiple languages. When the Command key is pressed, the option to choose a language displays. Select the language to use. The language chosen continues to display at the keypad until another language is chosen.

KEYPAD SHORTCUT KEYS

Keypad shortcut keys are provided to simplify operation and allow the user to arm, monitor or reset the system.

THINLINE™ AND AQUALITE™ KEYPADS

The stylish and sleek 7000 Series keypads provide three 2-button Panic keys, AC power and Armed LEDs, 32-character display, backlit logo and keyboard plus an internal speaker. Aqualite Series keypads offer a brilliant Aqua colored LCD display and backlighting.

Aqualite/Thinline Keypad

VALUABLE VISUAL ALARM INDICATOR

In a normal state, both the keypad and logo backlighting remain Blue on Aqualite keypads or Green on Thinline keypads. However, during an alarm state, the keypad and logo turn Red. The change in color allows persons on-site to instantly recognize an alarm condition.

Red Backlighting for Alarm Conditions

7760 CLEAR TOUCH™

An attractive new user interface featuring a glass touchscreen instead of traditional keys. The Blue touchscreen display turns Red for alarm conditions. Available in White, Black or Platinum, the 7760 adds elegance and style to any installation.

7760 Clear Touch™ Keypad

16 INDEPENDENT ACCESS CONTROL DOORS

Any access control reader with a 26-40 bit Wiegand output can be connected to the XR500 Series panel. Attach card reader inputs to up to 16 different locations.

ACCESS CONTROL

The XR500 system can restrict access by schedule, arming level or other criteria. The specific reason for access denial can be displayed on the keypad, stored in events, logged on a local printer (DMP 462P required), sent to the central station and to DMP Advanced Reporting software.

AUTOMATIC BURGLARY SYSTEM DISARMING

The XR500 is an integrated burglary, fire and access control system that can be configured for users to gain access and disarm the area using a single card read!

ANTI-PASSBACK

Specific doors and readers can be designated for access to, or egress from, specific areas in the system. This operation requires users to card in and card out of a specific area. Users failing to egress the area are not allowed access into the area again until authorized by the system administrator.

Digital Monitoring Products

XR500 SERIES

KEYPADS

7000	Series Thinline Keypads
7000A	Series Aqualite Keypads
7760	Clear Touch Keypad
630F	LCD Remote Fire Command
690/790	Series LCD Security Command
ePAD™	Virtual Keypad

EXPANSION MODULES

708	Bus Extender
710/710F	Bus Splitter/Repeater
711	Single Zone Expansion
712-8	8-zone Expansion
714	4-zone Class B Expansion
714-8	8-zone Class B Expansion
714-16	16-zone Class B Expansion
715	4-zone 2-wire smoke Expansion
715-8	8-zone 2-wire smoke Expansion
715-16	16-zone 2-wire smoke Expansion
716	Output Expansion, 4 Form C relays, 4 open collector outputs
717	Graphic Annunciator: 20 open collector outputs
725	4-zone Expansion, 24 VDC
736P	Radionics Interface
739	X-10 Interface

INTERFACE CARDS

461	Interface Adaptor Card
462N	Network Interface Card
462P	Printer Interface Card
481	Expansion Interface Card

AUXILIARY MODULES

860	Relay Output Module
865	Style Y/Z Notification Circuit Module
866	Style W Notification Circuit Module
867	LX-Bus Notification Circuit Module
869	Style D Initiating Circuit Module
893A	Dual Phone Line Module

PULL STATIONS

850	Series Pull Stations

SMOKE/HEAT DETECTORS

521B/BXT	Addressable Smoke, CleanMe
NS6-100W	Detector Base
521LX/LXT	Addressable Smoke/Heat CleanMe
SLR-835B	Conventional Smoke
SLR-835BH	Conventional Smoke/Heat

TRANSFORMERS

322	Wire-in 56 VA
327	Plug-in 50 VA (Included)
323	Wire-in 56 VA (350 or 350A enclosure required)

POWER SUPPLIES

502-12	2 Amps @ 12 VDC
505-12/LX	5 Amps @ 12 VDC
505-12L	5 Amps @ 12 VDC
505-12A	5 Amps @ 12 VDC

INTRUSION DETECTORS

Sentrol® Contacts and Sensors
Optex PIRs
Potter Contacts and Sensors
Tane Contacts and Water Sensors
Virtually any other Intrusion Detectors

ACCESS CONTROL

733 or 734	Wiegand Interface Module
OP-08CB	REX Motion Detector
PB-2	Request-to-Exit Button

Proximity Readers and Credentials
DMP ProxPatch

CENTRAL STATION RECEIVERS

SCS-1R	Security Control Receiver
SCS-105	Single-Line DMP Serial 3 Receiver

Compatible with Central Station Receivers that accept Standard CID, DD, or DMP Serial 3 messaging

WIRELESS

738A	Ademco 32-point Expansion Module
738I	ITI 96-point Expansion Module

DMP WIRELESS

Two Way

1100X	Wireless Receiver
1101	Universal Transmitter, Internal and External Contacts
1102	Universal Transmitter, External Contact
1114	Wireless Four-Zone Expander
1116	Wireless Relay Output
1117	Wireless LED Annunciator
1118	Wireless Remote Indicator Light
1121	Pet Immune PIR Motion Detector
1124	360° Coverage PIR Motion Detector
1125	PIR Motion Detector
1129	Glassbreak Detector
1139	Bill Trap
1142	Two-Button Hold-up Transmitter
1142BC	Two-Button Belt Clip Hold-up Transmitter
1145	Four-Button Key Fob
1146	Two-Button Key Fob
1147	One-Button Key Fob
1161	Residential Smoke Detector
1162	Residential Smoke/Heat Detector

ACCESSORIES

300	Four-wire Harness
303	Silence/Reset Push-Button
305	Plug-in Output Relay
306	Tamper Harness
307-S	Screw-On Tamper Switch
3012	Clip-On Tamper Switch
335	Intrusion Siren
370	Lightning Suppressor
374	Surge Voltage Suppressor
382-6	AnyNET-DMP Cable (6')
382-50	AnyNET-DMP Cable (50')
399	Programming Harness
431	Output Harness
861	Power Distribution Module

COMPUTER SOFTWARE

Remote Link Programming Software
System Link End-User Management Software
Link Server Application

SYSTEM SPECIFICATIONS

Primary Power (included)	16.5 VAC 50 VA transformer
Secondary Power	12 VDC Battery
Models	365, 366, 367, 368 or 369
Output Rating	
Bell	1.5 Amps at 12 VDC
Smoke and Auxiliary	1.5 Amps at 12 VDC
Current Draw	180mA
Enclosures:	
Material	Cold-rolled steel
Model 350 (Gray or Red)	17.5" W x 13.5" H x 3.5" D
Model 350A (Gray)	17.5" W x 13.5" H x 3.75" D
Model 352X (Gray)	14.5" W x 32" H x 4.0" D
Model 341 (Gray)	12.75" W x 6.55" H x 2.9" D

LISTINGS AND APPROVALS

Refer to the XR500 Series Installation Guide (LT-0681), XR500 Series Programming Guide (LT-0679) and specific compliance listings for installation and programming requirements necessary to meet a particular approval.

Underwriters Laboratories (UL) Listed
- UL Bank, Safe and Vault
- UL AA High Line Security
- UL Encrypted High Line Security

Underwriters Laboratories Canada (ULC) Listed
NIST Validated XR500E Encrypted Command Processor Certificate #130
ANSI/SIA CP-01-2000 False Alarm Reduction
New York City (MEA)
California State Fire Marshal (CSFM)
FCC Part 15
FCC Part 68
For additional information, visit www.dmp.com and select Compliance.

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800-641-4282
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2500 North Partnership Boulevard
Springfield, Missouri 65803-8877

Back-Up Alarm System

In accordance with section 21a-408-62(c) of the Regulations, Great River Growers LLC will install a back-up alarm system approved by the Commissioner of the Department of Consumer Protection. Such back-up alarm system will detect unauthorized entry during times when no employees are present at the production facility. The company intends to install a secondary alarm system provided by **Safe & Sound Security**, a commercial grade equipment supplier based out of Plainville, Connecticut.

Maintenance and Access to the Security System Equipment

In order to ensure that the production facility is secured and effectively monitored, Great River Growers LLC is committed to maintaining an electronic recording system that is in good working order at all times so as to prevent any theft, loss, destruction or alterations. Each production facility employee or security system service employee who has been authorized to oversee the functioning of the security system will be required to report any malfunctioning of the system to the General Manager and Security Manager immediately.

In addition, Sonitrol New England will inspect the security system at least two times a year to ensure that all components function correctly. The inspection consists of a system/communications test, system reset, check of all devices and equipment for proper operations, adjustment or replacement, including cleaning of all lenses, equipment or devices, replacement of any system batteries, if needed, and verification and updating of all subscriber information.

In order to attain the utmost safety and protection for the production facility, security staff will limit access to the surveillance area to only those persons essential to surveillance operations. Biometric locks will be used to secure the surveillance room, requiring all authorized employees to verify their fingerprint in order to gain access. The electronic recording system hub and all recordings will be stored in a locked, tamper-proof compartment within the surveillance room. Such surveillance area will always be locked and will not be used for any other function.

When appropriate, security staff will permit access to law enforcement agencies, security system service employees, the Commissioner or the Commissioner's authorized representative, and others when specifically approved by the Commissioner. The Security Department will maintain and make available upon request to the Commissioner or the Commissioner's authorized representative a current list of authorized production facility employees and security system service employees that have access to the surveillance area.

Below are technical specifications for our intended biometric lock system:

Specifications:	
Fingerprint sensor:	CMOS Optical sensor
Scanning time:	<0.4 second>
Recognition time:	<0.2 second>
FAR/False acceptance rate:	<1/100,000
FRR/False rejection rate:	<3/100
Operating voltage:	6 AA 9VDC alkaline batteries
Weight:	10 lbs
Operating Temperature:	32° F to 113° F
Outdoor Dimensions:	10 13/16" x 3" x 1 23/32
Indoor Dimensions:	10 13/16" x 3" x 1 7/16"; lock tongue: 3 15/16" x 2 3/8" x 1"
Door Thickness:	1 1/2" to 2 5/32"

Lighting

Great River Growers LLC will ensure sufficient lighting on the outside perimeter of the registered premises to be used each day between sunrise and sunset. Such lighting will adequately illuminate the registered production facility and its immediate surrounding area, including parking and entry areas. Specifically, Great River Growers LLC intends to install 400-watt HID metal halide security lights.

Exterior lighting will be installed near video surveillance devices to ensure proper illumination for the identification of people, vehicles and license plates within 40 feet of the building. The outdoor lighting will be hooded to deflect light away from adjacent properties. Sufficient exterior lighting will serve as a deterrent for robbery and burglary.

3.5 Compliance with Section 21a-408-63: Reportable Events

The Security Department of Great River Growers LLC's top priority is the safety and security of our staff, records and inventory. Upon becoming aware of discrepancies identified during inventory, diversions, theft, loss, or unauthorized destruction of any Medical Marijuana or any loss or unauthorized alteration of records related to Medical Marijuana or qualifying patients, production facility employees will immediately notify the Security Manager and the General Manager. Once made aware, Great River Growers LLC will immediately notify the appropriate law enforcement authorities and the Drug Control Division of the Department of Consumer Protection.

All notices made pursuant to section 21a-408-63(a) of the Regulations to the Department of Consumer Protection will include signed statements detailing the circumstances of the event, including an accurate inventory of the quantity and brand names of any Medical Marijuana diverted, stolen, lost, destroyed or damaged. Such signed statements will also include a confirmation that the local law enforcement authorities were notified. Such notices will be made as soon as practical, but in no case later than 24 hours after the discovery of the event.

Production facility staff will immediately inform the Security Manager and the General Manager of any of the following events:

1. An alarm activation or other event that requires response by public safety personnel;
2. A breach of security;
3. The failure of the security system, including the surveillance system and the alarm system, due to a loss of electrical support or mechanical malfunction that is expected to last longer than five minutes; and
4. Corrective measures taken, if any.

Once notified of any of the above triggering events by staff, Great River Growers LLC will in turn notify the Drug Control Division of the Department of Consumer Protection of the same no later than the next business day, followed by a written notification no later than ten business days after the triggering event.

3.6 Compliance with Section 21a-408-64: Disposal of Marijuana

Great River Growers LLC security personnel will oversee the proper disposal of all undesired, excess, unauthorized, obsolete, adulterated, misbranded or deteriorated Medical Marijuana by a dispensary. Such disposal will be conducted in the following

manner:

1. By surrender without compensation 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 Medical Marijuana non-recoverable.

Security personnel will also oversee the completion of the required records of such disposal by Great River Growers LLC. Such records will indicate the date and time of disposal, the manner of disposal, the brand name and quantity of the Medical Marijuana disposed of, and the signatures of the persons disposing of the Medical Marijuana, the authorized representative of the Commissioner and any other persons present during the disposal. Such records will be maintained and made available in accordance with section 21a-408-70 of the Regulations.

4.0 SECURITY TRAINING

Great River Growers LLC will train security personnel in industry standards and crime prevention prior to deployment. All security personnel will be required to complete a nationally developed safety training program, a formal evaluation, and an orientation and annual training seminar as a condition of employment within Great River Growers LLC's production facility.

All production facility personnel in every department will be trained in conflict resolution and the handling of emergency situations, including procedures for communicating with local law enforcement.

Furthermore, all production facility employees, including security personnel, will receive a copy of Great River Growers LLC's Safety Handbook during their orientation training. The Safety Handbook includes procedures for natural disasters (fire, earthquake, etc.), robbery, biological threats, evacuation plans, as well as safety and security prevention measures to ensure the safest environment possible and the ongoing well-being of patients, production facility staff, and the surrounding area.

In addition, Sonitrol New England will provide training to production facility employees on the operation of the alarm and camera systems, if appropriate given the staff member's responsibilities within the organization. A certificate of completion for all training will be provided to trained participants.

5.0 SECURITY REPORTS

5.1 Incident Log

Great River Growers LLC will utilize incident logs (to be called an Incident Report) to document the occurrence of specific events. Security incidents will be reported in order to provide information to corporate management for decision-making purposes, particularly in regards to the recovery of lost or stolen property, restitution for losses, and facilitation in the formulation of future risk-reduction practices, policies and procedures. Each Security Incident Report must be classified using one of the following:

- Security incident/law violation which may result in the dismissal or prosecution of employee(s)
- Alarm/false - fire
- Alarm/false - security
- Arrests by law enforcement
- Assault, attack, molestation or threats to employees while on company property or in the performance of their work
- Break & enter - building
- Burglary or attempted burglary of the Great River Growers LLC building(s)
- Confrontations between staff and others
- Damaged Property - malicious or extensive
- Disturbance - employee/patient/contractor/visitor
- Drug abuse
- Fire
- Found property
- Incidents which have a potential for receiving media coverage
- Injuries to staff, contractors, visitors, patients
- Incidents involving homicide, weapons, hostages, sabotage, explosions or hazardous chemicals
- Lost or stolen medicine
- Missing property - facility/personal
- Misuse of company information and data processing where financial gain or damage to Great River Growers LLC is involved
- Reports of substance abuse or sale of narcotics on property
- Robbery - armed/unarmed, or attempted robbery committed on Great River Growers LLC property, or of a Great River Growers LLC employee in the course of company business, regardless of whether anything was

taken

- Sexual incident - harassment/assault/obscene call/other
- Suspicious person - contact
- Suspicious person - no contact
- Suspicious circumstances - general
- Theft or vandalism of Great River Growers LLC property by an employee
- Theft or loss of Great River Growers LLC credit cards
- Theft, forgery or alteration of Great River Growers LLC checks
- Theft, unauthorized disclosure, loss, malicious destruction of Great River Growers LLC proprietary information, or physical assets classified as sensitive, high-risk or confidential to include espionage, eavesdropping or other improper means of obtaining same
- Threat - bomb
- Threat - other, received by staff, visitors or contractors
- Trespass
- Vandalism - facility/personal/vehicle
- Violation of any other law on company premises

In general, all thefts, damage or loss over $500 will be reported immediately. All security incidents listed above will be reported to the Security Manager. Follow-up reports will be submitted concerning any significant developments relating to the incident. All incidents must be formally handled to completion.

5.2 Condition Report Classifications

The following should be reported within a shift, unless supervisory personnel deem it necessary to report more expeditiously. Non-incident situations generally are reported on a Security Condition Report, which must be classified by one of the following:

- Any situation which may lead to litigation
- Conditions which threaten safety of building or personnel (life-safety)
- Computer viruses
- Environmental conditions threatening property
- Information threatening the reputation of Great River

Growers LLC

- Lights left on
- Lights left off
- Labor disputes
- Malfunction - locks and key
- Maintenance problem - lights out, broken locks, water leaks, broken windows, etc.
- Miscellaneous
- Natural disasters
- Potential fire hazards
- Open doors and windows
- Strange odors
- Unlock request
- Unsafe condition

All security conditions listed above should be reported to the Security Manager. Follow-up reports should be submitted concerning any significant developments relating to the situation. All security conditions must be formally handled to completion.

5.3 Reporting to the Local Law Enforcement

In a non-emergency incident, or when life/safety is not a concern, security personnel are required to work with the Security Manager prior to reporting a relevant security incident to law enforcement authorities.

Any incident involving lost or stolen medicine must be reported to the local police department via a police report. All reports must be made within 24 hours of becoming aware of the theft or loss.

To notify the law enforcement, staff will do one of the following:

- Call 911
- File in-person with the local police department
- Submit a written report to the local police department

Great River Growers LLC will investigate all work-related accidents in a timely manner. The Security Manager is responsible for accident investigation; other management personnel will be involved as needed.

All incidents are documented on individual Incident Reports, but they are also tracked by type, location and number of incidents on a monthly Incident Summary. There is one Incident Summary "By Type," and one "By Location." Incident Summaries are completed at each month's end and submitted to the Security Manager and General Manager along with a copy of all Incident Reports for that month. All Incident Reports should be maintained indefinitely by the Security Department.

6.0 PROCEDURE FOR PREVENTING THE USE OF MEDICAL MARIJUANA WITHIN THE PREMISES

Great River Growers LLC prohibits the consumption of Medical Marijuana within the production facility. The facility will ensure compliance in various ways including stated policy, ample signage, and various handbooks, the receipt of which must be acknowledged in writing by patients and staff. Great River Growers LLC will further explain orally to its patients upon orientation that consumption is prohibited on site, and discuss in detail a patient's rights under the Act and Regulations. Additionally, all production facility employees will be required to sign a Code of Conduct policy that includes an acknowledgment of the prohibition of on-site consumption and a certification that they will abide by such restriction.

Any employee caught violating this policy will be subject to disciplinary action including termination and possible involvement of law enforcement authorities if the employee is not a registered patient. In addition, the Security Manager and/or security personnel will frequently patrol the production facility and surrounding area for unlawful consumption of Medical Marijuana.

7.0 PROCEDURE FOR PREVENTING ENTRY TO RESTRICTED ACCESS AREAS

The access control system that Great River Growers LLC intends to use has been designed to provide accountability and limit access to various areas of the registered production facility – particularly those areas that house critical assets such as the vault, the cultivation areas, the kitchen area, and surveillance room. Using state-of-the-art technology, the access system intended to be utilized will grant entry to areas of the registered production facility through the use of card readers and biometric locks that require thumbprint recognition for access. The access system will allow the security department to maintain a full audit trail of everyone who enters or leaves any secure area of the production facility.

As an additional measure to prevent unauthorized entry to limited-access areas of the production facility, security personnel will ensure that all locks and security equipment in the facility are in good working order at all times, particularly the locks to the dispensary department, surveillance room, and the vault room (entry to such areas will be locked at all times). Security personnel will monitor the premises to make sure no keys or access cards are left unattended or stored in a location accessible to persons other than

specifically authorized employees.

Great River Growers LLC will also post a sign, which will be twelve inches by twelve inches, at all entry ways into any area of the production facility containing Medical Marijuana that states: "DO NOT ENTER – LIMITED ACCESS AREA – ACCESS LIMITED TO AUTHORIZED EMPLOYEES ONLY."

Furthermore, security personnel will visually monitor employee entry to limited-access areas of the production facility. All employees will be required to obtain and have on their persons a color-coded identification card while working at the production facility. Only those employees possessing a valid identification card who have been authorized by management to enter restricted-access areas will be able to enter through the use of biometric fingerprint readers as described below.

Equipment Preventing Access

Great River Growers LLC intends to use the XR500 Series Access/Burglary/Fire 574-Zone Command Processor Panel. The XR500 is an integrated burglary, fire and access control system that can be configured for users to gain access and disarm the area using a single card reader. The XR500 system can restrict access by schedule, arming level, or other criteria.

The specific reason for access denial can be displayed on the keypad, stored in events, logged on a local printer, sent to the central station, and to DMP Advanced Reporting software. An anti-passback feature is also available. Any access control reader with a Wiegand output can be connected to the XR500 series panel. Card reader inputs can be attached to up to 16 different locations.

Great River Growers LLC intends to install at least [redacted] alarm control keypads (LCD touchpad terminals) at the following locations:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

In addition, Great River Growers LLC intends to install at least eleven (11) full-featured Biometric Fingerprint Reader Access Control Devices with HID Proximity and Integrated Pin Pad at the following locations to control access to areas of the facility:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

8.0 CLOSING PROCEDURES

At the end of each day, after the production facility closes for business, the Security Manager and/or security guard will have a brief meeting with Great River Growers LLC staff to discuss the events of the day and to resolve any outstanding issues.

The closing Security Manager and/or security guard are required to stay on-site until all production facility employees have left the building. Security personnel will always be the last to leave the property, without exception. There is not an exact shift end time since the needs of the production facility will vary from day to day.

Once EVERYONE, including staff, is out of the building, the Security Manager and/or security guard does the final end-of-day internal sweep of the building, walking through the entire building to ensure no one is left in the building, closing and securing all doors and windows, and turning off all lights that need to be turned off using a closing checklist.

The authorized closer (General Manager or Security Manager) then performs a second sweep of the building to “double check” that all is secure, sets the alarm, exits the building, and locks the front door.

9.0 VAULT ROOM AND STORAGE OF PRODUCTS

Great River Growers LLC intends to store all Medical Marijuana in a private, secured vault that is climate-controlled and monitored by an external service, 24-hours a day, for both security and changes in environment (temperature and humidity). Rather than using a traditional safe, Great River Growers LLC will convert the storage space into a walk-in safe ("vault"). Great River Growers LLC will need to store a large amount of processed product, along with a secure freezer and refrigerator to store alternative Medical Marijuana products (such as baked goods), requiring the conversion of the storage space into a vault room rather than a single, stand-alone safe. Great River Growers LLC will store cash and other valuables in a secure safe located inside the vault room.

Access to the secure storage area will be heavily restricted and monitored through the use of the XR500 access control system that Great River Growers LLC intends to install. For example, only employees who have been authorized by management will have access to the secured storage area. This will be monitored through staff credentials stored in the access control system. Additionally, only a limited number of authorized employees possessing a valid color-coded identification card will be granted access to the secured storage and staging areas. The vault room will also be protected by a volumetric alarm and motion sensors. All limited access rooms will be monitored for security, temperature and humidity controls 24-hours a day by Sonitrol New England. Should alarms go off for security or changes in the environment, staff will be alerted promptly.

Great River Growers LLC will use sophisticated product-tracking software to monitor inventory and sales transactions. Should any Medical Marijuana be identified as lost or stolen, Great River Growers LLC will report this to local law enforcement by filing a police report within 24 hours of becoming aware of the theft or loss.

The production facility will maintain a separate quarantine area for the temporary storage of all Medical Marijuana products that are outdated, damaged, deteriorated, misbranded, or adulterated until such products are destroyed in accordance with the Act and Regulations. Any products whose containers or packaging have been opened or breached will also be temporarily storage until destroyed.

For more information regarding product disposal, please see Section 3.6 herein.

10.0 MEDICAL MARIJUANA DELIVERIES

10.1 Registered Dispensary Facility Relationships

Great River Growers LLC's General Manager and Manufacturing & Inventory Manager will conduct an in-person meeting with a representative from the registered dispensary facility prior to selling and transporting medicine. This policy will help Great River Growers LLC staff to build one-on-one relationships with the registered dispensary

facilities in order to ensure understanding of their unique and customized needs.

The in-person meeting also serves a security purpose in that personnel from both companies have an opportunity to evaluate the level of security under which each is operating.

10.2 STAGING PROCEDURES

Company policies regarding staging (i.e. loading the delivery vehicle before transportation) are as follows:

- Loading of Medical Marijuana products into the delivery vehicle will only take place in the staging area of the production facility and only in the presence of a security staff member and either the General Manager or the Manufacturing & Inventory Manager.
- All actions and activities from the initial handling of the inventory in the vault room to the final placement of the dispensary facility orders in the delivery vehicle will be conducted within the view of the surveillance system and will be recorded for future reference in case of any issues.
- Each dispensary facility purchasing an order from the production facility will have a dedicated container/lockbox used to transport its order. Orders for distinct dispensary facilities will never be commingled within the same container/lockbox. This procedure will reduce delivery errors.
- Each dedicated container/lockbox will only have two sets of keys in existence- one possessed by Great River Growers LLC and one possessed by the dispensary facility manager at each of the company's dispensary facility clients. Dispensary facility managers will be required to sign an agreement prohibiting the reproduction of the container/lockbox key so that duplicates are not made available to unauthorized personnel. This procedure (1) ensures that orders are not tampered with during transportation, (2) nullifies the risk that an order is delivered to the wrong dispensary facility, (3) decreases the risk that an unauthorized person has access to the order, and (4) increases the difficulty for diversion, theft or loss of products.

10.3 Great River Growers LLC Transportation Policies

Company policies regarding transporting medicine are as follows:

- Times for delivery are not set up on a weekly timed schedule. For security reasons, the days of the week and times are changed regularly to thwart any possibility of robbery.
- Deliveries of product are not announced on any company calendar, nor are they put into any online calendar for view by the general public.
- The General Manager or Manufacturing & Inventory Manager will complete a shipping manifest using a form prescribed by the Commissioner of the Department of Consumer Department prior to transportation.
- Delivery staff will securely transmit a copy of the shipping manifest to the dispensary facility that will receive the products at least 24 hours prior to transport.
- The General Manager or Manufacturing & Inventory Manager will securely transmit a copy of the shipping manifest to the Department of Consumer Protection at least 24 hours prior to transport.
- Great River Growers LLC will maintain all shipping manifests and will make them available in accordance with section 21a-408-70 of the Regulations.
- The delivery team will always consist of at least two employees so that at least one delivery team member will remain with the delivery vehicle at all times that such vehicle contains Medical Marijuana.
- Delivery staff will possess a Department of Consumer Protection-issued identification card at all times when transporting or delivering Medical Marijuana and will produce such card to the Commissioner of the Department of Consumer Protection, the Commissioner's authorized representative or law enforcement officials upon request.
- Delivery staff will ensure all products will only be transported in a locked, safe and secure closed-compartment storage trunk that is part of the delivery vehicle and not visible from outside of the delivery vehicle.
- Delivery staff will only travel directly from the production facility to the dispensary facility that will receive the products and will not make any stops in between, except to other

dispensary facilities that will receive its own products.

- Delivery staff will use cell phones or another secure form of communication with employees at the production facility at all times the delivery vehicle contains Medical Marijuana.
- Staffing at the delivery facility that will receive the products must be adequate and security must be in place during delivery in order to ensure the safety of all parties.
- All receiving of deliveries must take place within a secure locked area of the dispensary facility to ensure safety for Great River Growers LLC employees.
- Unpacking of all deliveries must take place in a secure locked area of the dispensary facility; there is no unpacking in view of the general public, patients or primary caregivers.

10.4 Delivery Process

A delivery staff member will notify the registered dispensary facility via telephone that the delivery team is approximately five minutes from arrival. This will allow the dispensary facility to alert its security team of the pending delivery. Upon arrival in the dispensary facility parking lot, the delivery team will request identification of the dispensary facility personnel prior to removing the products from the locked, secure closed-compartment storage trunk of the delivery vehicle.

After identification and verification of dispensary facility employees, the delivery team will remove the products from the delivery vehicle and transport the products into a secured and locked area of the dispensary facility where the delivery will be reviewed and sold to the dispensary facility. The delivery team will issue an invoice (and any additional product information) that details the order in accordance with the Act and Regulations. The transfer of custody is completed under supervision of both our staff and the receiving dispensary staff. All documentation will require signature confirmation and releases to complete the delivery process.

Once the delivery is complete, the delivery team will either immediately return to the production facility or will continue with any other planned deliveries to other dispensary facilities in accordance with the Great River Growers LLC delivery policy described above.

GREAT RIVER
GROWERS

Appendix B

Producer Backer Information Form

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

Appendix B
Producer Backer Information Form

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

Section A: Backer Information

1. Backer business type:

☐ Sole Proprietorship	☐ Corporation	☒ Limited Liability Co.	☐ Partnership	☐ Limited Liability Partnership	☐ Unincorporated Association	☐ Other: _____

2. Legal Name of Backer: Columbia Care CT LLC		
3. Trade Name of Backer (if applicable): N/A		
4. Street Address (including Apartment or Suite #): 1131-O Tolland Turnpike		
5. City: Manchester	6. State: CT	7. Zip Code: 06042
8. Daytime Telephone Number: (203) 442-9000	9. Fax Number: N/A	10. E-mail Address: bmayerson74@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 producer; or
- Appendix D in all other instances.

11. Name (First, Middle, Last):	12. Percentage of ownership
Col. Care (Delaware) LLC a/k/a Columbia Care	[redacted]

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:
N/A	N/A	N/A	N/A
17. State	**18. Issue Date (month/year): Expiration Date (month/year):**	**19. Type:**	**20. Number:**
N/A	N/A	N/A	N/A

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.

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:
[redacted]	11/13/2013

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:
[redacted]	11/13/2013

Appendix C

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

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

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): Nicholas Vita			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: Member/Chief Executive Officer	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted]	10. Social Security Number: [redacted]	11. Gender: ☒ Male ☐ Female	

Section B: Employment Information

12. Current or Most Recent Employer: Apelles Investment Management		13. Date of Employment: Start Date: 6/06 End Date: : Present	
14. Employer Address (including Apartment or Suite #): 767 Third Avenue, 17th Floor			
15. City: New York		16. State: NY	17. Zip Code: 10017
18. Daytime Telephone Number: 212-888-5280	19. Fax Number: N/A	20. E-mail Address: N/A	

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?

X☐ Yes ☐ No

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

X☐ 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.

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

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.

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 XX

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 XX

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

Section G: Criminal Actions

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

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

Section H: Criminal Background Check

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

39. Signature: ▶ [redacted]	40. Date Signed: 11/13/13

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

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

41. Signature: ▶ [redacted]	42. Date Signed: 11/13/13

Nicholas Vita
Appendix C
Section D: Marijuana Business Experience
Question 23

Ventureforth LLC

- Business Name: Ventureforth LLC (hereinafter, "Ventureforth")
- Business Location: Washington D.C.
- All titles and Responsibilities held by you at business, including the time frame for each: Chief Executive Officer, Member of Board of Directors, October 2011 to Present
  - As the lead Member of the Board of Ventureforth, I managed and oversaw the successful submission of a request for proposal (RFP) to the Washington D.C. Department of Health (DOH). The DOH awarded Ventureforth both a dispensary license (one of three to be issued) and a cultivation license (one of five to be issued) in Washington, D.C. Our company received the first license awarded in Washington, D.C. and was the first dispensary to begin operating. Ventureforth was the only group awarded both a cultivation and a dispensary license in a highly competitive process with several hundred applicants.
  - I arranged a capital raise of over $2.2mm to finance the construction and buildout of infrastructure for each location and team. As CEO (as of December 2011), I currently oversee a team of 8 employees between both locations.
  - Ventureforth currently has over 55% of the market share in one of the nation's only for profit markets. I oversaw an increase in revenue from zero to over $1000 per day and reduced operating costs by over 60% to bring company to breakeven.
  - I also served as a liaison to numerous local community groups, including a law enforcement and police – implemented charity care program, and several philanthropic giving initiatives.
- The Date of your association with the business: December 2011 - Present
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
  - I am currently the Chief Executive Officer.
- 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.
  - Ventureforth has never been accused of violating any law or regulation during the time I have been associated with the business.

Salubrious Wellness Clinic, Inc. (d.b.a. SWC Tempe)

- Business Name: Salubrious Wellness Clinic, Inc. (d.b.a. SWC Tempe) (hereinafter, "SWC Tempe")
- Business Location: Tempe, Arizona
- All titles and Responsibilities held by you at business, including the time frame for each: Chief Executive Officer and Member of the Board of Trustees, March 2013 – Present.
  - Negotiated acquisition of supermajority control interest in the business and oversaw the final review of the license application for SWC Tempe.
  - SWC Tempe was awarded an Approval To Operate license by the State of Arizona after it achieved a perfect score (no deficiencies) on its license application in the highly competitive and coveted Tempe market. Following licensure, I managed the design, permitting, and the build-out processes, completing these processes in two months.
  - As Chief Executive Officer, I structured a partnership with local operators and built a team to operate both a 1,000 square foot dispensary and a 30,000 square foot cultivation facility at separate locations. I now oversee a team of 18 employees at two facilities. Our dispensary treats over 100 patients per day, seven days per week.
  - I was responsible for the development of proprietary inventory and efficient point-of-sale (POS) tracking processes as well as inventory procurement techniques.
  - I directed and participated in the development and implementation of all policies and procedures as well as all sales and marketing initiatives. Sixty days after the date SWC Tempe opened, the business became cash flow positive. I was involved with the development of the sales and marketing initiatives that have increased the business' sales basis from zero to an average of over $2,500.00 per day.
  - I implemented a charity care program and several philanthropic giving initiatives in the Tempe community and have served as a liaison with local law enforcement.
- The Date of your association with the business: March 2013 to Present
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
  - I am currently the Chief Executive Officer.
- 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.
  - SWC Tempe has never been accused of violating any law or regulation during the time I have been associated with the business.

203 Organix, LLC. (203 Organix)

- Business Name: 203 Organix, LLC (hereinafter "203 Organix")

- Business Location: Prescott, Arizona
- All titles and Responsibilities held by you at business, including the time frame for each:
  - Chief Executive Officer and Member of the Board of Trustees, April 2013 – Present.
  - Negotiated acquisition of 100% control interest in highly coveted Prescott market and oversaw the final review of the license application for 203 Organix.
  - 203 Organix was awarded an Approval To Operate license by the State of Arizona after it achieved a perfect score (no deficiencies) on its license application in a highly competitive process. Following licensure, I managed the design, permitting, and the build-out processes, completing these processes in two months.
  - As Chief Executive Officer, I structured a partnership with local operators and built a team to operate both a 4,000 square foot dispensary and a +35,000 square foot cultivation facility at separate locations. I now oversee a team of 18 employees at two facilities. Our dispensary treats over 75 patients per day, seven days per week.
  - I was responsible for the development of proprietary inventory and efficient point-of-sale (POS) tracking processes as well as inventory procurement techniques.
  - I directed and participated in the development and implementation of all policies and procedures as well as all sales and marketing initiatives. Sixty days after the date SWC Tempe opened, the business became cash flow positive. I was involved with the development of the sales and marketing initiatives that have increased the business' sales basis from zero to an average of over $2,500.00 per day.
  - I implemented a charity care program and several philanthropic giving initiatives in the Prescott community and have served as a liaison with local law enforcement.
- The Date of your association with the business: April 2013 - Present
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
  - I am currently the Chief Executive Officer of 203 Organix.
- 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.
  - 203 Organix has never been accused of violating any law or regulation during the time I have been associated with the business.

All Greens, Inc.

- Business Name: All Greens, Inc. (hereinafter, "All Greens")
- Business Location: Surprise, Arizona
- All titles and Responsibilities held by you at business, including the time frame for each:
  - Co-Chief Restructuring Officer, Manager, April 2013 – September 2013
  - I served as the court appointed Co-Chief Restructuring Officer for All Greens Inc. when a legal dispute caused the business to enter into a receivership.

- As Chief Restructuring Officer (CRO), I was assigned the task of securing financing and developing a business plan with long term viability for All Greens. I secured debtor-in-possession financing, built a team of experienced personnel, and developed systems to launch a successful business.
- I was the first court-appointed manager for a medical marijuana licensee in first the first restructuring/distressed workout in the history of the Arizona medical marijuana program.
- As CRO and Manager, I oversaw a team of 8 facility employees and five contractors. I began with a sales basis of zero and built the business to generate an average of over $1,500.00 per day.
- In September 2013, I completed the court assignment ahead of time, under budget, and transitioned the business to the court's Receiver subsequent to receiving a perfect score on its application and being awarded a license by State of Arizona regulators.

- The Date of your association with the business: April 2013 – September 2013
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
  - I no longer have a role with All Greens. My involvement in the company was limited to completing my assignment from the court which ended in September 2013.
- 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.
  - All Greens was never accused of violating any law or regulation during the time I was associated with the business.

Nicholas Vita
Appendix C
Section D: Other Relevant Business Experience
Section 25

Apelles Investment Management, LLC

- The business name: Apelles Investment Management, LLC ("AIM")
- Products or services offered: Investment Capital
- The business location: New York, NY
- All titles and responsibilities held by you at the business, including the time frame for each:
  - Managing Partner: Responsible for sourcing, researching, analyzing, and overseeing investments with a focus on public and private equity; mezzanine financings; high yield, bank, distressed and structured debt, and late-state venture investments. Responsible for Firm build-out and oversight of all operations (business, legal, infrastructure) and team of five investment and operations professionals;
  - Chief Executive Officer, *Apelles Public/Private Partnerships, LLC* (infrastructure investment arm): Responsible for sourcing, structuring, and negotiating customized cross-capital structure investments throughout the privatized military infrastructure housing/lodging sectors. Oversees team of nine investment and operations professionals. Member of the Management and Investment Committees.
- The dates of your association with the business: June 2006 - Present
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I am still involved with the business as a Senior Partner.
- 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;
  - Apelles Investment Management has never been accused of violating any laws or regulations during the time I have been associated with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience with AIM will be directly relevant to the successful operation of a healthcare business.
  - Having over 20 years of working in healthcare finance as a capital provider, strategic advisor, executive officer, member of corporate and philanthropic boards, restructuring officer (for both products companies and service providers), I have a broad understanding of the risks and difficulties in operating a young company in a highly regulated industry and environment. Establishing best practices and lessons

learned early on in the company's development will make the difference between success and failure. Operating as a community partner is one of the hallmarks for a successful healthcare business that we embrace with every new jurisdiction and venture. After working for many of the world's most successful companies, seeing how managers and executives make good and bad decisions has honed my instincts to recognize when to add more resources or change approaches. This aspect of risk assessment and capital allocation enables companies to remain dynamic and opportunistic without wasting precious resources. All of these perspectives will contribute to the continuous dialogue and decision making processes to ensure our companies live up to their mission and goals.

ARX Investment Management, L.P.

- The business name: ARX Investment Management, L.P. (hereinafter "ARX")
- Products or services offered: ARX provides investment management services.
- The business location: New York, NY
- All titles and responsibilities held by you at the business, including the time frame for each:
  - General Partner, Portfolio Manager – Healthcare Sector: Portfolio Manager for multi-billion dollar global credit hedge fund. Responsible for sourcing and analyzing investment opportunities and maintaining industry (executive management, mid-level operators and consultants) and governmental (federal, state and local) contacts. Member of Investment Committee (for all industrial sectors). Provided coverage for all healthcare sub-sectors' public and private investments (long/short) across all asset classes (revolvers, term loans, distressed, High Yield and Investment Grade debt, convertible securities, preferred and common equity). Strategy focused on exploiting cross-capital structure valuation based inefficiencies in highly levered, stressed and distressed credits. Experience with management negotiations/bondholder groups in covenant breach/consent solicitations, debt/equity swaps and pre and post petition corporate restructurings. .
- The dates of your association with the business: November 2002 – June 2006.
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I do not currently have a role with ARX. I amicably left the organization in June 2006 to co-found Apelles Investment Management, LLC.
- 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;
  - ARX was never accused of violating any laws or regulations during the time I was associated with the business.

- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience with ARX will be directly relevant to the successful operation of a healthcare business.
  - Learning to establish linkages between operations, capital allocation, market perceptions and operational performance is a key skill that will be required to build this company and participate successfully as a market leader.

Goldman, Sachs & Co. Inc.

- The business name: Goldman, Sachs & Co. Inc. (hereinafter "Goldman Sachs")
- Products or services offered: Goldman Sachs is a leading global investment banking, securities and investment management firm that provides a wide range of financial services.
- The business location: New York, NY
- All titles and responsibilities held by you at the business, including the time frame for each:
  - Vice President, Investment Banking Division – Healthcare Department, March 2001 – November 2002: Team leader responsible for structuring, developing, and executing transactions across all strategic advisory and financing product lines. Analyzed and implemented strategic alternatives for healthcare clients including mergers, acquisitions, leveraged buyouts, spinoffs, raid defenses, and restructurings. Developed strong personal relationships with senior management teams throughout healthcare sector in U.S., Europe, and Asia.
  - Associate, Investment Banking Division – Healthcare Department, August 1998 – March 2001: Direct promote from Analyst to Associate program.
  - Analyst, Investment Banking Division – Healthcare Department, February 1997 – August 1998: Lateral hire from S.G. Warburg.
- The dates of your association with the business: February 1997 – November 2002
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I do not currently have a role with Goldman Sachs. I amicably left the organization in 2002 to begin my work with ARX Investment Management.
- 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;
  - To the best of my knowledge, Goldman Sachs was not alleged to have violated any laws or regulations during the time I was associated with this business.

- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience with Goldman Sachs will be directly relevant to the successful operation of a healthcare business.
  - I learned first-hand how to build, finance, operate, research and execute on strategies for companies in the healthcare sector. My experience also reinforced the importance of collaboration, teamwork and professionalism. My years at Goldman taught me to work with management teams, competitors, politicians and all stakeholders to achieve a common goal. I also learned the importance of corporate culture and establishing independent systems to ensure accountability, support and reward for all involved partes. Consensus and mutual support were critical factors in establishing positive momentum for companies all over the world.

S.G. Warburg & Co., Inc.

- The business name: S.G. Warburg & Co., Inc.
- Products or services offered: Investment Banking.
- The business location: New York, NY
- All titles and responsibilities held by you at the business, including the time frame for each:
  - Analyst Investment Banking Division – Mergers & Acquisitions, July 1995 – February 1997: Analyzed and executed acquisitions (cross-border and domestic), divestitures, mergers, leveraged buy-outs, joint ventures and related financings. Developed analytical models for corporate strategic and transaction valuations. Served on transaction teams in North America, Latin America, and Europe.
- The dates of your association with the business: July 1995 – February 1997
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I do not currently have a role with S.G. Warburg. My involvement ended amicably when I was hired by Goldman Sachs in 1997.
- 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;
  - S.G. Warburg was never alleged to have violated any laws or regulations during my time with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience with S.G. Warburg will be directly relevant to the successful operation of a healthcare business.

- I learned first-hand how to build, finance, operate, research and execute on strategies for companies in many industrial sectors. I also learned the importance of collaboration, teamwork, professionalism and attention to detail. My years at Warburg taught me to work in different cultural environments around the globe with management teams, competitors, politicians and all stakeholders.

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): Robert Mayerson			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: Member/Chief Financial Officer	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted]	10. Social Security Number: [redacted]	11. Gender: ☒ Male ☐ Female	

Section B: Employment Information

12. Current or Most Recent Employer: Eastern Mountain Sports, Inc.		13. Date of Employment: Start Date: 05/2006 End Date: : present	
14. Employer Address (including Apartment or Suite #): 1 Vose Farm Road			
15. City: Peterborough		16. State: NH	17. Zip Code: 03458
18. Daytime Telephone Number: (603) 924-7231	19. Fax Number: n/a	20. E-mail Address: n/a	

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.

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

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 XXX ☐ 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 XXX ☐ 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.

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 XX ☐ 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 XX ☐ 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 XXX ☐ No

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

Section H: Criminal Background Check

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

39. Signature: ▶ [redacted]	40. Date Signed: 11/13/13

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

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

41. Signature: ▶ [redacted]	42. Date Signed: 11/13/13

Robert Mayerson
Appendix C
Section C: Marijuana Business Experience
Question 23

Columbia Care LLC

- Business Name: Columbia Care LLC (hereinafter, "Columbia Care")
- Business Location: Delaware
- All titles and Responsibilities held by you at business, including the time frame for each: Partner, President and Member of the Board of Directors, June 2013 - Present
  - I am responsible for developing and implementing business strategies for the operation of medical marijuana dispensaries in various states, including existing dispensary locations in Washington D.C. and Arizona. My responsibilities include financial accounting, risk management, compliance, oversight, and management of numerous employees. I am also responsible for analyzing and selecting optimal commercial real estate.
- The Date of your association with the business: June 2013 – Present
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
  - I am currently the President and a Member of the Board of Directors as well as a partner.
- 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.
  - Columbia Care has never been accused of violating any law or regulation during the time I have been associated with the business.

Robert Mayerson
Appendix C
Section D: Other Relevant Business Experience
Question 25

Eastern Mountain Sports, Inc.

- The business name: Eastern Mountain Sports, Inc. (hereinafter "EMS")
- Products or services offered: Retailer of high quality outdoor gear and apparel.
- The business location: Peterborough, NH
- All titles and responsibilities held by you at the business, including the time frame for each: President, Chief Operating Officer, Chief Financial Officer, May 2006 – January 2013:
  - Responsible for Store Operations, Real Estate & Construction, Logistics & Distribution, Finance, Information Technology and Non-Trade Procurement.
  - Co-led successful process to sell the company to new private equity investors in Fall 2012.
  - Helped engineer dramatic transformation of company. Between 2006 and 2010 we closed 29 stores, opened 20 newer format locations, revamped the product mix, sharpened focus on EMS brand products, improved the in-store customer experience and focused on cost reduction. We improved gross profit by 430 bp, and operating expenses by 510 bp. The years 2009 and 2010 were the company's two best in terms of profitability in nearly a decade.
  - Completed three-part financing in July 2009 which included an infusion of $10 mil. of new equity from existing private equity holders, restructuring of subordinated debt to reduce cash interest and implementation of $40 mil. asset-based financing with new lenders.
  - Negotiated complex transaction for relocation of store in Soho which netted company nearly $4 mil. in cash after paying for cost of build-out of new prototype there.
  - Improved store level standards and improved processes and communications between stores and headquarters to drive greater efficiency. Focused on ensuring the right people working in our stores to provide superior and differentiated customer service. Resulted in vastly improved store selling metrics and customer satisfaction.
  - Proposed and implemented customer rewards program and database in 2012 to enable a more quantitative, customer centric business model
  - Proposed and implemented EMS Brand Credit Card for customers in Spring 2007
- The dates of your association with the business: May 2006 – January 2013
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I no longer have a role with EMS. Following the sale of the business in the Fall of 2012, I remained as consultant for approximately six months but I am no longer

performing such services. The new owners combined the company with another retailer in their portfolio and wanted to bring in their own management team.

- 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;
  - In 2010, the New York District Attorney alleged that EMS, along with numerous other retailers including Home Depot, had been selling knives which were illegal under New York law. EMS negotiated a deferred prosecution agreement in which it agreed to remove the knives from its stores. The deferred prosecution agreement successfully ended after a year in full compliance.
  - EMS was not accused of violating any other laws or regulations during the time I was associated with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My role with EMS is directly relevant to the operation of a patient (customer) focused business that involves a retail component (dispensary facility) and a production facility. I have significant expertise and success in running the front end and back end of a patient (customer) facing business from the perspective of operations, finance, distribution and systems.

Staples, Inc.

- The business name: Staples, Inc. (hereinafter "Staples")
- Products or services offered: Office supplies retailer.
- The business location: Framingham, MA
- All titles and responsibilities held by you at the business, including the time frame for each: Senior Vice President, Treasurer, September 2002 – May 2006:
  - Asked to return to Staples in previous role held from 1993 to 2000. Responsible for Treasury, Tax and Risk Management. Administrative oversight of Internal Audit function. Treasury responsibilities included all financing, mergers and acquisitions and cash management.
  - Led acquisition of delivery businesses in China and Argentina/Brazil. Responsible for ongoing operational interface between those entities and respective operating functions at headquarters. Led effort to pursue additional acquisition targets in China. Was appointed to Board of the China entity. Developed strategy for entry into India, which was subsequently executed.
  - Recommended and implemented target capital structure and responsible for initiation of annual cash dividend. Led share repurchase efforts as well. Developed and implemented strategy for investment of $1.5 bil. of excess cash.
  - Member of Disclosure Committee. Co-led adoption of Sarbanes Oxley and developed framework to ensure global legal entity compliance.

- Established captive insurance subsidiary
- After a period of outsourcing, brought the Tax group back into company as internal resources. Established new legal entity structure for international operations.
- Implemented corporate-owned life insurance (COLI) for funding of deferred executive compensation plan.

- The dates of your association with the business: September 2002 – May 2006
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I no longer have a role with Staples. I amicably left the business in 2006 to pursue an opportunity for promotion and a broader operational role with Eastern Mountain Sports, Inc. as a senior executive.
- 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
  - In 2006, a shareholder derivative lawsuit was filed against Staples as well as numerous Staples executives and board members. It was alleged that stock options held by certain employees were backdated for their personal benefit. However, I was not involved with the backdating of any stock options and was only named in the suit because I was an officer of the company at the time. The parties eventually reached a settlement agreement out of court.
  - To my knowledge, Staples was not accused of violating any other laws or regulations during the time I was associated with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience at Staples from 2002 to 2006, together with the period from 1993 to 2000 (see below) is directly relevant to this new opportunity given my success in helping to create and manage a leading retailer. This involved directing strategy, raising capital, developing and maintaining strong controls, managing large groups of people and helping to keep costs under control.

Tilion Inc.

- The business name: Tilion Inc. (hereinafter "Tilion")
- Products or services offered:
- The business location: Maynard, MA
- All titles and responsibilities held by you at the business, including the time frame for each: Chief Financial Officer, 2000 – 2002.
  - Responsible for all aspects of Finance, Human Resources, Legal and Operations for this software/ service provider start-up. Joined the company at its founding. Company's principal investors included North Bridge Venture Partners and Venrock Associates.

- Led second fund-raising round in difficult macro environment (11/00). Raised $36 mil. at pre-money valuation significantly in excess of first round valuation. Financing round included existing as well as new investors.
- Negotiated and implemented 2 separate financing lines totaling just under $3 mil.

- The dates of your association with the business: 2000 – 2002
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I no longer have a role with Tilion. My involvement ended in 2002 when the business was unable to achieve commercial success, primarily given the end of the so-called "dotcom" bubble.
- 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;
  - Tilion was never accused of violating any laws or regulations during the time period I was associated with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - Tilion was a startup and in that regard I was involved in every aspect of the business at a very granular and hands-on level.

Staples Inc.

- The business name: Staples Inc. (hereinafter "Staples")
- Products or services offered: Office supplies retailer.
- The business location: Framingham, MA
- All titles and responsibilities held by you at the business, including the time frame for each: Senior Vice President, Corporate Controller, 1997 – 2000, Senior Vice President, Treasurer 1993 – 1997.
  - Responsible for Financial Planning and Analysis, General Accounting, Margin & Inventory Control, Financial Services (e.g. Accounts Payable, Accounts Receivable and Payroll), Loss Prevention, Financial Systems Integration and Strategic Sourcing. Led staff of 250+ through 7 direct reports.
  - As Senior Vice President and Corporate Controller, I led a successful corporate-wide program to identify and deliver $100 mil. of savings from process improvements, centralized procurement and best practice adoption (1998).
  - Led effort to reduce G&A spending primarily through process changes and centralization. Achieved $17 mil. of $22 mil. target prior to leaving company.
  - Responsible for integrating finance and non-product procurement of two large acquired companies; efforts generated more than $3 mil. in operating synergies.
  - Created centralized procurement group and saved over $10 mil. in first year.
  - Implemented corporate EIS system.

- Wrote most major Investor Relations presentations for CEO and COO in 1998-1999 period.
- As Senior Vice President and Treasurer, Responsible for Treasury, Tax, Risk Management, Strategic Planning (and Investor Relations at various times). Treasury responsibilities included all financing, mergers and acquisitions and cash management. Strategic planning responsibilities included direction of annual strategy review with senior management and establishment of long-term sales and earnings targets. Led staff of 50.
- Completed 8 acquisitions (valuation, negotiation and documentation), including buy-out of joint venture partner in Europe. Evaluated 45 other target companies in the U.S. and abroad.
- Executed 2 separate public financings for $500 mil. (convertible and straight debt) and 2 secondary equity offerings. Participated in road shows for each.
- Implemented $350 mil. revolving credit facility on very favorable terms.
- Managed company from high-yield credit to investment grade during tenure.
- Implemented ideas in 12-month period that generated $25 mil. in savings over 3 years.
- Developed cash flow forecasting which was critical during most rapid growth phase.
- Internal "champion" for focus on financial returns
- Part of small team dedicated to fight the FTC in court over potential merger with Office Depot

- The dates of your association with the business: 1993 – 2000
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I no longer have a role with Staples. I left the business amicably in 2000 to pursue an alternative promotional and economic opportunity with Tilion. I was asked by the Chairman to return to the company in 2002 after my experience with Tilion ended.
- 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
  - Staples was never accused of violating any laws or regulations during the time period I was associated with the business
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience at Staples from 1993 to 2000, together with the period from 2002 to 2006 (see above) is directly relevant to this new opportunity given my success in helping to create and manage a leading retailer. This involved directing strategy, raising capital, developing and maintaining strong controls, managing large groups of people and helping to keep costs under control.

PepsiCo Inc.

- The business name: PepsiCo Inc. (hereinafter "Pepsi")
- Products or services offered: Multinational corporation specializing in food and beverages (and, at the time, restaurants).
- The business location: Purchase, NY
- All titles and responsibilities held by you at the business, including the time frame for each: Director of Corporate Finance 1991 – 1993, Director of Planning, PepsiCo Food Service International 1989 – 1991, Director of Investor Relations, PepsiCo Inc. 1987 – 1989, Manager, Short-Term Financing, PepsiCo Inc. 1985 – 1987, Senior Treasury Analyst, PepsiCo Inc. 1984 – 1985, Treasury Analyst, PepsiCo Inc. 1982 - 1984
  - As *Director of Corporate Finance*, I was responsible for long term capital planning, capital structure analysis and financial risk management within Treasury group. In addition, responsibilities included rating agency and board presentations, acquisition analysis, dividend policy and PepsiCo's shareholder value framework.
  - Conducted detailed analysis of foreign exchange exposures at the corporate, divisional and country levels. Developed exposure management policy to facilitate operating decisions at the division level and enhance performance measurement.
  - Initiated corporate-wide review and risk assessment of international investment plans by division for next 5 years. Findings helped lead to more aggressive investment in Eastern Europe and Latin America.
  - Prepared and presented strategic review of PepsiCo's business outlook and spending plans to rating agencies. Rating upheld despite aggressive investment spending plans.
  - As *Director of Planning*, I was responsible for the planning of PepsiCo's $250 mil. international restaurant division (Pizza Hut and Taco Bell). Traveled extensively to review plans and operations of all international business units, including company-owned, joint venture and franchise operations. Managed a staff of five.
  - Developed universal reporting format for submission of plan data which shortened the time required to roll-up field-based plans. Made financial reporting more insightful and descriptive and improved timeliness of reporting to senior management.
  - Performed analysis of several potential acquisitions, franchise buy-outs and joint ventures. Completed $10 mil. joint venture in South Korea.
  - Provided financial framework to assist marketing programs and operations initiatives. Developed turn-around strategy for a developing European market. Member of 3-person team which developed strategy to aggressively build pizza delivery business in the UK.
  - As *Director of Investor Relations*, I was responsible for marketing PepsiCo as a long term investment to institutional investors. I developed and maintained communications with securities analysts and portfolio managers regarding PepsiCo's performance and outlook. I also wrote speeches for Chairman/CEO and CFO.

- IR program recognized as one of top 10 in U.S. by Institutional Investor Magazine in 1989.
- Led successful targeting effort in the U.S.; Developed investor relations program in Europe.
- Developed highly successful multi-media presentation for international investors that was delivered by Chairman and senior managers in 18 cities.
- As *Manager of Short Term Financing*, Developed and executed trading strategies with respect to PepsiCo's short-term financing needs, including commercial paper portfolios totaling $2 billion, marketable securities portfolios totaling $1 billion and all foreign exchange trades. Managed one professional trader.
- Negotiated and executed European commercial paper program and medium-term note programs; implemented and managed Australian dollar commercial paper program
- Hedged $100 mil. bond issue through forward purchase of U.S. Treasury notes.
- Managed $125 mil. arbitrage portfolio; generated pre-tax profits of $200,000 in first year.
- As *Senior Treasury Analyst*, I was responsible for analysis of long-term financing proposals, derivative products and preparation of presentations to rating agencies.
- Completed deals included the following: PepsiCo's first currency swap (in conjunction with a bond issue); Two bond issues (Swiss Franc and Australian Dollar) totaling $200 mil.; and Structured off-shore purchase of $200 mil. of receivables
- As *Treasury Analyst*, my initial responsibilities included determination of daily funding or investment requirements and execution of all wire transfers. Moved to cash management projects in 1983. Performed disbursement and collection studies and worked with outside consultants to design computerized cash management system.

- The dates of your association with the business: 1982 – 1993
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I am no longer associated with the PepsiCo Inc. My involvement ended amicably in 1993 so that I could pursue a promotional opportunity with Staples Inc.
- 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;
  - To the best of my knowledge, PepsiCo was never accused of violating any laws or regulations during the time period I was associated with the business
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - PepsiCo was (and still is) considered one of the great training grounds for financial talent in corporate America. I gained significant financial and strategic expertise during my 11 years with this company.

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): Michael Abbott			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. [redacted]te:	5. Zip Code: [redacted]
6. Title: Member/Chairman	7. [redacted]	8. E-m[redacted]	
9. Date of [redacted]	10. Social S[redacted]	11. Gender: ☒ Male ☐ Female	

Section B: Employment Information

12. Current or Most Recent Employer: Raptor Group		13. Date of Employment: Start Date: 2012 End Date: : present	
14. Employer Address (including Apartment or Suite #): 401 W. 14th Street, 4th Floor			
15. City: New York		16. State: NY	17. Zip Code: 10014
18. Daytime Telephone Number: (212) 266-6900	19. Fax Number: N/A	20. E-mail Address: N/A	

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.

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

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.

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:
[redacted]	11/13/2013

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

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

41. Signature:	42. Date Signed:
[redacted]	11/13/2013

Michael Abbott
Appendix C
Section C: Marijuana Business Experience
Question 23

Ventureforth LLC

- Business Name: Ventureforth LLC (hereinafter, "Ventureforth")
- Business Location: Washington D.C.
- All titles and Responsibilities held by you at business, including the time frame for each: Chairman of the Board of Trustees, December 2011 – Present
  - As Chairman of Ventureforth, I was responsible for the successful submission of a request for proposal (RFP) to the Washington D.C. Department of Health (DOH). The DOH awarded Ventureforth both a dispensary license (one of three to be issued) and a cultivation license (one of five to be issued) in Washington, D.C. Our company received the first license awarded in Washington, D.C. and was the first dispensary to begin operating. Ventureforth was the only group awarded both a cultivation and a dispensary license in a highly competitive process with several hundred applicants.
  - I helped raise over $2.0mm in capital to finance the construction and buildout of infrastructure for each location and team. I oversee a team of 8 employees between both locations.
  - Ventureforth currently has over 65% of the market share in one of the nation's only for profit markets. I oversaw an increase in revenue from zero to over $1,000.00 per day and reduced operating costs by over 60% to bring company to breakeven.
  - I also served as a liaison to numerous local community groups, including a law enforcement and police – implemented charity care program, and several philanthropic giving initiatives.
- The Date of your association with the business: 2011 – Present
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
  - I am currently the Chairman of the Board of Trustees.
- 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.
  - Ventureforth has never been accused of violating any law or regulation during the time I have been associated with the business.

Salubrious Wellness Clinic, Inc. (d.b.a. SWC Tempe)

- Business Name: Salubrious Wellness Clinic, Inc. (d.b.a. SWC Tempe) (hereinafter, "SWC Tempe")

- Business Location: Tempe, Arizona
- All titles and Responsibilities held by you at business, including the time frame for each: Chairman of the Board of Trustees, March 2013 – Present.
  - Negotiated acquisition of supermajority control interest in highly coveted Tempe market and oversaw the final review of the license application for SWC Tempe;
  - SWC Tempe was awarded a license by the State of Arizona after it achieved a perfect score (no deficiencies) on its license application in the highly competitive and coveted Tempe market. Following licensure, I co-managed the design, permitting, and the build-out processes, completing these processes in two months.
  - As Chairman, I helped structure a partnership with local operators and built a team to operate both a 1,000 square foot dispensary and a 25,000 square foot cultivation facility at separate locations. I now oversee a team of 12 employees that treats over 100 patients per day, seven days per week.
  - I was responsible for the development of proprietary inventory and efficient point-of-sale (POS) tracking processes as well as inventory procurement techniques.
  - I oversee development and implementation of all policies and procedures as well as all sales and marketing initiatives. Sixty days after the date SWC Tempe opened, the business became cash flow positive. My sales and marketing initiatives increased the business' sales basis from zero to an average of over $2,500.00 per day.
  - I helped implement a charity care program and several philanthropic giving initiatives in the Tempe community. I have also served as a liaison with local law enforcement.
- The Date of your association with the business: March 2013 – Present
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
  - I am currently the Chairman of the Board of Trustees.
- 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.
  - SWC Tempe has never been accused of violating any law or regulation during the time I have been associated with the business.

203 Organix, LLC. (203 Organix)

- Business Name: 203 Organix, LLC (hereinafter "203 Organix")
- Business Location: Prescott, Arizona
- All titles and Responsibilities held by you at business, including the time frame for each:
  - Chairman of the Board of Trustees, April 2013 – Present.
  - Negotiated acquisition of supermajority control interest in highly coveted Tempe market and oversaw the final review of the license application for 203 Organix.

- 203 Organix was awarded a license by the State of Arizona after it achieved a perfect score (no deficiencies) on its license application in a highly competitive process. Following licensure, I managed the design, permitting, and the build-out processes, completing these processes in two months.
- As Chairman, I structured a partnership with local operators and built a team to operate both a 4,000 square foot dispensary and a 35,000 square foot cultivation facility at separate locations. I now oversee a team of 11 employees that treats over 75 patients per day, seven days per week.
- I was responsible for the development of proprietary inventory and efficient point-of-sale (POS) tracking processes as well as inventory procurement techniques.
- I oversee development and implementation of all policies and procedures as well as all sales and marketing initiatives. Sixty days after the date SWC Tempe opened, the business became cash flow positive. My sales and marketing initiatives increased the business' sales basis from zero to an average of over $2,500.00 per day.
- I helped implement a charity care program and several philanthropic giving initiatives in the Prescott community. I have also served as a liaison with local law enforcement.

- The Date of your association with the business: April 2013 – Present
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
  - I am currently the Chairman of the Board of Trustees for 203 Organix.
- 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.
  - 203 Organix has never been accused of violating any law or regulation during the time I have been associated with the business.

All Greens, Inc.

- Business Name: All Greens, Inc. (hereinafter, "All Greens")
- Business Location: Surprise, Arizona
- All titles and Responsibilities held by you at business, including the time frame for each: Co-Chief Restructuring Officer, April 2013 – September 2013
  - I served as the Co-Chief Restructuring Officer for All Greens Inc. when a legal dispute caused the business to enter into a receivership.
  - I was assigned the task of securing financing and developing a business plan with long term viability for All Greens. I secured debtor-in-possession financing, built a team of experienced personnel, and developed systems to launch a successful business.
  - I was successfully selected to implement the first restructuring/distressed workout in the history of the Arizona medical marijuana program.

- I oversaw a team of 8 employees. I began with a sales basis of zero and built the business to generate an average of over $1,500.00 per day.
- In September 2013, I completed the court assignment ahead of time, under budget, and transitioned the business to the court's Receiver subsequent to receiving a perfect score on its application and being awarded a license by State of Arizona regulators.

- The Date of your association with the business: April 2013 – September 2013
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
  - I no longer have a role with All Greens. My involvement ended in September 2013 upon the successful completion of the court's assignment.
- 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.
  - All Greens was never accused of violating any law or regulation during the time I was associated with the business.

Michael Abbott
Appendix C
Section D: Other Relevant Business Experience
Question 25

Raptor Group

- The business name: Raptor Group Holdings LP (hereinafter "Raptor Group")
- Products or services offered: The Raptor Group is a diversified financial services firm founded by James Pallotta that provides investment management and advisory services. The firm primarily invests in public and private equities across a broad spectrum of phases, sectors, geographies and asset classes. Our clients include high-net-worth individuals, family offices, funds of hedge funds, retail platforms, private banks, pensions, foundations, endowments, entrepreneurs, private organizations and properties.
- The business location: New York, NY
- All titles and responsibilities held by you at the business, including the time frame for each:
  - Managing Director, 2012 - Present: Management, oversight and development of the firm's different portfolio companies, co-investments and co-mingled funds.
  - I am also a member of Raptor's executive committee. As part of my duties, I manage and mentor the executives and staff of various companies that Raptor invests in;
  - I help run a family office which invests in a great many different types of investments which include companies in the medical sphere, pharmaceuticals, medical devices and healthcare generally; As part of our investment activity, Raptor participates in advocacy for patient conditions, cost of products, and medical research and development;
  - I assist Raptor with a great number of philanthropic causes; We have a deep understanding of community needs and how to link those with philanthropic efforts, including philanthropic work with numerous hospitals in the Massachusetts area.
- The dates of your association with the business: 2012 – Present
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I am currently the Managing Director of Raptor Group.
- 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;
  - The Raptor Group has never been accused of violating any laws or regulations during the time I have been associated with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience with Raptor will be directly relevant to the department's evaluation of this application. I have specialized knowledge of numerous healthcare and medical

companies which will inform my ability to run a medical marijuana business. I will also be able to successfully manage and train individuals to run the business.

Helios Advisors LLC

- The business name: Helios Advisors LLC (hereinafter "Helios")
- Products or services offered: Commodities Specialist Hedge Fund.
- The business location: New York, NY
- All titles and responsibilities held by you at the business, including the time frame for each:
  - Owner/General Partner, 2006 – 2012: In 2006, I founded Helios as a hedge fund which specialized in commodities investment. I was responsible for financial accounting, compliance, risk management, and financial reporting.
- The dates of your association with the business: 2006 – 2012
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I no longer have a role with Helios. I sold my equity stake in 2012 to reinvest my assets in other areas.
- 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
  - Helios was never accused of violating any laws or regulations in the time period in which I was associated with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience with Helios will be relevant to my ability to successfully manage the business financially through my skills in accounting, compliance, risk management, and preparing financial reports.

Cornell University

- The business name: Cornell University (hereinafter "Cornell")
- Products or services offered: Investment.
- The business location: Ithaca, NY
- All titles and responsibilities held by you at the business, including the time frame for each:
  - Chief Investment Officer, 2010 – 2011: I served Cornell as the Chief Investment Officer and was in charge of developing and implementing strategies for investing Cornell's endowment in a socially responsible manner. As part of my duties, I was also responsible for all reporting to the Cornell Administration and Board of Trustees regarding my investment strategies. I also sat on the management committee for the University.

- I was responsible for risk management, conflict avoidance, asset allocation, financial control, and management of 27 people.
- The endowment increased 19.3%, from $4.3 to $5.2 billion, during my tenure.

- The dates of your association with the business: 2010 – 2011
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I no longer have a role with Cornell. My involvement ended in 2011 when I accepted an offer to work with Raptor (see above).
- 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;
  - Cornell was never accused of violating any laws or regulations during the time period I was associated with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience with Cornell will be relevant to my ability to successfully manage complex financial matters and a large staff of employees. I will also be able to use my expertise in risk management, conflict avoidance and implementing financial controls.

Robeco Sage Capital Management

- The business name: Robeco Sage Capital Management (hereinafter "Robeco")
- Products or services offered: Investment
- The business location: New York, NY
- All titles and responsibilities held by you at the business, including the time frame for each:
  - Chief Executive Officer, Head of Investment Committee, 2006 - 2010: Managed over $2 billion of multi-strategy fund of hedge fund. The hedge fund focused on many endowments, foundations, and not for profits entities. I was responsible for financial accounting, reporting, compliance, risk management, and oversight.
- The dates of your association with the business: 2006 – 2010
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I no longer have a role with Robeco. I left the business in 2010 to become the Chief Investment Officer at Cornell University.
- 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
  - Robeco was never accused of violating any laws or regulations during my time with the business.

- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience with Robeco will be relevant to my ability to successfully manage the business financially through my skills in accounting, compliance, risk management, and preparing financial reports.

Elysium Capital Group

- The business name: Elysium Capital Group (hereinafter "Elysium")
- Products or services offered: Financial services
- The business location: Stamford, CT
- All titles and responsibilities held by you at the business, including the time frame for each:
  - Founding Partner, Chief Operating Officer and Member of Investment Committee, 2002 – 2006: Co-founded Stamford based company providing financial services, namely, investment advisory services, investment management services and asset management services; Managed a staff of 14 people. Responsible for financial accounting, reporting, risk management, compliance, and oversight.
- The dates of your association with the business: 2002 – 2006
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I am no longer associated with the Elysium. My involvement ended in 2006 so that I could pursue a role with Robeco Sage.
- 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;
  - Elysium was never accused of violating any laws or regulations during the time I was associated with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience with Elysium will be relevant to my ability to successfully manage the business financially through my skills in accounting, compliance, risk management, and preparing financial reports.

Goldman Sachs

- The business name: The Goldman Sachs Group, Inc. (hereinafter "Goldman")
- Products or services offered: Investment
- The business location: New York, NY
- All titles and responsibilities held by you at the business, including the time frame for each:

- Executive Director, Head of U.S. Structured Products (Trading and Sales), 1996 - 2002: My responsibilities as Head of U.S. Structured Products focused heavily on developing and implementing trading strategies. In this position, I also gained substantial experience with developing and implementing operations technology, organizing data, and building systems that accumulated data.

- The dates of your association with the business: 1996 – 2002
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I no longer have a role with Goldman. I left the business in 2002 to start a financial services company.
- 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;
  - Goldman may have been subject to and part of securities litigation throughout the period I was associated with the business. However, I was never involved in any allegations of wrongdoing during my time with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience with Goldman allowed me to develop expertise in operations technology and organizing data. This will be relevant to my ability to successfully collect data on patients and implement technology which will allow the business to deliver superior services.

Swiss Bank/O'Connor Partners

- The business name: Swiss Bank/O'Connor Partners (hereinafter "Swiss Bank")
- Products or services offered: Investment
- The business location: Chicago, IL
- All titles and responsibilities held by you at the business, including the time frame for each:
  - Director, Co-Head Equity-Linked, Capital Markets, Syndicate and Corporate Derivatives, 1994 – 1996: I was responsible for financial accounting, compliance, risk management, and financial reporting.
- The dates of your association with the business: 1994 – 1996
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I no longer have a role with Swiss Bank. I left the business in 1996 to pursue an opportunity with Goldman Sachs.
- 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;

    - To my knowledge, Swiss Bank was never accused of violating any laws or regulations during the time I was associated with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
    - My experience with Swiss Bank will be relevant to my ability to successfully manage the business financially through my skills in accounting, compliance, risk management, and preparing financial reports.

Swiss Bank Corporation

- The business name: Swiss Bank Corporation (hereinafter "Swiss Bank Corp")
- Products or services offered: Investment
- The business location: London, UK
- All titles and responsibilities held by you at the business, including the time frame for each:
    - Manager, Equity and Equity-Linked Capital Markets, 1990 – 1994: I was responsible for accounting, compliance, risk management and preparing financial reports relative to various investments.
- The dates of your association with the business: 1990 – 1994
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
    - I no longer have a role with Swiss Bank Corp. I left the business in 1994 to pursue an opportunity in Chicago with its affiliate Swiss Bank/O'Connor Partners.
- 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;
    - To my knowledge, Swiss Bank Corp was never accused of violating any laws or regulations during the time I was associated with the business.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
    - My experience with Swiss Bank will be relevant to my ability to successfully manage the business financially through my skills in accounting, compliance, risk management, and preparing financial reports

London Metropolitan Police

- The business name: London Metropolitan Police
- Products or services offered: Law enforcement.
- The business location: London, UK
- All titles and responsibilities held by you at the business, including the time frame for each:

- Police Officer, 1983 – 1987: I was a uniformed police officer for two years in which I was responsible for all aspects of crime investigation and prevention. I was also a member of the district support unit/regional narcotics group investigating serious drug-related crimes;
- As part of my duties, I was also responsible for community outreach and community policing;

- The dates of your association with the business: 1983 – 1987
- Whether you currently have a role at the business and, if not, when your involvement terminated and why:
  - I am no longer affiliated with the London Metropolitan Police. My involvement ceased in 1987 upon my decision to study law.
- 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;
  - To my knowledge, the London Metropolitan Police was not accused of violating any laws or regulations during the time period I was associated with the organization.
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.
  - My experience as a police officer will be relevant to my ability to successfully run a business in which security is of paramount importance. I am trained in all aspects of crime detection and investigation as well as the safe handling of narcotics. I will also be able to successfully develop and implement community initiatives and philanthropic activities.

GREAT RIVER
GROWERS

Appendix D

Backer Members

Authorization for Release of Personal History Form

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

Appendix D
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): Col Care (Delaware) LLC a/k/a Columbia Care			
2. Street Address (including Apartment or Suite #): 874 Walker Road, Suite C			
3. City: Dover		4. State: DE	5. Zip Code: 19904
6. Daytime Phone Number: (203) 442-9000	7. Fax Number: N/A	8. E-mail Address: N/A	

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: [redacted]	11. Date Signed: 11/13/2013

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: [redacted]	13. Date Signed: 11/13/2013

GREAT RIVER
GROWERS

Appendix E

Executive Summary

In Re: RFA Section A Question 2

EXECUTIVE SUMMARY

1.0 EXECUTIVE SUMMARY OVERVIEW

The following pages contain Great River Growers LLC's executive summary identifying the company's qualifications, experience and industry knowledge relevant to the development and operation of a production facility.

Great River Growers LLC's (GRG) mission is to be Connecticut's (CT) premier provider of pharmaceutical-grade Medical Marijuana ensuring dispensary facilities offer patients a safe, natural way to alleviate suffering and improve lives. We are committed to consistently exceeding expectations by leading the industry in cultivation, production, innovation, social responsibility, and compliance. Across the country, we partner with local leaders, law enforcement, healthcare providers, and patient advocacy groups by offering philanthropic support. As demonstrated by our partnerships with UConn School of Pharmacy and the Connecticut Pharmacists Association, as described below, we will continue to work with scientific, healthcare and research institutions.

GRG is comprised of experts from the agricultural research, horticultural science, organic farming, mechanical engineering, clinical research, medicine, security, technology, finance, legal/compliance, government, retail, and education fields. As an experienced operator in other highly regulated Medical Marijuana programs, our team, substantial capital base and national platform offers CT proven execution and resources to ensure successful and compliant operations. Our company pledges: Quality, Experience, Security, Responsibility and Compliance.

QUALITY: At GRG, our primary goal is to provide the program with safe, consistent, contaminant free, pharmaceutical-grade, organically grown Medical Marijuana products. Our guiding principle is that internal standards must exceed State requirements. Our facilities operate within six sigma tolerances and our processes maintain ISO 9001:2000 standards. Leveraging our expertise in medicine, mechanical engineering, research and agriculture, we design everything from nutrient regimes to micro-climate controlled rooms to minimize patient risks of patients to potentially dangerous contaminants. To affirm this approach, we adopted CT's Department of Agriculture Good Agricultural Practices and Good Handling Practices Audit Program, and include, to the extent applicable, the Produce GAPs Harmonized Food Safety Standard & Checklist.

EXPERIENCE: GRG has built the most comprehensive and diversified team of established professionals specifically selected to operate medically-focused facilities in highly regulated markets such as CT, with over 250 collective years of agricultural experience. Together, we seek to operate a model facility offering the high-grade medicine with secure delivery methods.

Corporate Leadership is comprised of proven executive officers drawn from some of the most successful global companies; including Staples, Amgen, Eastern Mountain Sports, Goldman Sachs, and Bedrocan BV (the Dutch government's Medical Cannabis research institute).

Healthcare/Research Team is comprised of leading physicians, researchers and pharmacists whose previous experience originates from many of the world's finest research, medical and healthcare policy institutions such as the Yale-New Haven Medical System, UConn School of Pharmacy, Harvard Medical School, Dana Farber Cancer Institute, Cornell-Weil Medical Center, University of Pennsylvania Medical School, and Bedrocan BV.

Compliance/Legal Team is comprised of retired public servants and Medical Marijuana legal/policy experts knowledgeable in relevant law, and includes consultants and advisors, one of whom served as Speaker of the House in the CT House of Representatives for six years.

Security Team is comprised of retired CT law enforcement members, including a former Hartford Chief of Police, current President of the 100 Club, Member of the Sandy Hook Advisory Commission and former commissioner at the CT Department of Public Safety, a retired member of Marines Special Operations Command with extensive combat expertise including embassy protection, and several retired local and federal narcotics interdiction team members.

Capital. GRG brings substantial financial and operational resources to ensure it will be a successful, sustainable, and reliable partner for the State. Our access to financial and human capital will serve as the foundation for the infrastructure needed to build state-of-the-art facilities, develop

and employ fully-integrated, compliant proprietary security systems and protocols, and train personnel to ensure the absolute best products and safest delivery in strict regulatory compliance.

Proven Execution. CT's program is nascent, but GRG brings the unique experience of having built a marketplace for the young Washington, DC program. GRG will employ lessons learned in DC to build an effective infrastructure supporting CT's new program, leading the market-creation process through education, outreach, public service initiatives, and regulatory support. We know firsthand the program's success is dependent on the support of program participants- with a modest initial patient base, the lead-time, discipline and capital required to build a self-sustaining market will be challenging, so all stakeholders must collaborate and rely upon substantial resources and domain expertise. GRG is committed to this long-term investment.

Affiliates. GRG affiliates operate best-in-class production facilities with leading market shares in Arizona and Washington, DC. DC currently has the most restrictive program in the US, with Federal and local oversight- our operations, policies and procedures are reviewed by the Department of Health, Metropolitan Police Department, Department of Protective Services and Department of Environmental Protection with zero deficiencies. We were asked to serve as an advisor for DC's revised law enforcement policies based on the quality of our safety and compliance measures implemented in partnership with the Fraternal Order of Police.

We are licensed to operate two dispensary facilities and two cultivation centers in Arizona, the nation's second most stringently regulated program and currently the most highly regulated not-for profit Medical Marijuana market. Again, we are market leaders. We remain one of the only licensees certified with perfect scores during compliance reviews with the Department of Health, Prescott and Tempe Police Departments, Tempe Department of Protective Services and Department of Environmental Protection. Furthermore, we are one of the only groups in the US to have been selected in a competitive process to serve as a Medical Marijuana Licensee Manager for

a Court Appointed Trustee during a receivership. We successfully completed an organizational workout on behalf of the Court prior to transitioning the asset back to the Trustee as required.

SECURITY: At GRG, security is paramount. We establish and maintain security protocols that exceed all legal requirements. We utilize advanced systems complete with high-resolution PTZ cameras, magnetically-sealed doors, biometric access technology, motion detectors, TL-30 safes, reinforced vault rooms, proprietary protocols, remote camera access and wireless emergency notification. We have developed proprietary cash management, inventory control systems, HIPAA compliant IT systems and patient POS/CRM/EMR systems that exceed the requirements the CT program regulations to ensure real-time access and redundant oversight of products, plants, personnel and corporate assets. By combining best-in-class systems and strict policies and procedures with these security protocols, we intend to operate without incident.

COMPLIANCE: Our policy is to exceed the standards for compliance set forth by State regulations. We are committed to partnering with law enforcement and government authorities to ensure every operational aspect exceeds all standards. We utilize proprietary systems such as Adilas, EXACQ and FOID as our primary integrated IT/Inventory Tracking/Security platform in conjunction with several other systems to maintain redundant layers of oversight, company records and data collection. We have developed proprietary record-keeping processes for financial and compliance purposes. CC's policies and procedures incorporate duplicative checks and balances drawn from our operational experiences and have been adjusted to reflect CT's unique program. The lengths we take to ensure inventory oversight, chain of custody management and security enable us to operate within stricter tolerances than those required by law.

Our affiliates have never had a material breach of compliance and maintain among the best compliance records in the country. In the event of an operational shortfall, we are committed to remediate deficiencies immediately regardless of cost, and follow up to ensure the resumption of

on-going compliance. Our internal policies reward self-reporting and require a response plan for immediate remedial actions. In CT, GRG will continue to leverage its business experiences to ensure our proven operating systems and domain expertise lead to the safe and compliant production, transportation and delivery of pharmaceutical-grade Medical Marijuana products.

RESPONSIBILITY: Our team is comprised of CT residents who have already commenced outreach initiatives to support local leaders and organizations including law enforcement, medical experts, universities, non-profits and advocacy groups. We have partnered with the Connecticut Pharmacists Association to fund and conduct primary outcomes-based research, and have partnered with UConn's Health Outcomes Policy and Economics (HOPE) Collaborative Group to create a patient registry to scientifically assess the effectiveness and safety of Medical Marijuana through the collection of patient-reported outcomes. The HOPE/CC program will be the first collected and published dataset on Medical Marijuana outcomes in the US.

Our affiliates were the first in their respective states to voluntarily institute subsidy care programs for qualifying patients, such as seniors, veterans and low-income patients, and we are committed to providing retrospective rebates to CT dispensary facilities offering similar programs. GRG's will allocate up to 15% of operating profit to local charitable programs including veteran groups, law enforcement/first responders, education, and rehabilitation. With the guidance of local leadership, we have selected programs that directly support our local communities. We also utilize excess cultivation capacity to grow fresh hydroponic produce for donations to local shelters.

GRG will use our proven proprietary energy and water conservation processes in our Windsor facility. We will also utilize design plans to incorporate repurposed and salvaged materials. Production facility engineering techniques allow over 85% water reclamation, and solar arrays and energy technologies employed will reduce energy requirements and heat output to further improve our energy efficiency. GRG is committed to minimizing our ecological footprint.

GREAT RIVER
GROWERS

Appendix F

Financial Statement of Business Transactions

In Re: RFA Section A Question 3

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

BUSINESS TRANSACTIONS

1.0 PRODUCTION FACILITY BUSINESS TRANSACTIONS OVERVIEW

Great River Growers LLC's financial statement setting forth the elements and details of all business transactions connected with the Connecticut producer license application up through November 1, 2013 can be found on the following pages.

10:08 PM
11/13/13
Accrual Basis

Great River Growers
Balance Sheet
As of November 13, 2013

	Nov 13, 13
ASSETS	
Other Assets	
Security Deposit Asset	42,053.34
Total Other Assets	42,053.34
TOTAL ASSETS	**42,053.34**
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Due to Columbia Care LLC	106,008.34
Total Long Term Liabilities	106,008.34
Total Liabilities	106,008.34
Equity	
Net Income	-63,955.00
Total Equity	-63,955.00
TOTAL LIABILITIES & EQUITY	**42,053.34**

10:09 PM
11/13/13
Accrual Basis

Great River Growers
Profit & Loss
September 1 through November 13, 2013

	Sep 1 - Nov 13, 13
Ordinary Income/Expense	
Expense	
Contractor Wages	35,000.00
Legal Fees	13,015.00
Professional Fees	9,580.00
Rent Expense	6,360.00
Total Expense	63,955.00
Net Ordinary Income	-63,955.00
Net Income	**-63,955.00**

GREAT RIVER
GROWERS

Appendix G1

Proposed Production Facility Location

In Re: RFA Section B Question 1

LOCATION OF THE PROPOSED FACILITY

1.0 PRODUCTION FACILITY LOCATION

Great River Growers LLC's proposed production facility is located at the following address:

237 Addison Road
Windsor, Connecticut 06095

GREAT RIVER
GROWERS

Appendix G2

Authorization to Conduct Business in Connecticut

In Re: RFA Section B Question 2

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

AUTHORITY TO CONDUCT BUSINESS

1.0 AUTHORITY TO CONDUCT BUSINESS IN CONNECTICUT OVERVIEW

Great River Growers LLC has documents sufficient to establish that it is authorized to conduct business in Connecticut and that state and local building, fire and zoning requirements and local ordinances are met for the proposed location of the production facility.

The following documents are attached hereto sufficient to establish the above criteria:

- Articles of Organization
- Certificate of Legal Existence
- Notice of Employer Identification Number
- Sale and Use Tax Permit
- Letter of compliance from the municipality

Please find the above identified documents on the following pages:

FILING [redacted] PG 01 OF 02 VOL B-01855
FILED 10/03/2013 09:00 AM PAGE 01242
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

SECRETARY OF THE STATE (

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTI

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106

PHONE: 860-509-6003 WEBSITE: www.concord-sots.ct.gov

ARTICLES OF ORGANIZATION

LIMITED LIABILITY COMPANY - DOMESTIC

C.G.S. §§34-120; 34-121

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 81/2 X 11 SHEETS IF NECESSARY.

FILING PARTY *(CONFIRMATION WILL BE SENT TO THIS ADDRESS)*:

NAME: Robert K. Mayerson

ADDRESS: [redacted]

CITY: [redacted]

STATE: [redacted] ZIP: [redacted]

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.)

Great River Growers LLC

2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED:
ATTACH 81/2 X 11 SHEETS IF NECESSARY. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Act.

3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED: *(NO P.O. BOX)* PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE.

ADDRESS: 1131-O Tolland Turnpike, Suite 296

CITY: Manchester

STATE: CT ZIP: 06042

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)*

☐ **A. IF AGENT IS AN INDIVIDUAL.**
PRINT OR TYPE FULL LEGAL NAME:

BUSINESS ADDRESS *(P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"*	**CONNECTICUT RESIDENCE ADDRESS** *(P.O. BOX NOT ACCEPTABLE)*
ADDRESS:	ADDRESS:
CITY:	CITY:
STATE:	STATE:
ZIP:	ZIP:

SIGNATURE ACCEPTING APPOINTMENT:

FORM LC-1-1.0
Rev. 1/11/2011

FILING [redacted] PG 02 OF 02 VOL B-01855
FILED 10/03/2013 09:00 AM PAGE 01243
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

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

Corporation Service Company

CT BUSINESS ADDRESS *(P.O.BOX UNACCEPTABLE)*

ADDRESS: 50 Weston Street

CITY: Hartford

STATE: Connecticut ZIP: 06120-1537

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

Linda Snook

PRINT NAME & TITLE OF PERSON SIGNING:

Linda Snook
Assistant VP

6. MANAGER OR MEMBER INFORMATION-*REQUIRED:* *(MUST LIST AT LEAST ONE MANAGER OR MEMBER OF THE LLC.)*
ATTACH 81/2 X 11 SHEETS IF NECESSARY.

NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) *IF NONE, MUST STATE "NONE"*	RESIDENCE ADDRESS: (No. P.O Box)
Columbia Care CT, LLC	Member	1131-O Tolland Turnpike, Suite 296 Manchester, CT 06042	1131-O Tolland Turnpike, Suite 296 Manchester, CT 06042

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 3rd DAY OF October, 20 13

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
ROBERT K MAYERSON	[redacted]

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH [redacted] 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

FORM LC-1-1.0
Rev. 1/11/2011

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

OCTOBER 4,2013

ROBERT K. MAYERSEO
[redacted]

RE: Request for Information

Work Order Number: 2013291388-002
Type of Request: CERTIFIED COPY
Work Order Payment Received: 550.00
Payment Received: 105.00
Credit on Account: .00
Customer Id: [redacted]

Attached is the information you requested.

Copies of most filings may be requested from our office. Due to the implementation of CONCORD, you may receive more information than you requested. Please read your request for information carefully.

RUBY VEAL
Commercial Recording Division
860-509-6003

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

OCTOBER 4,2013

ROBERT K. MAYERSEO
139 STOW ROAD
HARVARD, MA 01451

RE: Acceptance of Business Filing

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

Business Name:
GREAT RIVER GROWERS LLC

Work Order Number: 2013291388-001
Business Filing Number: [redacted]
Type of Request: ARTICLES OF ORGANIZATION
File Date/Time: OCT 03 2013 09:00 AM
Effective Date/Time:
Work Order Payment Received: 550.00
Payment Received: 170.00
Credit on Account: .00
Customer Id: [redacted]
Business Id: 1119652

RUBY VEAL
Commercial Recording Division
860-509-6003
WWW.CONCORD.SOTS.CT.GOV

BUSINESS FILING REPORT

WORK ORDER NUMBER:2013291388-001
BUSINESS FILING NUMBER: [redacted]

BUSINESS NAME:

GREAT RIVER GROWERS LLC

BUSINESS LOCATION:

1131-0 TOLLAND TURNPIKE
SUITE 296
MANCHESTER,CT 06042

MEMBER INFORMATION FOR ONE MEMBER:

NAME:COLUMBIA CARE CT, LLC
TITLE:MEMBER

** END OF REPORT **

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

GREAT RIVER GROWERS LLC

a domestic limited liability company, were filed in this office on October 03, 2013.

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: October 07, 2013

Business ID: 1119652 Express Certificate Number: 2013293837001

Note: To verify this certificate, visit the web site http://www.concord.sots.ct.gov

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

Date of this notice: 09-27-2013

Employer Identification Number:
[redacted]

Form: SS-4

Number of this notice: CP 575 A

GREAT RIVER GROWERS LLC
GREAT RIVER GROWERS
% ROBERT MAYERSON MBR
1131 TOLLAND TPKE STE O
MANCHESTER, CT 06042

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2014
Form 940	01/31/2015
Form 943	01/31/2015
Form 1065	04/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GREA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A 09-27-2013 GREA B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 09-27-2013
EMPLOYER IDENTIFICATION NUMBER: [redacted]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

GREAT RIVER GROWERS LLC
GREAT RIVER GROWERS
% ROBERT MAYERSON MBR
1131 TOLLAND TPKE STE O
MANCHESTER, CT 06042

STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

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

Corr ID: 1300018525041
Date: 10/29/2013

Dear Taxpayer:

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

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

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

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

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

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

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

Sales and Use

Tax Permit

Use only at this location: Lic Nbr: 1052948

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

Date Issued	Expiration Date	Business Start Date	Connecticut Tax Registration Number
10/28/2013	03/31/2019	04/01/2014	60311057-001

GREAT RIVER GROWERS LLC
GREAT RIVER GROWERS LLC
237 ADDISON RD
WINDSOR CT 06095-2332

GREAT RIVER GROWERS LLC
GREAT RIVER GROWERS LLC
139 STOW RD
HARVARD MA 01451-1832

Kevin B. Sullivan
Commissioner of Revenue Services

This license may not be transferred or assigned.

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

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

GREAT RIVER GROWERS LLC
139 STOW RD
HARVARD MA 01451-1832

Corr ID: 1300018525042
Date: 10/29/2013

Dear Taxpayer:

Your registration application has been processed and your business entity has been assigned CT Tax Registration Number 60311057. The CT Tax Registration Number along with the correct Location Number should be used on any communications with the Department of Revenue Services (DRS). You should advise us promptly of any change in your business activities. Visit the DRS *Welcome New Business* page at **www.ct.gov/welcomenewbusiness** for information specific to filing and payment options, and to obtain valuable tax information.

Tax Registration Number/Location	Tax Type	Filing Frequency	Start Date	Registration Date
60311057 / 000	Business Entity	SEE BELOW	10/03/2013	10/28/2013
60311057 / 000	Non-wage Withholding	QUARTERLY	04/01/2014	10/28/2013
60311057 / 000	Wage Withholding	QUARTERLY	04/01/2014	10/28/2013
60311057 / 001	Sales and Use	QUARTERLY	04/01/2014	10/28/2013

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

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

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

TOWN OF WINDSOR

First in Connecticut. First for its citizens.

October 29, 2013

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

Dear Commissioner Rubenstein:

The Town of Windsor has been approached by Great River Growers, LLC ("Great River") in its interest to build and operate a production facility for the cultivation of palliative marijuana in the Town of Windsor.

Great River has entered into discussions with a landowner for a potential site of the proposed facility. If sited at this location, the use of this facility would comport with our local zoning regulations for a manufacturing facility, no different from a pharmaceutical production facility. We are also confident that Great River will meet the local building, fire, and zoning requirements and the other local ordinances that they will be required to meet.

The Town supports Great River's intent to operate a palliative marijuana producton facility in the location they have identified in Windsor. We have been impressed with the willingness of Great River to work with our town. In addition to me and my office, Great River has met with our Town Planner and Chief of Police to ensure that they will be included in decisions regarding the planning, design and operation of this facility.

Sincerely,

Peter Souza
Town Manager

Appendix G3

Property Owner and Landlord Statement of Consent

In Re: RFA Section B Question 3

STATEMENT FROM PROPERTY OWNER AND LANDLORD

1.0 PROPERTY OWNER AND LANDLORD CONSENT OVERVIEW

Great River Growers LLC has obtained a signed statement from the property owner and landlord certifying that they acknowledge and have consented to the company's operation of a production facility in accordance with all applicable Connecticut laws on the premises.

Please find the signed statement from the property owner and landlord on the following pages:

The Real Group, LLC
c/o The Ferraina Companies
810 Prospect Hill Road
Windsor, Connecticut 06095

November 13, 2013

To Great River Growers LLC, the Connecticut Department of Consumer Protection, and the Dispensary Facility Application Review Committee:

We are the owner and landlord of the property located at 237 Addison Road, Windsor, Connecticut (the "Property"). As the owner and landlord of the Property, we fully support Great River Growers LLC's business plan to operate, if licensed, a Connecticut production facility in full compliance with Connecticut law, including sections 21a-408 *et seq.* of the Connecticut General Statutes and sections 21a-408-1 *et seq.* of the Regulations of Connecticut State Agencies. After close scrutiny, we find Great River Growers LLC's approach and demeanor to be extraordinarily professional, which is the primary reason we chose to lease the Property to this organization.

As owner and landlord of the Property, we hereby certify, acknowledge and consent to Great River Growers LLC's use of the Property to operate a production facility upon the successful award of a producer facility license from the Department of Consumer Protection.

If you have any questions or concerns regarding the contents of this letter, please contact us at your convenience.

Best regards,

The Real Group, LLC

By: _____
Daniel J. Ferraina, Manager of the Owner and Landlord of the Property

GREAT RIVER
GROWERS

Appendix G4

Exterior Graphic Materials

In Re: RFA Section B Question 4

GRAPHIC MATERIALS ON THE FACILITY EXTERIOR

1.0 TEXT AND GRAPHIC MATERIALS ON THE FACILITY EXTERIOR OVERVIEW

Great River Growers LLC will not show any text or graphic materials on the exterior of the proposed production facility. The company feels it is in the best interests of the safety and security of the production facility employees and the operations generally not to publicly identify the location of the facility or the nature of the operations therein. Accordingly, there are no text or graphic materials relevant to this section included in the application.

GREAT RIVER
GROWERS

Appendix G5

Photographs of Surrounding Neighborhood

In Re: RFA Section B Question 5

PHOTOGRAPHS OF SURROUNDING NEIGHBORHOOD AND BUSINESSES

1.0 PHOTOGRAPHS OF SURROUNDING NEIGHBORHOODS AND BUSINESSES

Below are photographs of the surrounding neighborhood and businesses sufficient to evaluate the proposed production facility's compatibility with commercial or residential structures already constructed, or under construction, within the immediate neighborhood.

Great River Growers LLC's Proposed Production Facility

The photograph below depicts the proposed dispensary facility site.

Surrounding Neighborhood and Businesses

The photographs below depict the structures and businesses within the immediate neighborhood of the proposed dispensary facility location.


or Lease
60 525 9171
CBRE
233


237


For Lease
860 525 9171
CBRE

GREAT RIVER
GROWERS

Appendix G6

Site Plan

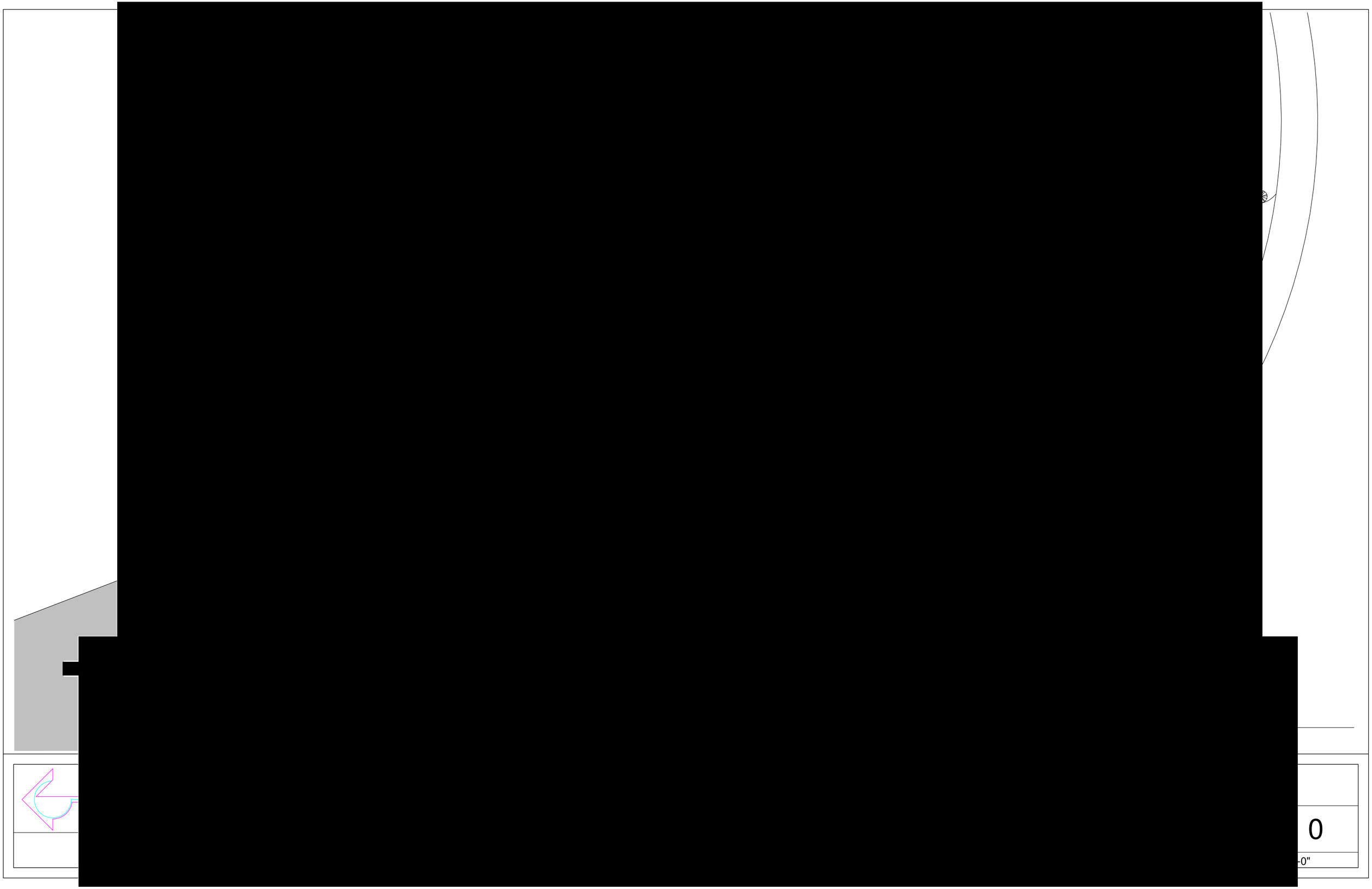
In Re: RFA Section B Question 6

SITE PLAN

1.0 SITE PLAN OVERVIEW

Great River Growers LLC has retained Elton + Hampton Architects to create a site plan drawn to scale of the proposed production facility showing streets, property lines, buildings, parking areas, and outdoor areas within the same block as the production facility.

The Site Plan can be found on the following pages:


0
-0"

GREAT RIVER
GROWERS

Appendix G7

Proximity Map

In Re: RFA Section B Question 7

PROXIMITY MAP

1.0 PROXIMITY MAP OVERVIEW

Great River Growers LLC has retained Dubiel Associates, an East Hartford based Connecticut certified land surveying company, to create a proximity map that identifies places used primarily for religious worship, public or private school, convent, charitable institution, whether supported by private or public funds, hospital or veterans' home or any camp or military establishment that are within 1000 feet of the proposed production facility location.

The Proximity Map and the narrative supplement identifying the exact distance of any sensitive uses within 1000 feet can be found on the following pages:

DUBIEL ASSOCIATES

SURVEYING - ENGINEERING - PLANNING - DESIGN

34 Connecticut Boulevard, East Hartford, CT 06108 860-528-9081

1000 FOOT RADIUS PROPERTY INFORMATION REPORT

SUBJECT PROPERTY:

237 Addison Road, Windsor, CT 06095
GIS Parcel ID No. 5587

SENSITIVE AREAS WITHIN 1000 FEET:

There are no Sensitive Areas within 1000 feet of the Building at 237 Addison Road, Windsor, CT.

I hereby declare that, to my knowledge and belief, the information presented in this Report is substantially correct. This information was prepared from Record Research and Maps, limited Field Observations, and other Sources.

Richard M. Walton, Connecticut Licensed Land Surveyor No. 16103
Dubiel Associates - 34 Connecticut Boulevard, East Hartford, CT 06108

1000 Foot Radius Proximity Map
237 Addison Road, Windsor, CT 06095
Scale: 1 inch = 555+/- feet
Prepared by Dubiel Associates

GREAT RIVER
GROWERS

Appendix G8

Floor Plan

In Re: RFA Section B Question 8, parts a-j

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

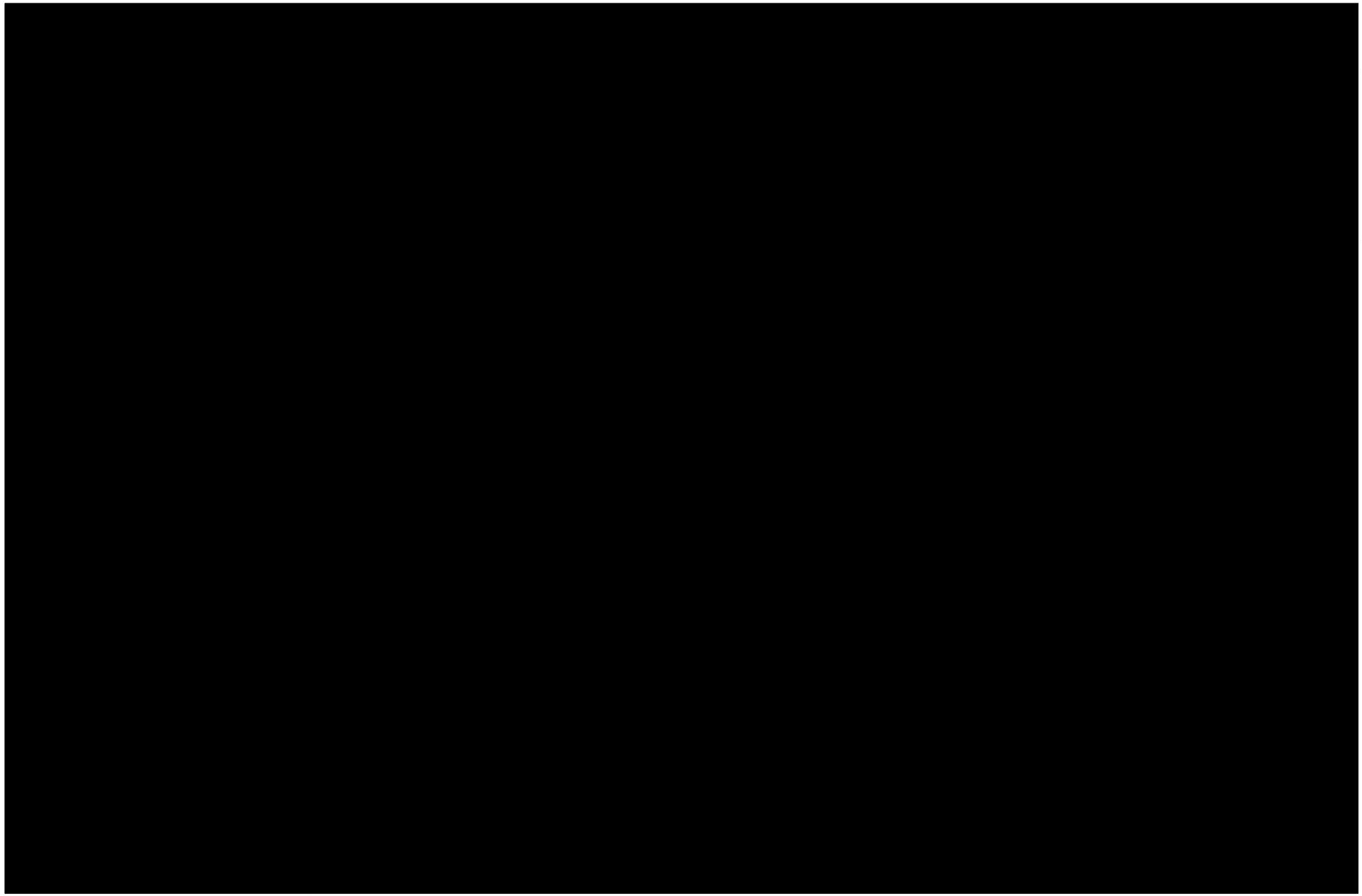
FLOOR PLAN

1.0 FLOOR PLAN OVERVIEW

Great River Growers LLC has retained Elton + Hampton Architects to create a floor plan drawn to scale of the proposed production facility which shows and identifies the following:

a. The location and square footage of the area where Medical Marijuana is to be grown;
b. The square footage of the areas where Medical Marijuana is to be harvested;
c. The square footage of the areas where Medical Marijuana is to be packaged and labeled;
d. The square footage of the areas where Medical Marijuana is to be produced and manufactured;
e. The square footage of the overall production facility;
f. The square footage and location of areas to be used as storerooms or stockrooms;
g. The location of the approved vault that is to be used to store Medical Marijuana;
h. The location of the toilet facilities;
i. The location of all break rooms and personal belonging lockers; and
j. The locations of all areas that may contain Medical Marijuana or Medical Marijuana products that shows walls, partitions, counters and all areas of ingress and egress. The Floor Plan also reflects all production, propagation, vegetation, flowering, harvesting, storage and manufacturing areas. Please note that propagation, vegetation, flowering and harvesting will all take place within the designated cultivation area of the facility.

The compliant Floor Plan be found on the following pages:



Elton + Hampton Architects

103 Terrace Street,
Roxbury, MA 02120

(617) 708-1071

Great River Growers

237 Addison Road,
Windsor, CT 06095

No.	Description	Date

Proposed Floor Plan

Project number	WINDSOR	WI-05
Date	10.10.13	
Drawn by	Melissa Piper	
Checked by	Bruce Hampton	Scale 3/64" = 1'-0"

GREAT RIVER
GROWERS

Appendix H

Business Plan

In Re: RFA Section C Question 1

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

BUSINESS PLAN

1.0 EXECUTIVE SUMMARY

1.1 Overview

Great River Growers LLC is a Connecticut Limited Liability Company.

At Great River Growers, LLC, our mission is to be the premier provider of pharmaceutical-grade Medical Marijuana products for licensed dispensary facilities in the State of Connecticut (the "State"). Our products are manufactured and developed to ensure dispensary facilities can offer all qualifying patients a better, natural way to eliminate their suffering and improve their lives. We are committed to being the industry leader in quality, compliance, innovation, research, social responsibility and education, and to consistently exceed dispensary facilities', research partners' and regulators' expectations. In every jurisdiction in which we operate, we offer direct financial and philanthropic support to work in partnership with local leaders, law enforcement, medical/healthcare providers and patient and neighborhood advocacy groups to ensure all stakeholders benefit directly from our involvement in their communities. As demonstrated by our research collaborations with the University of Connecticut School of Pharmacy and the Connecticut Pharmacists Association, we have already committed to work directly with scientific, healthcare and research communities to provide ongoing involvement and support for proprietary, Great River Growers LLC-funded research and development programs to ensure responsible and efficacious use of Medical Marijuana and its ancillary products in support of the State's initiative.

Our team is comprised of experts from every related discipline including clinical, genetic and agricultural research, medicine, security, horticultural science, organic farming, mechanical engineering, community outreach, technology, finance, legal/compliance, government and education. As one of the first approved cultivation facility operators and only integrated 'seed to sale' platform in our nation's Capital, and as one of the largest growers and wholesalers of organic, pharmaceutical-grade Medical Cannabis products in the highly regulated, medically-focused Arizona and Washington, DC markets, our team, substantial capital base and national platform offers the State of Connecticut unparalleled, proven execution experience and resources to ensure successful and compliant implementation of the State's Medical Marijuana program.

Our company pledges: Quality, Experience, Security, Compliance and Responsibility.

Quality

At Great River Growers LLC, our primary goal is to provide dispensary facilities with a wide-variety of pharmaceutical-grade, organically grown Medical Marijuana products and the highest quality customer service available in any market. Every aspect of our business is execution-focused and driven by a combination of dispensary facility needs, our collective experience, the requirements to produce pharmaceutical-grade products and regulatory compliance. We have built our business around the principle that our internal standards must exceed the requirements of the State and the expectations of our customers. Everything begins with personnel,

proprietary expertise, infrastructure & engineering, strain optimization (targeting the symptoms of the approved chronic conditions) and culminates in offering dispensary facilities the broadest selection of organic products, rigorously tested for quality, consistency, efficacy, purity, and the absence of chemical contaminants and pesticides. Our facilities and systems are designed to operate within six sigma tolerances and our processes and techniques maintain ISO 9001:2000 standards. Our cultivation platform was designed to manufacture Medical Marijuana products that are used specifically for the State's qualifying medical conditions. Leveraging our expertise in medicine, mechanical engineering, research and agriculture, we design everything from nutrient regimes to micro-climate controlled rooms to minimize the risk of patients being exposed to potentially dangerous contaminants. To quantify and affirm this differentiated approach, we have elected to adopt Connecticut's Department of Agriculture ("DoAG") GAP (Good Agricultural Practices) and GHP (Good Handling Practices) Audit Program in our hydroponic cultivation and production facility, including, to the extent applicable, the Produce GAPs Harmonized Food Safety Standard & Checklist.

This agricultural benchmarking system is licensed by the US Department of Agricultural Marketing Service to the DoAG to certify excellence in agricultural standards. Finally, consistent with our operations in other jurisdictions, we are committed to only utilizing organic production methods. All of these self-imposed disciplines are more resource intensive than the industry standard (or in comparison to what is allowed under the program's regulations), but yield a consistent safe, effective, market leading pharmaceutical-grade product devoid of chemical or organic contaminants.

Quality will be enhanced by leveraging our proprietary agricultural tracking and integrated environment control systems. This advanced infrastructure enables us to create complete records and retrospective performance analysis of production, agricultural techniques and output. In a medical/patient care setting, medicine quality is as important as consistency. Medical product consistency is the critical factor that assures predictable patient outcomes and enables researchers to collect data that will yield reliable and replicable conclusions. Together, consistency and quality are the cornerstones of any research subjected to peer review.

From the moment a seed or clone is planted, we assign unique bar codes or RFIDs to that plant. This enables us to track plant and batch "birth date", location (as the plant transitions through the different areas of the grow facility and life cycle), feeding regime, weight, light schedule, health, activity record/AEs and room environment (temperature, humidity, CO_2 levels, simulated wind, light spectrum, etc.). We continually monitor each plant's progress using electronic records in combination with redundant hard-copy backup (requiring a minimum of two technician signatures to confirm every material step). The results of such a disciplined process are generations of chemical and genetic clones that are continually optimized through selective breeding and culling as part of our proprietary agricultural genetic research program. Again, our goal is to offer an accessible and transparent platform to all stakeholders and encourage them to access and interface with our systems to maximize the value of the data we collect in the hopes of improving patient care and outcomes.

Experience

Our foundation is a comprehensive team of established professionals with over 250 combined years of relevant agricultural, scientific and compliance experience from Europe and the United States who believe in the merits of a highly-regulated, medically-focused, state-licensed program. We share a common vision that serves as the basis for all of our existing and future operations, and have established an organization that satisfies dispensary facility and regulatory requirements while striving to achieve the highest set of standards based on the principles of compliance, safety, security and quality of products and services. Our range of experience spans the gamut of growing environments from the technologically advanced, indoor organic hydroponic facilities that utilize highly specialized, proprietary micro climates that produce genetic replicas, to larger greenhouse operations that offer dispensary facilities high quality products with a lower price point. In addition to the 85,000 square feet currently dedicated to growing and developing innovative Medical Cannabis products we operate in other jurisdictions, our team also has decades of experience with other consumer crops that we use to test new organic agricultural methods and utilize as donations to local food banks.

Corporate Leadership is comprised of proven executive officers drawn from some of the most successful global companies; including Staples, Amgen, Eastern Mountain Sports, Bedrocan BV and Goldman Sachs. We have several +25 year veterans of organic farming who have not only built substantial businesses as organic agricultural producers, but have consistently used green techniques to maximize output with limited environmental footprint.

Healthcare/Research Team is comprised of leading PhD's and Master's recipients whose previous experience originates from many of the world's best research, medical and healthcare policy institutions such as the Yale-New Haven Medical System, the University of Connecticut, Harvard Medical School, the Dana Farber Cancer Institute, Cornell-Weil Medical Center, University of Pennsylvania Medical School and Bedrocan BV (the leading European institute for Medical Cannabis genetic research). In addition, one of our current facilities is located within a fully-functioning organic farm that has large, segregated areas that serve as interactive classrooms where organic and environmentally friendly techniques for non-Cannabis related products are developed and taught to students from all over the world.

Compliance Team is comprised of retired public servants, legal and policy experts with domain expertise in Medical Marijuana, related Connecticut State and Federal laws and includes several team members and advisors, one of whom served with distinction as the Speaker of the House in the Connecticut House of Representatives for six years.

Security Team is comprised of retired members of the Connecticut law enforcement community (former Chief of Police of Hartford, current President of the 100 Club, Member of the Sandy Hook Advisory Commission, former commissioner at the Connecticut Department of Public Safety), retired MARSOC (Marines Special Operations Command) personnel with force protection expertise in active theatres, and retired members of narcotics interdiction teams from local municipal, state and Federal departments and agencies.

Over the past several years, Great River Growers LLC and its affiliates have brought together a unique team under one banner and have built the most diversified collection of professionals specifically selected to operate medically-focused Marijuana production facilities in highly regulated markets such as Connecticut. Professionals with extensive Medical Marijuana and

other highly relevant business experience augment our leadership team. Their backgrounds include medicine, pharmacy, information technology, and communications.

Capital. Great River Growers LLC brings substantial financial and operational resources to ensure it will be a successful, sustainable, and reliable partner for the State of Connecticut, its licensed dispensary facilities and its patients. Our access to financial and human capital will serve as the foundation for the infrastructure needed to build state-of-the-art facilities, to develop and employ fully-integrated proprietary security systems and protocols and to train personnel to ensure best-in-class products and compliance. Accordingly, Great River Growers LLC intends to bring the additional and unique experience of having built a marketplace for a new, Medical Marijuana program as its sister company continues to do in Washington, DC. Our company will employ the lessons it has learned elsewhere to build not only the best team and infrastructure to support Connecticut's program, but also lead the market creation process through education, outreach, supporting regulators and public service initiatives.

The reality is that certain licensed dispensary facilities operators may have less experience with the unique security, transportation and storage requirements of a controlled substance that is so affected by changes in environment – even after being vacuum packaged. Still others may experience challenges in adjusting to the rigorous regulatory and compliance framework established by the State. Whether working with our partners to support their compliance efforts or offering creative inventory financing solutions – our resources and capital base will serve as support for all stakeholders, and therefore the program. We recognize that without the success of all dispensary facilities and the support of healthcare providers, patients and politicians, the program will not succeed. With fewer than 1500 registered patients in the State of Connecticut, the lead-time, discipline and capital required to support the creation of a self-sustaining market will be substantial. Only a handful of dispensary facilities licenses are likely to be awarded. It is therefore in everybody's best interest to ensure the success of each of the licensed dispensary facilities. The viability and sustainability of Connecticut's program will require the collaboration and mutual support of all involved to bring together their respective resources and domain expertise. Great River Growers LLC is committed to make the long-term investment required for the success of its business, its dispensary facilities customers, the program and the State's intentions.

Proven Execution. Through our affiliates, Great River Growers LLC operates best-in-class production facilities with leading market shares in Arizona and Washington, DC. After a highly competitive application and selection process, our sister company was licensed to operate one of the first Medical Marijuana production facilities in the nation's only Federal jurisdiction. Washington DC is currently the most restrictive Medical Marijuana program in the United States, and the only program with Federal and local government involvement. We are the only fully-integrated, licensee in the District of Columbia, and managed the first cultivation facility to be approved to operate. As an operator of both dispensary facilities and production facilities, we are uniquely qualified to understand the requirements of our potential dispensary facility customers in Connecticut. Understanding these needs affords us real perspective on the complexities associated with managing successful Medical Marijuana operations. This background will enable us to move seamlessly among the dispensary facility operators in Connecticut and work with them in a way that enhances their operations and improves patient health and regulator confidence. Our unique combination of superior organic products,

professional staff, clinical operating environment, innovative product and service offerings, partnerships with charitable organizations, sponsorship of research institutions and voluntary subsidies gives us the scope to ensure our operations support our customers, the dispensary facility operators, and improve the overall effectiveness of the State's program.

Most important among our proven operating disciplines is our control over the chain of custody to prevent diversion of product. From a regulatory and compliance perspective, the lengths we take to ensure inventory oversight, product management and security enable us to operate to stricter tolerances than those required by any statue or law. Our culture of transparency has served us well in other markets, and we intend to continue this tradition so that regulatory authorities and members of law enforcement are aware of our performance.

In Washington DC, our operations, policies and procedures are continually reviewed by the Department of Health, Metropolitan Police Department, Department of Protective Services and Department of Environmental Protection with positive reviews and zero deficiencies or citations (we have monthly inspections every other week). We have never had a material breach of compliance in any operation, and maintain among the best compliance records in any of the jurisdictions where we operate. In the unfortunate event a breach does occur, we run training exercises that rewards self-reporting and requires any deficiency be accompanied with a response plan that details immediate remedial action (if necessary) to resolve structural or procedural weaknesses. We have been asked to serve as an advisor for the District's revised law enforcement policies, and we partner with and enjoy the support of the Fraternal Order of Police based on the quality of our proprietary safety and compliance measures.

In Arizona, our affiliates operate over 60,000 feet of organic, hydroponic cultivation facilities in the nation's second most stringently regulated Medical Marijuana program, and currently the nation's most highly regulated not-for-profit Medical Marijuana market. Again, we are market leaders and after a competitive selection process were licensed to operate two-fully integrated Medical Marijuana platforms (up to four facilities – two dispensaries and two cultivation facilities). We remain one of the only organizations certified with perfect scores during compliance reviews with the Department of Health, Prescott and Tempe Police Departments, Tempe Department of Protective Services and Department of Environmental Protection. Furthermore, we are one of the only groups in the United States to have been selected in a competitive process to serve as a Medical Marijuana Licensee Manager for a Court Appointed Trustee during a receivership. We successfully completed an organizational workout on behalf of the court and not only built the licensee's entire facility and team, but secured the State issued license with no deficiencies, launched the dispensary's operations and initiated its business development and marketing program prior to transitioning the asset back to the Trustee upon completion of our assignment. Great River Growers LLC will leverage its demonstrably successful expertise and proprietary methods to ensure we bring not only leading business experience and financial capital, but proven operating systems and domain expertise in providing safe and quality Medical Marijuana products and services.

Security

At Great River Growers LLC, security is a top operational priority. We are committed to establishing and maintaining security protocols and infrastructure that exceeds legal

requirements. We utilize advanced systems complete with high-resolution PTZ cameras, magnetically-sealed doors, biometric access technology, motion detectors, window breaks, TL-30 safes, reinforced vault rooms, proprietary protocols, remote camera access for law enforcement and wireless emergency notification. We have developed proprietary cash management, inventory control systems as well as HIPAA compliant IT systems that exceed the requirements of the program regulations to ensure real-time access and redundant oversight of products, plants, personnel and corporate assets. Federal scrutiny is one of the single greatest risks to the business and program. Great River Growers LLC brings the only systems and procedures that have been vetted in a Federal jurisdiction and approved by the relevant federal and local law enforcement agencies. By combining tried and tested best-in-class systems, policies and procedures with these security protocols, we intend to operate seamlessly and without incident as a contributing member of the local community healthcare and economic systems, while decreasing the potential for regulatory anxiety that could result from a controversial program.

Compliance

Our policy is to exceed the standards for compliance beyond the requirements of both the State's Medical Marijuana program and any relevant agricultural regulations. As we have done in other jurisdictions, we are committed to working in partnership with local and state law enforcement, government authorities and environmental organizations to ensure every aspect of our operation exceeds all standards and expectations. For example, we utilize proprietary systems such as Adilas, EXACQ and FOID as our primary integrated IT/Inventory Tracking/Security platform in conjunction with several other systems to maintain redundant layers of oversight, company records and data collection. We have also developed proprietary record-keeping processes for financial and compliance purposes. Training modules and the company's policies and procedures were developed and implemented over several years through countless iterations. They incorporate and reinforce duplicative checks and balances that draw from the experience of operating in stringent, medically-focused regulatory environments and have been adjusted and re-written to incorporate and adopt the unique aspects of Connecticut's program.

Responsibility

We are a team comprised of Connecticut residents who intend to operate a facility in our own community. We love our homes, families and neighbors. Our corporate mission is to provide dispensary facility operators with products and support in a compliant structure that will enable them to improve the lives of qualifying patients. This is more than a statement – it is a personal commitment from each of us. Every member of the team, all of whom have had distinguished careers prior to joining Great River Growers LLC, is a partner whose professional reputations and successes depend upon flawless execution. Because of the 'newness' of the program, there are unique risks. It is through those decades of professional experience that we learned to embrace the philosophy that the only pathway to success is though transparent, flawless execution that goes beyond operating a compliant production facility. As such, we have already begun several outreach initiatives to support local leaders and organizations including law enforcement, medical experts, universities, non-profits and advocacy groups. By supporting their efforts, we hope to enhance the quality of life for our neighbors and improve the receptivity of the program and its participants in the process.

Environment. We are committed to minimizing our environmental footprint and have developed proprietary energy and water conservation processes for our existing facilities that we plan on employing in Connecticut. In addition, we utilize design plans to incorporate repurposed and salvaged materials and ecologically available woods such as bamboo. Our proprietary indoor cultivation facility engineering techniques enable us to reclaim over 85% of the water used in the facility. The solar arrays and energy technologies we employ in our lighting systems reduce energy requirements and heat output which makes our facilities substantially more energy efficient than competitors (up to 40% less energy intensive). All of these technologies and designs have been proven to work under real world operating conditions and will be adopted to suit our facility in Windsor.

Community. Our corporate policy is to allocate up to 15% of operating profits to local charitable organizations and programs including food banks, veteran groups, law enforcement/first responders, education, rehabilitation and low-income housing. With the assistance and guidance of local leadership, we have selected organizations representing each category mentioned above that directly support the immediate communities in which we operate. We utilize our excess cultivation capacity to make donations of fresh hydroponic produce to local shelters and are committed to maintaining a low profile within the community. We understand the sensitivity and misperceptions associated with this business and look forward begin given the opportunity to give back to the communities we serve.

Compassionate Care. Through our affiliates, we have been the first operators in Arizona and Washington, DC to voluntarily institute subsidy/charity care programs for licensed dispensary facilities that offer charity care programs to their patients. To encourage this brand of corporate citizenship, we have programs that provide dispensary facilities with retrospective discounts and rebates when they demonstrate that they are offering charity care discounts to patients who qualify such as low-income, veterans and senior citizens. Our commitment is to continue this practice in Connecticut to ensure access to all patients, regardless of economic circumstances.

Scientific Community and Research. As we have done in other jurisdictions, by leveraging our Scientific Advisory Board, access to genetic warehouses and research programs in the US and Europe, we will continue to engage with leading agricultural and horticultural experts, researchers, and providers using our proprietary HIPAA compliant IT systems to assist in evaluating and researching (1) the efficacy of Medical Cannabis across approved disease categories, (2) the development of optimized strains, and (3) the development of environmentally friendly hydroponic growing techniques and green technologies. We have partnered with Health Outcomes, Policy and Economics ("HOPE") Collaborative Group at the University of Connecticut School of Pharmacy to create a patient registry (IMPACT or "Improvements in Patient Ability due to Cannabis Therapy") to scientifically assess the effectiveness and safety of Medical Marijuana through the collection of patient-reported outcomes ("PROMs"). This is in addition to the ongoing roll out of the IMMAC program that is focused on AIDS/HIV efficacy in Washington, DC that we hope to implement in Connecticut.

We expect that the outcomes data we collect through HOPE and UCONN using the IMPACT registry, under the direction of Great River Growers LLC's Scientific Advisory Board, will be the first collected and published dataset on Medical Marijuana outcomes in the United States. This research will lay the groundwork, and set the standard for all other producers and instill

confidence that Great River Growers LLC and the State of Connecticut are at the forefront of providing Medical Marijuana in a controlled and studied medical program.

Our Goals

Great River Growers LLC is poised to produce organic, pharmaceutical-grade Medical Marijuana including infused preparations (baked goods, capsules, topicals, tinctures, lotions, etc.) to the registered dispensary facilities of the State of Connecticut (the "State") in full compliance of sections 21a-408 to 21a-408q, inclusive, of the Connecticut General Statutes (the "Act") and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies (the "Regulations"). Our goal is to improve the quality of life for registered patients in the State through the dedication of our skilled production facility employees and the quality of our organic Medical Marijuana.

Our company-wide mission, however, extends beyond simply providing therapeutic relief. We seek to cultivate meaningful relationships with the State's registered dispensary facilities, patients, and administrators, and to demonstrate a responsible, sustainable cultivation model. Great River Growers LLC will commence the necessary build-outs as soon as it is awarded a producer license by the Department of Consumer Protection (the "Department") in order to initiate cultivation and production operations as quickly as possible.

When open, Great River Growers LLC will be a clean, modern production facility specifically designed to provide a steady supply of quality, consistent, and unadulterated raw Medical Marijuana and permissible Medical Marijuana products in a professional, sustainable manner in full compliance with the State's Act and Regulations.

Our production facility's focus shall consist of equal parts safety, security and efficiency. Furthermore, we are prepared to expand within our preexisting space through increased efficiencies and future investments in technology. Production facility employees will be well-trained, professional, and knowledgeable of all relevant State laws, rules and regulations, and will be versed in federal law concerning Marijuana.

In addition to raw Medical Marijuana material, our facility is designed for the preparation of alternative forms of Medical Marijuana products, and we have consolidated a proprietary holding of recipes, formulations, and processes for preparing these alternative products. These preparations undergo a rigorous laboratory screening protocol in production. The licensed proprietary protocol has been perfected in Medical Marijuana laboratories for more than a decade in other Medical Marijuana jurisdictions. The result is consistent preparations and reliably measured dosages. Accordingly, the State's patients will be able to rely on a trusted provider for consistent relief with each dose.

We realize that legal compliance is paramount, and that we must remain financially sound and responsive to the community in which we operate. Our model includes a charitable giving program that will increase in proportion to Great River Growers LLC's revenue, and we look forward to participating generously in programs in our neighborhood and throughout

Connecticut.

Great River Growers LLC's senior team is a capable, dedicated group of professionals with a commitment to the letter and spirit of the Act and the Regulations.

Finally, we have retained leading consultants, where necessary, to contribute their expertise to our operational procedures and to validate portions of our business plan.

This plan represents a realistic and achievable vision of what a model, sustainable Medical Marijuana production facility can be.

1.1 Our Mission Statement

It is our mission at Great River Growers LLC to provide certified organic, clean, consistent, pharmaceutical-grade Medical Marijuana to the State's dispensary facilities within strict compliance of the State's Act and Regulations. Our success in fulfilling our vision is measured by dispensary facility and patient satisfaction, team member excellence and happiness, improvement in the state of the environment, return on capital investment, and community support.

1.2 Core Values

The Great River Growers LLC Core Values are:

- *Highest Quality, Pharmaceutical-Grade Organic Medical Marijuana* – Through careful selection, proprietary processing and laboratory testing, and careful attention, our preparations are the best available, most effective therapeutic strains for the list of qualifying conditions, and continually evaluated for improvement and refinement.
- *Responsiveness* – We are part of the community at large, and communication is paramount. We are available and responsive to our dispensary facility clients, State residents, our employees, and our neighbors.
- *Site Security* – Our commitment to our employees and our neighbors is a core value. We have designed our production facility with strict access controls to ensure only authorized personnel gain access to restricted areas, and our production facility employee program includes on-going training and continuing education to maintain a clean, intelligent working environment that is safe and secure.
- *Fiscal Responsibility* – We understand that being a State-approved production facility is a privilege, and that our ability to serve the State in

this role demands the highest level of business ethics and financial accounting. Our business model is based on transparency, independent accounting professionals, and sound business practices.

- *Environmentally Progressive* – All of our cultivation and production processes are designed with environmental impact mitigation techniques across the board, with scheduled reassessments.
- *Being a "Good Neighbor"* – Community relations involves our neighbors, our neighborhood, and the State - by working with the community, the city, and local law enforcement as a responsible service provider.

1.3 Objective

Medical Marijuana remains a controversial issue. There is mounting evidence, both anecdotally and from the scientific community, that Medical Marijuana offers unique and effective therapeutic relief for many ill and suffering individuals, often without the debilitating side effects that accompany more powerful pharmaceuticals. Communities and states around the country are struggling to find ways to allow qualifying patients to obtain and use Marijuana without relying on the illegal, "recreational" marketplace. Respected organizations and leading medical authorities are raising the level of dialogue on this important subject. Yet, federal, state and local laws are a long way from consensus on the proper path forward.

In this context, many states, including Connecticut, have taken leadership roles in establishing reasoned, regulated Medical Marijuana programs, as exemplified by the State's Act and accompanying Regulations.

The objective of Great River Growers LLC is to build, operate and grow its production facility to become the best example possible of how Medical Marijuana can be produced safely, sustainably and economically under the Act and Regulations. Great River Growers LLC aims to serve as the example that the government and the people of the State demand, deserve and can be proud of.

Great River Growers LLC is dedicated to providing the citizens of the State with:

- A safe, professional, sustainable, and fully compliant Medical Marijuana production facility, as envisioned by the Act and Regulations, under the regulatory authority of the State and its Department of Consumer Protection (the "Department");
- A close, cooperative, proactive and professional partnership with local law enforcement, in full compliance with the Department's role in implementing the State's Medical Marijuana program.
- An open and ongoing relationship with our local municipal government, community leaders, and our neighbors throughout the State. We are committed to being a responsible business, a good neighbor, and demonstrating this commitment to residents and businesses in our area;

- A reliable and trusted provider of Medical Marijuana to registered dispensary facilities within the State;
- A steady supply of organic Medical Marijuana and Medical Marijuana products of the highest purity, quality and consistency, including the most effective therapeutic strains for the list of qualifying conditions, taking into consideration registered patient and dispensary facility feedback;
- Appealing alternative Medical Marijuana products that are precisely formulated (proven and proprietary laboratory screening process), freshly produced, economically priced, safely packaged, accurately labeled and ultimately trusted by qualifying patients for their consistent therapeutic effects and quality.
- A clean, well-managed, fiscally-responsible and environmentally responsible business model, operating in close cooperation with the State, the Department, local authorities, and the local community.
- A research and development program to ensure that our production facility remains at the forefront of cultivation and production methodologies;
- Cooperative research programs with medical and university groups to expand our understanding of the benefits, risks, and most effective ways for State patients to utilize Medical Marijuana.

1.4 Keys to Success

Important keys to our success include:

- Positioning our production facility as a responsible business in the community and developing close working relationships with civic, business, and government leaders and their staffs.

- Highly detailed planning and execution: staffing, training, detailed operational procedures, and infrastructure required to operate a quality Medical Marijuana production facility is critical to our success.

- Financials, especially cash flow, must be well planned and managed, and kept to high standards commensurate with our service oriented business model and visibility in the industry.

2.0 ORGANIZATION SUMMARY

2.1 Legal Entity

Great River Growers, LLC is a Limited Liability Company incorporated in Connecticut and

registered with the Connecticut Secretary of State.

2.2 Startup Summary

The following are some of the notable milestones and accomplishments achieved thus far:

- Assembled a team of industry professionals, security professionals, legal professionals and other experienced operators to serve as consultants, employees, and Advisory Board members. The team includes some of the most knowledgeable and seasoned figures in the Medical Marijuana industry, each intensely dedicated to the responsible provision of Medical Marijuana to those who need it most.
- Retained a team of qualified advisors including talented architects, designers, financial planners, corporate counsel, a green sector consulting firm, and experienced cultivators to advise management on best practices in operations.
- Reached agreement with Clean Green to undergo their rigorous Medical Marijuana organic certification process, which is identical to national organic standards and performed by USDA organic inspector.
- Reached agreement to license Adilas software and inventory tracking systems – Medical Marijuana management and operations software with more customized and more effective features than any other comparable product on the market. It features seed to sale tracking, and can track pre-packaged Medical Marijuana *down to the .01 gram*.
- Prepared a comprehensive set of plans that address all areas required to fund and operate a legally compliant, sustainable organization that can fully deliver on its mission in a compliant and community-friendly manner.
- Developed one of the most comprehensive sets of operating and training manuals and approaches in the Medical Marijuana cultivation and production industry.

3.0 PRODUCTION SUMMARY

3.1 Production Overview

To be a successful, professional producer, careful processes have to be established and followed. At Great River Growers LLC, we look at the cultivation process not just from seed to harvest, but from a holistic view of the plant's lifecycle and what each plant requires based on its then-current expression. We refer to our process as "Seed to Sale."

Based on our more than two decades of organic cultivation and production experience, months of research and evaluation of various designs, and the advice of noteworthy industry experts from all disciplines, we have designed a unique, proprietary, and state-of-the-art facility in our selected location.

Great River Growers LLC's approach and methods are set forth below:

1. **Germination Stage:** Germination is a two-part process that starts with the seed beginning to sprout, and then planting the seed in soil for the root to set. This process requires an average of five days for most varieties. The process is near completion when the root breaks through the surface of the seed shell. This process will only be required once upfront, and potentially again if new strains are selected for cultivation.

2. **Seedling Stage:** The seedling stage refers to a seed that has been planted in soil with both the root growing and breaching above the soil. A breach is complete when the primary or rudimentary leaf of the seed embryo (commonly referred as the cotyledon) is protruding above the soil. The seed casing falls away at this stage. The Marijuana plant usually has two primary leaves. The cotyledons immediately start producing sugars through the process of photosynthesis. Generally, this stage lasts one to two weeks. This process will only be required once upfront, and potentially again if new strains are selected for cultivation.

3. **Clone Stage:** Clones are a form of asexual reproduction. It is the process whereby a cultivator removes cuttings from an existing plant in the vegetative stage (not flowering), and places them into a medium (such as Rockwool or Oasis growing media products), while using rooting compounds to generate roots. Direct light is generally focused on the plant 24 hours each day during this period.

   Alternatively, cloning may be automated. In this instance, cuttings are placed into a container that allows the lower part of the stem to protrude below the surface of the platform supporting the container. The stem is continuously misted with water so the lower part of the stem will root.

   Great River Growers LLC will remove cuttings from plants in the vegetative stage rather than designate a "mother" plant, as is common cloning practice. The clones will take root generally within 7 to 15 days.

4. **Vegetative Stage:** The vegetative stage refers to the stage post seedling or cloning. Here, the plant begins its major vegetative growth. Vegetation requires direct light for an average of 18 hours each day, and a steady supply of nutrients to promote root, stalk, stem and leaf growth. This stage usually lasts sixteen to twenty days depending on the varietal, and depending on the desired height and width of the plant.

5. **Pre-Flowering Stage:** The pre-flowering stage will immediately follow the vegetative stage and last two and half weeks. Pre-flowering generally prepares the plant for the flowering stage, where its full bloom is realized. A pre-flowering stage can be used to increase yields. This stage will boost production in the Flowing Stage, discussed below.

   To trigger the plant's pre-flower response, plants are generally limited to eighteen hours of high-intensity light each day. The nutrient levels and mixtures may also be tapered during this phase.

6. **Flowering Stage:** The flowering stage, also commonly referred to as the "bloom stage," is the final stage prior to harvest. Here, the plant is coaxed into a full flowering cycle by reducing its exposure to light down to twelve hours per day. This includes changes in nutrients and strict blackout periods when light is not in use. Flowering will last six to twelve weeks depending on varietals. However, the flowering stage in Great River Growers LLC will generally last nine weeks in order to balance the demands of high yields and steady supply.

7. **Harvest Stage:** The harvest stage is a three-part process that generally lasts two weeks. It encompasses (1) initial drying of the plant, (2) carefully manicuring the flowers according to all applicable quality standards, and (3) a curing process to preserve the quality of the medicine. It is critical that the flower is handled with the utmost care in this stage so as to avoid damage to the flowers and to preserve phytocannabinoid integrity. Additionally, proper maintenance of humidity levels and temperature is critical, as drying the plants too quickly can also limit the plant's full cannabinoid expression – a complete expression increases the likelihood that the plant will convey the full range of therapeutic benefits to the patient.

8. **Processing Stage:** The processing stage refers to the processing of raw flowers and their byproducts (leaves) into solid or liquid concentrates. Concentrates are created from excess flowers that are not purposed for raw flower sales. Solid concentrates are created through a cold water friction methodology and are commonly known as "hash" or "hashish." Great River Growers LLC liquid concentrates are created through a proprietary process. Liquid concentrates are infused in organic butter or organic coconut oil for use in alternative products such as baked goods, capsules, topicals, and lotions.

9. **Inventory Stage:** This stage refers to the bulk storage of raw flowers and concentrates, in strict compliance with section 21a-408-53 of the Regulations, for future production of alternative products. Great River Growers LLC has developed policies and procedures aided by custom

software to ensure compliance with the requirements set forth by the State's Act and Regulations. The inventory policies and procedures govern tracking, packaging, and disposing of Medical Marijuana.

Great River Growers LLC has contracted with Adilas and will be utilizing their fully integrated Point of Sale (POS) and Inventory Control system. Adilas's POS, Patient Database, and Cultivation Database software has been designed precisely to serve State-approved Medical Marijuana production facilities as described below.

Adilas software is a unique seed-to-sale tracking of *every gram of Medical Marijuana to the .01 g level*. Processes unique to this software include tracking weight loss caused by evaporation. For example, every package of inventory is checked out, and any difference in weight is recorded between the package time and the check-out time. All gross and net weights are tracked.

10. **Packaging & Delivery Stage:** This stage includes (1) assembling raw flowers, concentrates, and alternative products, (2) packaging all products in child-resistant, light-resistant containers, and (3) labeling all products for shipment – all in strict compliance with Great River Growers LLC Policies & Procedures, which is in line with the requirements of the Act and Regulations, best practices, and all other applicable laws. This stage also includes creating product documentation for each strain purchased by a dispensary facility, whether it is in raw flower, concentrate or alternative product.

    Great River Growers LLC's procedure to ensure product safety includes cleanroom, ISO 9001:2000, and cGMP quality standards. All team members that handle the medicine must, among other procedures, wear gloves, hairnets and masks at all times.

3.2 Facility Overview

Great River Growers LLC has dedicated a majority of the total floor space to limited access areas broken down into climate controlled segregated rooms, and left open space in reservation for expanded cultivation and production in the future. The most important areas of the facility are the cultivation areas where plants are grown, cultivated harvested. Humidity and temperature must be carefully monitored, as plants are fragile, particularly as young seedlings. When young and immature, plants will be grown with T5 energy-efficient florescent grow lights and seedling heating pads. As plants mature during the vegetative phase (during the initial eight weeks or so of growth), the cultivation areas will utilize their own set of environmental controls, including lights, HEPA/HVAC, dehumidifiers and humidifiers, air circulation fans, air intake fans, and CO_2 generators. During the final phase of growth, i.e. the flowering production phase, the cultivation areas provide sufficient spacing between plants such that maximum plant surface area

will be exposed to light and have room to grow into healthy, full plants. In addition to the areas we have designated specifically for expansion and growth which roughly doubles the usable square footage, the primary areas are also large enough to accommodate additional plants should the opportunity and need for future expansion present itself beyond what we have planned for. Finally, we always design our cultivation areas with high ceilings to encourage tall, healthy plants.

The remaining areas of the facility are reserved for the supporting activities of the cultivation and production process, including drying and curing, trimming, packaging and labeling, production and manufacturing, quarantine, staging, kitchen, surveillance, and storage.

3.3 Cultivation Methodology & Production Output Capacity

Great River Growers LLC will operate a staggered growth facility, harvesting a conservative estimate of 200 pounds per harvest, assuming 4,000 plants at the onset of operations, approximately once a month and closer to every three weeks. Assuming ideal cultivation conditions the production output capacity should reach approximately 2,400 pounds per year, representing enough Medical Marijuana to accommodate over 1,600 qualifying patients purchasing 2 ounces of raw Medical Marijuana flowers per month (an unlikely scenario, but one which we are prepared to address). In other words, the existing production facility will alone be able to meet the current anticipated patient demand for the entire State of Connecticut. We have additional expansion capacity as described in section 3.7. Great River Growers LLC assumes that it is an unlikely circumstance that every patient in the State will purchase the maximum amount permitted under law, but it is operationally prepared to meet such demands regardless.

Once cultivation methods and techniques are further customized to accommodate for the local environmental nuances of the facility and other production conditions, the company anticipates more than doubling the expected production output capacity for each harvest, meaning the facility could potentially meet more than twice the above described patient demand (i.e. with the cultivation team's advanced experience and expertise, the facility could potentially yield 300-400 pounds per harvest depending on a number of controllable factors). The staggered cultivation schedule implemented by Great River Growers LLC provides sufficiently large yields and a steady supply to meet anticipated increases in dispensary facility and patient demand.

Ramp Up

Initially, enough seeds will be germinated through the seedling process. After six (6) weeks, less than favorable plants will be destroyed so that only the strongest genetics moves forward in the cultivation process. Additionally, any resulting male plants will be separated from the crop and destroyed. The cycle will continue with only the strongest female plants continuing to the latter stages of the plant-life growth cycle for eventual harvest.

As noted, all plants will be started as seeds to ensure the genetics and quality. Once the seeds have advanced to a vegetative stage, typically two months or so, the staggered growing schedule will begin. At that point, there will be no more seed germination (unless, of course, new varieties are being introduced). All clones will be taken from existing plants in the vegetative stage, which will not impact our flower yield, again ensuring that our production will remain steady and our ability to service the State's dispensary facilities will not be interrupted. Great River Growers LLC will not reserve "mother" plants for cloning in order to hit maximum yields.

Full Cycles

From this point, full product cycle begins, creating cultivation cycles approximately once every four (4) weeks. Each harvest should conservatively yield approximately 200 pounds of organic, pharmaceutical-grade Medical Marijuana, assuming 4,000 plants in the aggregate initially. Great River Growers LLC will maintain approximately 3,000 of these plants in the Vegetative, Pre-Flowering and Flowering stages, as discussed below. The remaining plants will reside closer to the beginning of the life-cycle in what is called the Seedling/Pre-Vegetative stage. These methods help ensure a steady supply of pharmaceutical-grade Medical Marijuana to registered dispensary facilities in strict compliance with the Act and Regulations.

3.4 Additional Cultivation Processes

All activities performed by Great River Growers LLC's cultivation team are tracked in the Adilas Inventory System. This allows for detailed processes and documentation of the processes to be part of each plant's permanent record.

The staggered growth model allows for all staff duties such as cloning, moving clones to vegetative stage, inducing plants from vegetative stage to pre-flower, and the final flowering stage, are pre-scheduled. This includes equipment checks, water filtration filter replacements, carbon filter replacements, and cleaning of air intake, outtake and circulation fan filters. Production facility employees must follow the strict schedules daily. Some additional procedures may be listed and must be performed according to maintenance needs or plant growth.

Daily activities are fully documented in the system both for records and historical value to ensure proper nutrient supply, filling of the reservoirs, plant inspection, etc. All the processes listed below and their environmental readings are documented and recorded in the Adilas software.

A typical daily schedule for a cultivation team member would be the following, and it is understood that any changes to plants, lights or the environment would take place immediately by the employee.

1. **Air Ventilation Check:** Verify that air intake and outtake are working properly and that overall temperature meets company standards.
2. **Air Circulation Check:** Verification that all circulating fans are operating correctly.

3. **Humidity Check**: Verification that humidity levels in each phase of growth is correct.
4. **Temperature Check**: Verification that temperature for each phase of growth is within acceptable ranges.
5. **Soil/Growing Medium Check**: These are checked by touch and by pH meters to ensure that plants are not being overwatered or under-watered and that pH is in balance.
6. **pH & PPM Checks in Reservoirs**: These are checked on each shift to ensure the proper pH and PPM levels are within range.
7. **Light Adjustments**: Each light on every plant is checked for height and is adjusted to ensure each plant (1) receives enough light, (2) is not getting burned, and (3) is covered equally or as equally as possible. Likewise all lights are examined for excessive heat on ballasts, timers, plugs, timers and ceilings.
8. **Pest & Disease Inspection**: Using the naked eye and 60x magnifying glasses, cultivators check top side and under leaves for pests, disease mold, fungi, nutrient deficiencies or excessive nutrients, or any other signs that may cause concern to the cultivator for damage to the plant.
9. **Sanitation and Cleaning**: Cultivators at end of shifts are required to clean and sanitize all tools used, including glasses, containers, measuring cups, stirring sticks, shears, etc. for the next day's use, and to keep proper aseptic conditions in the facility. This also includes daily cleaning and sanitization of the rooms.

3.5 Pest Management Overview

Pesticides are substances or mixtures of substances intended for preventing, destroying, repelling or mitigating any pest. Pests include insects, plant pathogens, and any microbes that destroy plants, spread disease, are a vector for disease, or cause a nuisance. The most common pests in the indoor environment are spider mites, thrips and earwigs.

The following are part of the pesticide family:

1. **Insecticides:** These are pesticides used against insects. They include ovicides and larvicides used against the eggs and larvae of insects respectively. Organic insecticides can be synthetic chemicals and comprise the largest numbers of pesticides available for use today; their chemicals are rated for use by both OMIR and the USDA.

2. **Miticides or Acaricides**: These are pesticides that kill members of the Acari group, which includes ticks and mites. In Medical Marijuana

cultivation, these are used to prevent and destroy spider mites that can destroy plants in a matter of a few days.

3. **Fungicides**: These are chemical compounds or biological organisms used to kill or inhibit fungi or fungal spores. Fungicides can either be contact, translaminar or systemic. Contact fungicides are not taken up into the plant tissue and only protect the plant where the spray is deposited. Translaminar fungicides redistribute the fungicide from the upper, sprayed leaf surface to the lower, unsprayed surface. Systemic fungicides are taken up & redistributed through the xylem vessels to the upper parts of the plant.

4. **Herbicides:** Commonly known as weed killers, herbicides are a type of pesticide used to kill unwanted plants. These will not be used at Great River Growers LLC because of the indoor environment. Normally these are used to clear embankment, however Great River Growers LLC will use organic herbicides to maintain weed growth around the building, but not for any Medical Marijuana cultivation.

3.6 Pest Management Processes

Pest Management requires a proactive approach. Great River Growers LLC will employ is a three-step process for controlling pest management:

1. **Prevention:** Treat as if infected. Proactive treatments on tight weekly cycles with natural organic pesticides and fungicides will reduce risk of infiltration and damage to the plants. Organic pesticides that are OMIR certified are natural oils that repel and destroy pests. These will not cause damage to plants and actually immunize plants against common pests. The company's process includes weekly treatments of organic sulfur burners that prevent rust, mold and other fungus problems. Use of neem oil and organic products containing spinosad coat leaves for protection and literally make the plant so distasteful to pests that most pests will simply die of starvation.

   The process also includes proactive white fly strips, whether or not there are signs of white flies or gnats. Great River Growers LLC will also utilize carnivorous plants in the environment and use Mother Nature's own natural process of elimination to control small flies, fruit flies and gnats.

   Special Note: This also includes keeping a large inventory of various organic products to combat all possible scenarios. When using organic products, it is best to rotate treatments for pesticides rather than sticking

with one product. Research and experience has shown that when using organic products, unlike their harsh inorganic counterparts, plants and pests can build up immunity to various treatments or compounds.

2. **Observation:** As mentioned in the product safety and quality control section, we will require daily observation using 60x magnifying glasses and hand inspection of rooting mediums, top sides and undersides of leaves and their stalks for any signs of pest infiltration (or mold, fungus). For example, daily inspection can spot one spider mite egg and treatments can be handled immediately and efficiently to prevent full-scale infiltration. Left unobserved, spider mites could be in full epidemic stages in two to three days.

3. **Intervention:** Should observation indicate signs of any pest, mold or fungus, plants would be immediately treated with the appropriate organic compound. This includes moving plants to a quarantine area to prevent infection from traveling to other plants.

Critically, Great River Growers LLC's approach is proactive, not reactive. Waiting until infiltration is simply too late, and odds are harsher pesticides would have to be enacted to control the infiltration.

3.7 Potential Expansion

Great River Growers LLC's plan to produce higher quantities of organic, pharmaceutical-grade Medical Marijuana in the future is premised on the idea that smarter, not bigger, is better. The Expansion Plan herein is comprised of three parts: (1) internal expansion into reserved and currently occupied space within the facility; (2) expansion into an additional space; and (3) increased technologies. The end results are greater yields of equivalent-quality Medical Marijuana, a reduced carbon footprint, and almost no impact on the surrounding community.

Internal Expansion & Potential Future Capacity

A simple way to quickly expand with almost no impact on the surrounding community is by placing additional plants within the preexisting cultivation space and utilizing the reserved expansion area within the premises. The Great River Growers LLC interior building design, created in conjunction with industry experts and engineers, contemplates internal expansion into currently occupied and reserved space.

Because of the size and design of the building by our architects and cultivation experts, expansion for plants is predesigned into the building without having to expand to another facility. The initial design and construction is set to handle enough capacity to supply the entire initial anticipated market single-handedly, however increased capacity is attainable relatively quickly should demand exceed expectations.

The following cultivation areas will be affected by the internal expansion plan:

1. **Vegetative:** Currently the interior facility design contemplates space for 3,000 vegetative plants. The cultivation areas can easily be doubled to increase the vegetative plant capacity to 6,000 plants or more if necessary. Moreover, there is planned open space in the facility reserved specifically for future expansion which can house an additional 6,000 plants or more in the vegetative stage.

2. **Pre-Flowering**: Currently the interior facility design contemplates space for 2,000 plants in the pre-flower stage. At the onset of operations, only 1,000 plants shall use such allocated space, meaning there is room for 1,000 additional plants in case of immediate expansion. Again, there is planned open space reserved specifically for future expansion which can accommodate another 2,000 or more plants in the pre-flowering stage.

3. **Flowering:** Currently the interior facility design contemplates space for 2,000 plants in the flowering stage. At the onset of operations, only 1,000 or so plants shall use such allotted space, meaning there is additional room for 1,000 additional plants in case of immediate expansion. Again, there is planned open space reserved specifically for future expansion which can accommodate another 2,000 or more plants in the flowering stage.

The current facility design allows for more than double the initial 4,000-plant cultivation plan. With minor adjustments to the cultivation plan and use of the reserved future expansion space, plant capacity could increase *four-fold* or more with a correlating increased production output capacity in raw flower production. In other words, when the primary and expansion cultivation areas are all fully utilized, the production facility is capable of producing a conservative 800 pounds per month and 9,600 pounds per year (on average). We also expect the average yields and efficiency and yield from the facility to improve with time as we reap the benefits from our genetics and selective breeding program and our processes and procedures continue to develop. Great River Growers will determine the appropriate time to expand into the future expansion area of the facility based upon patient demand.

In sum, Great River Growers LLC is prepared to increase its plant-count and output capacity more than 200% within the same facility without major interior renovations, and more than 800% once the entire facility is utilized and upgraded to accommodate a larger scale production.

All existing areas such as cultivation, drying and curing, trimming, production and manufacturing, packaging and labeling, commercial kitchen, and storage are predesigned to accommodate the staggered-growth methods and maximize space for future interior expansion.

All plumbing, electrical, mechanical and air circulation preset, including HVAC, have been designed anticipating the expansion. Additionally, all existing production facility rooms have been designed to accommodate an expansion. Minor interior remodeling including installation of additional lights would be required, but can be accomplished quickly and with minimal to no impact outside the building. Accordingly, no major construction would be required, and no significant impact is anticipated.

After equipment is purchased and received, it is anticipated that the expansion will last approximately seven (7) days subject to any delays in applicable permitting and inspection processes. The production operations at the current facility would not be affected by expansion, meaning supply would not be interrupted.

Expansion into Additional Space

Great River Growers LLC has the opportunity to lease space in another building within the State. If acquired or leased, such additional space could be dedicated almost entirely to cultivation space, resulting in a massive scale-up in production and yields.

Such expansion would require minimal preparations and/or changes to the existing operation, and would result in minimal impact on the surrounding neighborhood. Nearly all required construction would occur exclusively in the interior of the additional facility, with the exception of erecting a fence and installing external lights in compliance with the Act and Regulations.

It is anticipated that expansion into an additional property will take approximately 30-45 days to complete subject to any delays in applicable permitting and inspection processes. The cultivation operations at the current production facility would not be affected by such an expansion.

Expansion through Increased Technologies

Undoubtedly, Great River Growers LLC's production facility design is state-of-the-art and will produce organic Medical Marijuana of the highest quality. Furthermore, the facility should produce more than enough medicine to meet the initial anticipated demand of the State's dispensary facilities. Eventually, however, it is expected that the patient population's demand will outstrip the supply of all licensed producers in the State.

At present, next-generation technologies exist which would enable Great River Growers LLC to produce higher yields in the same amount of space. Great River Growers LLC plans to phase in these more advanced, more expensive technologies in correlation with the growth of the patient population.

Simply put, the advanced technologies are too costly for a business model supported by an unknown and largely unpredictable patient population. Moreover, investing in traditional

cultivation equipment at this time allows Great River Growers LLC to produce a large amount of organic Medical Marijuana while investing the extra capital in advanced security equipment and protocols. This allocation of resources allows Great River Growers LLC to more quickly achieve its two equally important goals: (1) consistent, organic, pharmaceutical-grade Medical Marijuana, and (2) the highest level of security and safety.

Increased technologies that create greater yields will be phased in as demand begins to outstrip supply and as the company's balance sheet becomes stabilized. Each of these technological additions or replacements are internal to the facility, can be installed in less than 48 hours, will not interfere with operations, will not interrupt supply, and will have little to no impact on the surrounding community.

Additionally, several of these purchases will reduce the organization's carbon footprint. For example, the addition of LED lights will reduce the facility's energy consumption.

In addition to LED lights, the following equipment will be phased in, resulting in greater efficiencies and yields:

UV Light Pest Management

UV Black lights have been on the market for years, yet they attract unwanted pests. Currently there are tests in Holland pertaining to special UV lights designed for pest control in producing Medical Marijuana and vegetables. These custom lights scan plants daily and have the ability to curtail pest infiltration by destroying both larvae and adult insects.

Once this product reaches the US market, Great River Growers LLC will implement this technology as another energy-efficient method of preventing pest infiltration. This could be implemented by hand-scanning each plant as part of a daily procedure, or as more of an automated system that operates on a rail system installed on the facility ceiling.

Ionized Alkaline Antioxidant Water (IAAW)

This technology has been around since the mid 1960's with most research taking place in Japan but geared specifically to the home market. New and better systems are being designed for commercial use, but, like LED technology, are awaiting mass production. IAAW filtered water systems are unique in regulating acidic and alkaline levels in water. They were originally intended for human use and have been medically proven to improve physical health. A movement for using this technology has already gathered force within the agriculture world. Currently, large-scale experimentation is taking place in the agricultural industry, where purified water is being used to promote plant health and aide in natural pest elimination.

Water is filtered and run through electrified plates that ionize the minerals in the water, splitting

it into two streams, one positive (acidic) and one negative (alkaline). This allows for the creation of a natural pH balance in the water without the use of chemicals.

Many mineral deficiencies can occur in plants, which can reduce their potency or even kill them. Mineral chelates have been used to alleviate the mineral deficiencies of affected plants through liquid foliar applications and in reservoirs for years, but on an individual basis. These fertilizers are also used to prevent deficiencies from occurring and to improve the overall health of the plants. Likewise, many existing organic products use chelating in their processes, but, in combination with IAAW, would treat each plant differently, thus allowing the plants which need additional iron or magnesium to absorb these at higher rates than their counterparts do, with all plants using the same reservoir.

The process also has benefits between vegetative and flowering stages, allowing organic nutrients to use different combinations of minerals to induce flowering. Water at 8.5 pH can be a natural and effective way for pest management as a foliar spray; however, this method does not work efficiently when using traditional chemical additives to raise or lower the pH.

Great River Growers LLC intends to use this technology, which would include an additional water filtering system that is used for all plant cultivation as a pre-processor and prior to the filling of the reservoirs.

3.8 Product Quality & Assurance

Great River Growers LLC has reviewed all risk factors that could impact the quality, purity and potency of its Medical Marijuana and alternative products. We believe our proposal addresses every contingency, and have budgeted realistically to provide prevention and mitigation policies for every risk area. Our quality assurance programs are as follows:

Clean Room Environment. Cleanliness, orderliness and "clean room" techniques are required in all product areas such as the cultivation areas, production & manufacturing area, drying & curing area, trimming area, commercial kitchen area, and packaging & labeling area. Locker rooms for men and women are provided, and all persons working in the product areas are required to change out of street clothes and into pocketless clean-suits, gloves, booties and hair coverings before starting work or entering the product areas. In addition, our Alternative Products Technician requires all of our alternative product personnel to comply with 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, the State's Act, and the Regulations. All Great River Growers LLC personnel will receive specific training in our hygienic techniques. Great River Growers LLC recognizes that it is charged with providing safe and effective Medical Marijuana and Medical Marijuana alternative products to State patients who have serious debilitating conditions. We recognize, also, that our cultivation and production programs both use organic materials to produce a final product, and these organic materials are highly

susceptible to microbiological contamination, contamination by chemical compounds, and contamination by dirt, dust and other floating and environmental contaminants. These are serious issues that require strict adherence to our protocols, continuing training and certification of our personnel, and a diligent ongoing environmental and safety monitoring program. Great River Growers LLC's proposal contains all of these preventive and mitigating policies, and we would like to assure the State that cleanliness, orderliness and "clean room" techniques will be observed and enforced at every step in every process at our production facility.

Plant Safety. A thorough, professionally designed and installed security system monitors every activity at our production facility: entry and egress, environmental conditions, including temperature and humidity, and water leaks. The health and vitality of Great River Growers LLC's Medical Marijuana plants are at the center of our business model. No effort will be spared by our personnel to nurture and protect the plants. Indeed, our financial models, while including reasonable contingencies, are based upon productive yields from a 4,000 plant cultivation plan initially. We intend to optimize our yields, and to do that, we understand that each plant is important, and must be carefully tended and protected. Our diligence, combined with our horticultural expertise, proper equipment and methodologies, will ensure the safety and productivity of our plants.

Tested Formulas. We have gone to great lengths to develop a realistic, appealing and cost-effective offering of alternative Medical Marijuana products. All of our concentrate products, infused edibles, and other planned offerings are the result of formulations, techniques and recipes that we have either developed or gained from experienced experts and consultants. Our formulations are designed to offer State dispensary facilities and qualifying patients Medical Marijuana products that are the best and safest that can be obtained in the United States. This superiority is a combination of three factors: (1) our distinguished and proprietary recipes, (2) our "clean room" production standards, and (3) our state-of-the-art analytical laboratory. We fully intend to implement these standards from the onset of operations, and believe our products will quickly become among the most popular that are offered at the State's dispensary facilities.

Harvest Safety. All of the steps involved in harvesting our plants share the "clean room" standards of our production facility as a whole. The cultivation and harvest of pharmaceutical-grade Medical Marijuana is a challenging enterprise. Great River Growers LLC recognizes the challenges, and has developed this business plan to include all the tools – human resources, technology, testing and quality assurance protocols – that are necessary for us to succeed. We have allocated substantial funds in our budget, wherever they are required to attain our business goals and standards. While safety and quality are a day-to-day and active ongoing task for all of us at Great River Growers LLC, we believe we have set the proper tone and allocated the proper resources to be successful in this area.

3.9 Organic Cultivation

Methods Overview

Organic methodology in Medical Marijuana cultivation is the combination of a system of methods, principles, organic nutrients, pesticides and fungicides. There are five (5) key components:

- **Use of Organic Products:** This includes all areas of soil or plant mediums, fertilizers, pesticides and fungicides. Great River Growers LLC is using a coco peat medium to cultivate our plants; this is OMIR certified and 100% organic. Using this medium also greatly reduces microbes and contaminants found in soil, which can assist in pest infiltration.

- **Proactive Pest Control**. One of the most difficult areas is pest management and disease control. The main difference in organic methodology is that organic pesticides are not usually as strong as their synthetic inorganic counterparts. Therefore, multiple treatments are required and may take from one to fifteen days to exterminate unwanted pests and their eggs. Great River Growers LLC will take a proactive stance to prevent, observe, and intervene in pest infiltrations.

- **Clean Room Environment:** Keeping areas clean and sanitized prevents disease transmission to specific areas of the facility. Great River Growers LLC will use a quarantine area for plants that appear to be infected as a proactive measure to prevent the spread of pests or disease to other areas of the production facility.

- **Use of inorganic materials in alternative products:** Many alternative products require combining a concentrate to create infused butter and oils with additional materials. Great River Growers LLC will make every effort to reduce contamination of concentrates by using a separate water filtration system for ice machines used for cold-water processing of concentrates. Great River Growers LLC also will use organic products whenever possible for creating edibles or other alternative products.

- **Proper Storage of Products:** Great River Growers LLC will use child-resistant, light-resistant, and impermeable containers sealed with natural standardized nitrogen packaging for bulk storage. The storage area will be complete with oxygen and humidity indicators for bulk storage of raw flowers. Preservatives used in making or packaging of any alternative Medical Marijuana product will not be used in bulk storage of raw flowers. All storage will be in strict compliance with section 21a-408-53 of the Regulations.

Organic production, in strict compliance with sections 21a-92 and 21a-92a of the Connecticut General Statutes, is certainly a worthwhile practice as it provides patients with a safe, high-quality product by avoiding toxic chemicals. Additionally, organic cultivation is better for the plant and cultivators are less likely to experience problems associated with nonorganic

methodology, which include:

1. Organic fertilizers break down slowly in soil and soil-type mediums compared to nonorganic compounds. This ensures a steady supply of nutrients to plants. An abundance of soil microorganisms is good for the soil and the plants.

2. Chemical fertilizers come in a highly soluble form and generally in much higher concentrations than organic fertilizers. Upon applying them to the soil, they are quickly taken up by the roots. Because of the high level of concentration, the rapid action will cause the plant to take in toxic levels of nutrients if the fertilizer is over applied, leading to injury and even death if the levels are high enough. This is commonly referred to as "nutrient burn."

3. Chemical fertilizers leave salts behind in the soil. If the plant is not flushed periodically (once every one to two months), these salts will build up to levels that are dangerous to the plants.

4. Chemical fertilizers tend to have an adverse effect on soil microorganisms, including earthworms. Chemical nutrients are not easily composted.

Beyond the issues of soil chemistry and nutrient uptake, there is little question that using organic substances are better for the environment, even when growing indoors. Organic fertilizers – blood and bone meal, fish emulsion, worm castings and products derived from other plant material – are renewable. Petroleum, from which the vast majority of chemical fertilizers are synthesized, is not.

Other Organic Methods Used By Great River Growers LLC

In addition to adhering to the core principals of organic methodology which include the use of organic fertilizers, pesticides, and fungicides, proactive pest control, clean room environment, proper storage of Medical Marijuana and alternative Medical Marijuana products, and use of organic products in the creation of all our product offerings, other processes to be used by Great River Growers LLC will include:

Processes to Provide Natural Fungicides:

- **Remove diseased materials** – Great River Growers LLC will prune and/or pick any dead or fallen leaves and carefully snip off diseased areas of any affected plant. This plant material will be destroyed and disposed of in the manner set forth in the Act and Regulations, with waste material discarded into secured garbage and never in a compost

bin. If left remaining in the cultivation area, disease can spread and affect surrounding plants.

- **Proper sanitization of gardening tools and clothing** – After treating a diseased plant through pruning, all tools will be washed with disinfectant and/or organic bleach for sterilization. Great River Growers LLC will have locker rooms with special overalls and lab coats that will be removed after wearing and cleaned directly at the production facility. Employees will also be required to wear gloves, masks and goggles when working with plants. *(Special note, this is also covered in Great River Growers LLC's Product Safety and Quality Control section in greater detail.)*

Organic Compost Biological Teas for Plant Protection

Great River Growers LLC will brew compost teas (also known as "humteas") for each stage of plant growth. This is a liquid compost tea comprised of organic matter that has been decomposed and recycled as a fertilizer and soil amendment. The tea itself is beneficial as a soil conditioner and fertilizer, adds vital humus or humic acids, and acts as a natural pesticide and immunizes plants against diseases.

Compost teas will be used throughout the growth processes as foliar spray and amendments to reservoir systems. In seed germination and cloning stages, the liquid is applied as a spray to seedlings, or as a soil-drench (root dip), and even as a surface spray to reduce incidence of harmful phytopathogenic fungi.

OMIR certified kits are easily purchased to brew the tea at the facility, which adds cost savings and allows Great River Growers LLC staff to measure and control the process. Depending on the cycle of plants, different teas will exist for each stage. Ingredients include, but are not limited to, natural compost, guanos from both seabirds and bats and organic molasses and seaweed that will feed microorganisms. Aerators are used to oxygenate the water for a few hours, which helps remove chlorine and other potential pollutants.

Liquid Composting Solutions & H_2O_2

Organic products such as Botanicare's AquaShield provide additional natural and organic supplements to water. AquaShield is derived from natural composted poultry litter and is used to promote root growth through all stages, but is critical in early growth for clones to root properly. Rather than using growth hormones, this natural compound, which is high in nitrogen, is used in water for clones and plants going through the transplant process.

H_2O_2 (22% solution) when mixed with water assists plants that are having root problems and acts as a barrier to fight disease on roots that prohibits growth.

Organic Kelp

Kelp plant food is an organic fertilizer made of condensed seaweed. The plant food contains essential oils, vitamins, minerals, enzymes and amino acids for plant growth and soil nutrition. Kelp fertilizer increases plant cell growth to improve foliage growth in plants. Gardeners use kelp fertilizer to promote greener leaves and more lush plant growth.
As an organic fertilizer, kelp plant food adds nutrients directly to the soil for long-term plant nutrition. This also leads to building sustainable soil and soil mediums while fertilizing the plant. This is used in early stages of growth both adding to reservoirs and as a foliar spray on clones and seedlings.

Compounds Used

Part of the reason that organic cultivation of Medical Marijuana in not common in the United States is the lack of education on the cultivators' part and the increased pricing of these compounds. Organic products are on average 20-40% higher in cost when compared with their synthetic counterparts, a factor that many times results in cultivators using the most inexpensive product in order to keep costs at a minimum.

Great River Growers LLC has researched these methods with various agencies and professional organic cultivation facilities and has compiled a list of products that will be used for cultivation. Although some products contain organic substances and are labeled "organic," they may contain other natural chemical compounds for use as preservatives. These are common in the food and cosmetic industry. These organic additives include: Ammonium Molybdate, Ammonium Nitrate, Calcium Chloride, Calcium Nitrate, Citric Acid, Cobalt Sulfate, Cu EDTA, Dextrose, Fe DPTA, Fe EDDHA, Magnesium Sulfate, Methylparaben, Mn EDTA, Monopotassium Sulfate also known as Potassium Phosphate, Polyparaben, Potassium Carbonate, Potassium Nitrate, Potassium Sulfate also known as Sulfate of Potash, Potassium Sorbate, Solubor, and Zn EDTA.

Based on our careful research and verification with professional growers, Great River Growers LLC will use combinations of the following products to ensure organic cultivation methods.

Table: Organic Products List

Category	Company	Product Name	Uses
Cleaning Supplies	Dr. Bronner's	Dr. Bronner's Eucalyptus Soap	Organic Cleaners
Cleaning Supplies	Dr. Bronner's	Dr. Bronner's Peppermint Soap	Organic Cleaners

Cleaning Supplies	Organic Compounds	Cleaning Chemical Compound General	Organic Cleaners
Cleaning Supplies	Organic Compounds	Industrial Cleaner	Organic Cleaners
Cleaning Supplies	Organic Compounds	Janitorial Compound General	Organic Cleaners
Cleaning Supplies	Seventh Generation	Disinfecting Bathroom Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Disinfecting Multi-Surface Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Disinfecting Wipes	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear All Purpose Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear Glass & Surface Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear: Automatic Dishwasher Gel	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear: Automatic Dishwasher Powder	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear: Automatic Dishwasher Rinse Agent	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear: Chlorine Free Bleach	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear: Natural Dish Soap	Organic Cleaners
Cleaning Supplies	Seventh Generation	Hand Washing: Natural Dish Liquid	Organic Cleaners
Cleaning Supplies	Seventh Generation	Natural 4X Laundry Soap	Organic Cleaners
Cleaning Supplies	Seventh Generation	Shower Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Toilet Bowl Cleaner	Organic Cleaners

Cleaning Supplies	Seventh Generation	Tub & Tile Cleaner	Organic Cleaners
Cleaning Supplies	Various	Organic Vinegar	Organic Cleaners
Nutrients	Cutting Edge Solutions	Bloom	Organic Fertilizer
Nutrients	Cutting Edge Solutions	Grow	Organic Fertilizer
Nutrients	Cutting Edge Solutions	Map Amp	Organic Fertilizer
Nutrients	Cutting Edge Solutions	Micro	Organic Fertilizer
Nutrients	Cutting Edge Solutions	Plant Amp	Organic Fertilizer
Nutrients	Cutting Edge Solutions	Sugaree	Organic Flushing Agent
Nutrients	Cutting Edge Solutions	Uncle John's Blend	Organic Fertilizer
Nutrients	Dominion Organics	Benefox	Organic Fertilizer
Nutrients	Dominion Organics	Brix Blaster	Organic Fertilizer
Nutrients	Dominion Organics	Super B	Organic Fertilizer
Nutrients	Dominion Organics	Superganic	Organic Fertilizer
Nutrients	Guano Company	Budswell	Organic Supplements (used in flowering)
Nutrients	Guano Company	Super Tea	Organic Supplements
Nutrients	Sanctuary Botanics	Bio Brew	Organic Fertilizer
Nutrients	Sanctuary Botanics	Bio Fert	Organic Fertilizer

Nutrients	Sanctuary Botanics	Bio Plex	Organic Fertilizer
Nutrients	Sanctuary Botanics	Krebalicious	Organic Fertilizer
Nutrients	Sanctuary Botanics	Sanctuary Beneficial Insectary Mix	Organic Fertilizer
Nutrients	Sanctuary Botanics	Sanctuary Growers Mix	Organic Fertilizer
Nutrients	Sanctuary Botanics	Sanctuary Ultra Garden Mix	Organic Fertilizer
Nutrients	Sanctuary Botanics	Sanctuary Ultra Premium Worm Castings	Organic Fertilizer
Nutrients	Various	Blood Meal	Organic Supplements
Nutrients	Various	Bone Meal	Organic Supplements
Nutrients	Various	Fish Emulsion	Organic Supplements
Nutrients	Various	Kelp Meal	Organic Supplements
Nutrients	Various	Liquid & Solid worm castings	Organic Supplements
Other	EarthJuice	Natural pH Down	Used to regulate pH levels in water
Other	EarthJuice	Natural pH Up	Used to regulate pH levels in water
Other	Various	Apple Cider Vinegar	Used to keep pH levels down in water, and as a cleaning agent
Pesticides/Fungicides	AG Organics	Garden Spray Spinosad	Pesticide for Thrips and Spider Mites
Pesticides/Fungicides	AG Organics	Neem Concentrate	Insecticide, Fungicide, Miticide

Pesticides/Fungicides	AG Organics	Orange Guard RTU 32 Oz	A steam-distilled byproduct of citrus peels uses a wax coating to suffocate insects.
Pesticides/Fungicides	Dr. Earth	Vegetable Garden Insect Killer	Controls aphids, whiteflies, mites, caterpillars, earwigs, sow bugs, beetles, scale, spiders, ants, leafhoppers, and more.
Pesticides/Fungicides	Monterey	Biomite	Spider Mites
Pesticides/Fungicides	Monterey	Neem Oil	Insecticide, Fungicide, Miticide
Pesticides/Fungicides	Monterey	Spinosad Garden Insect Spray	OMRI-listed for use in organic production. Controls leaf miners, bagworms, thrips, whiteflies, fruit flies, and more.
Pesticides/Fungicides	Mycotech	Cinnamite	Cinnamite is labeled for use against mites and aphids, as well as powdery mildew.
Pesticides/Fungicides	Natural Forces	Bugitol	Insecticide, Miticide, Molluscicide, and Fungicide
Pesticides/Fungicides	Natural Forces	Pest Out	Pest Out is a natural organic miticide and insecticide that provides good control of pests, such as mites, thrips, and aphids.
Pesticides/Fungicides	Natural Forces	SucraShield	Organic insecticide for foliar sprays
Pesticides/Fungicides	Safer	Safer 3 in 1	OMRI listed and compliant for use in organic gardening, this multi-insect control formula kills aphids, beetles, caterpillars, mealy bugs, thrips, whiteflies, mites, insects, fungus lace bugs, and leafhoppers.

Pesticides/Fungicides	Safer	Safer Killing Soap and Fungicide	Controls and prevents powdery mildew, black spot, leaf spot, and rust while killing a wide variety of plant insects.
Pesticides/Fungicides	Safer	Safer Soap	An insecticide soap used inside or outside. Kills aphids, mealy bugs, whiteflies, and mites.
Pesticides/Fungicides	Safer	Safer White Fly Traps	Controls aphids, thrips, whiteflies, leaf miners, gnats, and fruit flies.
Pesticides/Fungicides	Valtec Industries	2.5% Prometon Herbicide Super Concentrate	Not for cultivation but to control growth of weeds around building
Pesticides/Fungicides	Valtec Industries	Extinct Concentrated Permethrin Insecticide	Controls ants, aphids, beetles, black flies, caterpillars, chinch bugs, cicadas, gnats, mealy bugs, earwigs, spider mites.
Pesticides/Fungicides	Various Providers	Sticky Aphid Whitefly Trap	Nontoxic and will also catch gnats

Organic Certification

Although the USDA does not regulate Medical Marijuana, Great River Growers LLC has arranged with Clean Green, LLC (if permissible by the Department) to assure strict compliance with organic standards set forth within sections 21a-92 and 21a-92a of the Connecticut General Statutes, the Act, and the Regulations, and to enter the rigorous Medical Marijuana Standards & Inspection Program offered by Clean Green, a California company. Clean Green was founded by Mr. Chris Van Hook, a practicing California attorney that has been accredited by the USDA National Organic Program to certify organic farms and processors since 2002, the year the program launched.

The Clean Green Certification program is a Medical Marijuana organic certification program modeled after the USDA National Organic Program, ensuring environmentally clean and sustainable methods of cultivation. In conjunction with law enforcement, Clean Green provides organic certifications to California Medical Cannabis cultivations applying the same methodology and requirements of the USDA protocol.

Clean Green inspects all inputs, from seed or clone selection, soil, nutrients, pesticides, mold

treatments, dust control, and source of electricity, to methods of harvesting and processing. This program reduces the environmental impact of Medical Marijuana crops, ensures regulatory compliance, and regulates which chemicals go into ingested medicine. Upon completion of an inspection of the certified operation, the facility is licensed to use the **Clean Green Certified** label on their products. Once certified, there is an annual review process and an on-site inspection once a year to retain the certification.

The Clean Green Certification encompasses:

- Quality control in all areas of cultivation, drying and curing, trimming, packaging and labeling, production and manufacturing, and kitchen.
- Website access to confirm certification compliance for the general public.
- Clean burning procedures for the environment
- Impartial third-party inspection based on the strictest USDA organic standards.
- Legal knowledge, preparation and compliance of these standards.
- Review of laboratory testing procedures to ensure products are fully tested in compliance with law.
- Specialized grow operations and techniques for cultivators to follow organic cultivation procedures.
- New growing technologies as they develop, including changes to federal law for banned substances, new products that pass certification for organic cultivation, and new products used in the treatment of pest management and disease that would qualify for organic production under State law.
- Carbon footprint reduction in all areas of cultivation, drying and curing, trimming, packaging and labeling, production and manufacturing, and kitchen.

The Clean Green Certified program is comprised of four parts: (1) legal compliance, (2) standard agricultural crop inspection, (3) review of growing methods, and (4) ongoing annual certification. Taken together, the program helps to ensure a cultivator's legal compliance as well as distinguishing the product from others available to qualified patients.

The program covers four main areas:

- **The Legal Compliance Review**: This portion of the program allows cultivators to discuss in confidentiality their compliance issues or concerns with a Medical Marijuana compliance lawyer on-site at their production facilities. Topics covered also include, but are not limited to, location of plants, public viewing of plants, the security of the growing

location, and addressing any perceived nuisances as a cultivator. An on-site review of the facility procedures is conducted during the review.

- **Standard Agricultural Crop Inspection**: This portion of the program includes a close examination of the growing plants themselves. Here the plants are examined for excess molds, mildews, pest problems, or other agricultural problems. The plants are inspected for cleanliness and that they are free from excess dust, dirt, or manures used. This portion of the program looks at the overall health of the plants, the growing area, and the cleanliness of the plants. The processing room or area is observed and discussions occur regarding the need for a clean processing facility for the Medical Marijuana—as contamination of a crop is often most likely to occur in the processing areas—and also regarding the manner in which to process the Medical Marijuana so it will not degrade quickly, and that it is stored in a safe, secure and healthy manner.

- **Review of Growing Methods**: Becoming certified requires an application detailing how the Medical Marijuana is to be grown. Applicants must answer questions regarding the source of water, source of electricity, how the cultivator combats pests and diseases, etc. Once the application is submitted, an on-site crop inspection is scheduled. During the inspection, the methods the producer stated in the application are confirmed. A thorough review of all of the inputs the cultivator is using takes place (fertilizers, pest control sprays, potting soils, etc.). Clean Green uses the same input review standards as the USDA Organic Program in determining what can and cannot be used as growing mediums, nutrients and for pesticide management.

- **Ongoing Annual Certification**: The certification program requires an annual on-site inspection of each location for the continuance of certification. Since Clean Green employs experienced USDA Organic inspectors and certifiers, any changes to law, procedures or treatments in nutrients or pest management are disseminated to the facility to keep the certification current.

In addition to undergoing certification and annual inspection processes administered by Clean Green, Clean Green will play an active role during construction and initial start-up early in the process to review all plans, nutrients and pesticides to assess any potential issues prior to construction.

Experienced and well trained production facility employees

Our Senior Horticulturalist has more than a decade of organic Cannabis cultivation experience in the State or the other Medical Marijuana states. The Senior Horticulturalist is the ideal professional to ensure the cleanroom cultivation process is implemented according to protocol,

and free of any pests, molds, or non-organic products. The position necessitates an innate understanding of what a plant requires – whether it be nutrients, less/more light, or even sound and human connection – based on a plant's then-current expression, posture, color, and scent.

The Senior Horticulturist will ensure that all production facility employees under his management will be properly trained and knowledgeable in Great River Growers LLC's policies and procedures, advanced organic cultivation methods, and the Medical Marijuana production parameters set forth by sections 21a-92 and 21a-92a of the Connecticut General Statutes, the Act, and the Regulations.

3.10 Environmental Standards

Great River Growers LLC considers environmental responsibility to be a top priority. We understand the need to minimize our use of environmental resources in the cultivation of Medical Marijuana. Growing Medical Marijuana should not be a drain on our natural resources, although the fact is that any agriculture product grown outdoors, indoors or in a greenhouse environment does affect the environment in some way, shape or form.

Great River Growers LLC's plan reduces resource waste in several ways:

- Disposable products are strongly discouraged, and rarely used in the cultivation program. Instead, all lab coats, uniforms, coveralls, booties and hairnets are renewable and laundered within the facility.
- Great River Growers LLC will implement an extensive recycling program of all containers, boxes, and any recyclable products or materials used at the facility.
- We use only organic fertilizers, pesticides and herbicides that will not leave excessive salts in wastewater that would pollute State water and could adversely affect soil in water reclamation systems. By using organic materials from renewable and sustainable sources, these products do not rely on petroleum products for their manufacture, further reducing Great River Growers LLC's carbon footprint.
- All cleaners from laundry soap, hand soap, disinfectants, chlorine-free bleach, toilet cleaners will be 100% organic, made from renewable sources, and, like our organic fertilizers, will not aggravate or cause harm to any wastewater.
- Our selection of Can Filter™ brand carbon filters and HEPA™ filters, both organic, will allow us to use less than 60% traditional materials over their nonorganic counterparts, while filtering (scrubbing) all exhaust air prior to expulsion in the outdoor exhausts to provide odorless and contaminant free air.
- Preliminary research has shown that Great River Growers LLC may be

able to harvest rainwater, with the possibility of providing up to 100% of our agricultural needs. Great River Growers LLC also has plans for water reclamation in Year 2, which includes sanitation of wastewater to use internally for restrooms, with any excess donated to town parks for gardening purposes.

- Finally, Great River Growers LLC is working with solar and wind technology companies so that in Year 2, implementation of wind and solar could replace up to 62 percent of electrical needs used.

Incorporating Sustainable Design Principles

After extensive research and consultation with green minded builders and architects, Great River Growers LLC has determined the following green principles can be applied to the initial construction and renovation of the facility:

- Utilize the existing infrastructure where possible to avoid the need for new materials and generation of waste from existing infrastructure.
- Use eco-friendly insulation.
- Retain WorldWide WindBlades, LLC, Solar City or a similar company, to incorporate extensive use of alternative wind and solar energy. Preliminary research indicates that BOTH wind and solar alternative energy sources are available for the cultivation site, though such sources may not be implemented upon commencement of operations. All attempts will be utilized to offset as much energy consumption as possible to produce an energy efficient operation.
- Use only low to zero-VOC adhesives, finishes, and paints for designing, constructing, or renovating the interior of the facility.
- Create a recycling policy and use recycled content, sustainable and/or salvaged materials for interior décor. This includes using previously owned office equipment and any materials that meet the production standards for equipment, such as tables and shelving.
- Implement floor plans that include one or more of the following: FSC-certified, salvaged material, renewable material, recycled content, and/or concrete.
- Implement a firm recycling program to divert waste from the landfill through recycling or donation where possible.

Maximizing Energy Efficiency and Using Renewable Energy

Production facilities can be resource and energy intense operations. Great River Growers LLC will make every effort to estimate the amount of energy needed to operate before construction and select a combination of energy efficient and renewable energy technologies, services, and practices to reduce energy consumption. To that effort, the company has already, or plans to:

- Explore the use of solar and wind power technologies as a viable energy source for some or all of the energy needs of the production facility. With current technologies for wind and solar, it is not possible to provide 100% of energy requirements, however alternatives can provide as much as 60% in green energy. As mentioned previously, preliminary research indicates that both wind and solar alternative energy sources are available at the site. All attempts will be incorporated to offset as much energy consumption as possible.
- Establish a green energy contract through the local energy services provider to support renewable energy into the power grid from which we will draw electricity, since 100% renewables are not feasible with the combination of technology and weather conditions. Once total energy use is determined for the facility, we will purchase Renewable Energy Credits (RECs) through the EPA's Green Power Partnership to offset any carbon emissions not offset through on-site renewables and our green energy contract.
- Purchase and Install Energy Star rated appliances and include these in all technical aspects of the facility.
- Install windows that are double-pane, low-E, and energy efficient.
- Install High Efficiency Heating & Air Conditioning (HVAC) Unit with a SEER (Seasonal Energy- Efficiency Rating) greater than 13.
- Install and use programmable thermostats in all areas of the production facility, including those areas where Medical Marijuana will be grown.
- Insulate all water heaters, storage tanks, and hot water.
- Use ceiling fans to promote air circulation, in all areas including the cultivation room.
- Install either a solar water heater or a high efficiency water heater and appropriately insulate it.
- Use weather stripping to seal air gaps around all windows and doors to reduce risk of loss of heating and cooling and unnecessary contribution to greenhouse gas emissions.
- Have warranties in place and a preventative maintenance schedule for all appliances & HVAC systems using a CMMS (Computerized Maintenance Management System) which is online and informs production facility management of daily, weekly, quarterly and yearly

inspections. This includes notification and routine scheduling of cleaning and repairing air filters, ducts, air intake and outtake fans, carbon filters and refrigerator coils.

- Use lighting that includes the following: fluorescent T8 or T5 (no T12), compact fluorescent, LED, or energy saving halogen lamps.
- Use "EXIT" signs with LED or electroluminescent alternatives.
- Use lighting controls such as dual technology occupancy (motion) sensors, photocells, or time clocks.
- Use "task lighting" to directly illuminate desktops and other spaces without having to use overhead lights.
- Install skylights or solar tubes in non-cultivation areas (installing in cultivation areas is not practical due to required hours of darkness required for plants to flower).
- Reduce standby power usage by powering down electronics when not in use, setting computers to standby and utilizing smart strips or other technologies to reduce total standby (vampire) power.
- Use energy efficient lighting with hoods for outdoor security purposes, which also reduces unwanted light pollution to neighbors.

Great River Growers LLC environmental standards for its production facility have been advanced with the clear understanding of our responsibility to our community and its environmental health. We believe that our budget, income and cash flow projections reflect Great River Growers LLC's robust ability meet all of its environmental responsibilities, and we welcome the opportunity to execute our environmental plan to its fullest.

3.11 Transportation

Our transportation services of pharmaceutical-grade Medical Marijuana and alternative Medical Marijuana products will provide a safe and secure means of delivery to our registered dispensary facility clientele. Production facility staff will prepare a shipping manifest prior to each delivery and will transmit the same to the dispensary facility that will receive the products and to the Department at least 24 hours prior to the transportation. Great River Growers LLC will maintain all shipping manifests and make them available in accordance with section 21a-408-70 of the Regulations.

Transportation protocol will be in strict compliance with section 21a-408-60 of the Regulations. All Medical Marijuana products will only be transported in a locked, safe and secure storage compartment that is part of the delivery vehicle transporting the products. Such storage compartment will not be visible from outside the delivery vehicle. The driver of the delivery vehicle will not be permitted to make any stops before reaching the dispensary facility that will

receive the products. To further ensure safety and security, all delivery times and routes will be randomized and all deliveries will be conducted by at least two production facility employees so that one team member will always remain with the delivery vehicle at all times that the vehicle contains Medical Marijuana.

For more information on transportation, see Medical Marijuana Transportation in Appendix N.

4.0 PRODUCTS

4.1 Products Philosophy

We offer an unwavering commitment to the quality and safety of our Medical Marijuana and alternative Medical Marijuana products. We take pride in the appeal of our preparations provided to the State's dispensary facilities and qualifying patients, and our ability to provide these products at a fair and affordable price. Each of our decisions and expenditures will be consistent with this philosophy. We have set forth, below, some of the factors that we believe are essential to our production program.

4.2 Quality Genetics (Strains) Proven Effective for the List of Qualifying Conditions

There are many factors to consider when creating and designing a production facility, however one important factor that commonly gets overlooked is which varieties to cultivate. Due to a lack of federal regulations, genetics selections are left entirely to the private sector. Cloning farms are available that sell "name brands" but it remains difficult to know for certain if a strain actually contains its advertised genetics.

Another common problem is the process of cloning, which takes a cutting from a "mother plant". The mother is considered the *First Generation* and her cuttings are considered *Second Generation***.** Normal mothers have a shelf life around 2 ½ to 3 years, when the mother is normally retired, which means the plant is induced to the flowering stage.

However, in the United States, the process of cloning from previous clones is widely practiced. This means an original mother plant could end up having a clone, which is then cloned, and so forth, which can lead to degradation in the plant health and potency of the later generations.

Professional cultivators are also concerned with amateur breeding. This is when male and female plants are crossed with one another to create hybrid strains. This is typically accomplished by black market growers in an attempt to develop new strains or to increase sales of existing strains. The technique is practiced often without scientific processes or in controlled environments, which explains the general discrepancies in genetic information across Medical Marijuana states.

All of this results in decreased patient confidence in the reliability and consistency of Medical Marijuana purchases. Great River Growers LLC will mitigate these pitfalls by offering only the

most effective, previously-validated genetics that have proven most beneficial in the therapeutic treatment of the qualifying conditions listed in the Act and Regulations.

Our strain selections are the result of a careful analysis accounting for several factors. First, Great River Growers LLC conducted an analysis of its proposed operation to calculate how many strains could be offered in significant quantities in a staggered growth model. The results dictate that Great River Growers LLC will likely cultivate eight strains at any one time. The number is sufficient to provide ample variety in Medical Cannabis genetics to alleviate a wide range of ailments.

Great River Growers LLC has conducted an intensive analysis of data culled by certain consultants hired by the company. These consultants regularly compile data from ongoing, formal and informal Medical Cannabis patient trials, sales from registered producers and providers in Medical Marijuana states, Medical Cannabis laboratory test results, licensed cultivators, and data provided by the largest Medical Cannabis seed supplier in North America. As a result, Great River Growers LLC has been able to identify and select the strains deemed most beneficial for the list of qualifying conditions under the Act and Regulations. Additionally, Great River Growers LLC was careful to include several strains that exhibit an eclectic Cannabinoid profile, specifically in regards to CBD and THC ratio which determines the medicinal effects of ingestion.

Cannabinoids are one class of chemical compounds that produce physiological and behavioral effects. The principle active cannabinoids include:

1. Tetrahydrocannabinol acid (THCA) - The most prevalent cannabinoid produced in Marijuana plants. It is has numerous medicinal qualities, including anti-inflammatory, anti-spasmodic, and anti-cancer properties. However, most heating methods commonly used for ingesting Marijuana destroy the THCA (and most other acid forms of the cannabinoids).

2. Tetrahydrocannabinol (THC) **-** The primary psychoactive component that eases pain and is neuro-protective. It forms when THCA is heated through combustion or vaporization, or by heating raw Cannabis flowers for infusion into alternative products.

3. Cannabidiol (CBD) **-** Effective in relieving anxiety, inflammation, and nausea, but is not particularly psychoactive. Studies have shown that higher CBD-to-THC ratios result in less intense undesirable psychoactive effects. Currently there are five known high-CBD strains certified by both Sensi® Seeds and Project CBD

Association and are considered low to non-euphoric.

4. Cannabinol (CBN) - The primary byproduct of THC. High levels indicate that the Marijuana is old and has not been properly stored.

Great River Growers LLC will phase in certain strains depending on feedback from dispensary facilities as the program matures. The first twelve strains to be introduced at Great River Growers LLC will be as follows:

For more information on our product line, see Medical Marijuana Products Appendix I.

4.3 Product Quality

Strict Quality Control Guidelines

Great River Growers LLC has adopted strict quality control guidelines in all areas of cultivation, trimming, concentrate production, product manufacturing and packaging to ensure superior quality products. This includes:

- **Cultivation Methods:** Use of organic fertilizers, pesticides and herbicides during all stages of cultivation using rigorous "Clean Room" standards. This includes daily sanitization and cleaning procedures with organic products.

- **Harvest Methods:** Precise procedures for hourly inspections to verify that trichomes (i.e. the Cannabis oil glands that contain the active cannabinoids) are "perfect" prior to cutting of any plant during the last two days of flowering. During harvest and manicuring, Great River Growers LLC uses "Clean Room" standards with climate controlled environments for mold prevention, together with procedures that reduce human skin contact with any flower to ensure potency and prevent damage.

- **Concentrate Production:** "Clean Room" standards in a climate-controlled environment are specified for all production facility employees, to ensure quality control in the processing and packaging of our concentrated Medical Marijuana products.

- **Manufacturing:** Clean room standards are maintained for all processing of harvested flowers, trimming, concentrate processing and for the preparation of our alternative Medical Marijuana products in our compliant commercial kitchen.

- **Packaging Methods:** All products are stored in special child-resistant,

light-resistant and air-tight packaging to ensure product quality and freshness prior to packaging for dispensary facilities, which keeps the product fresh and eliminates mold infestation.

Product Testing

Great River Growers LLC will work closely with registered independent laboratories testing our products to ensure the absence of contaminants, demonstrate potency and standardize dosing habits. This enables us to demonstrate the efficacy and quality of our products and allows patients at the dispensary facilities to measure the relative characteristics and attributes of the selection they have to choose from. Furthermore, providing the independently derived test results educates the consumer base, raises the bar for performance and enables patients to develop the sensitivities around dosing and consistency to to appropriately address their symptoms. All flowers, concentrates and alternative Medical Marijuana products, which include baked goods, capsules, lotions, and topical creams, are quality-tested to ensure the absence of pesticides, herbicides and foreign matter, and for cannabinoid profiling. In most production facilities, products are only tested at the raw flower stage. However, Great River Growers LLC will test concentrates and alternative Medical Marijuana products after they are formulated, providing an additional test to verify the absence of toxins and contaminants, and as an additional verification of the cannabinoid profile.

Dosages and Control

In many jurisdictions, edible Medical Marijuana products are inconsistent or inaccurate where potency labeling is concerned. Often times, patients simply prepare infused products (aka edibles) themselves. Great River Growers LLC's investment in teaming with a professionally administered, state-of-the-art laboratory will allow us to achieve unprecedented dosage accuracy, standardization and purity in our products - our compliant labeling will reflect these high standards.

Under the management of our Senior Chemist, all flower, concentrates and alternative Medical Marijuana products will be dosed accurately and consistently. The Senior Chemist will also premeasure our extracts for use by the Alternative Products Technician, in precise milligrams of cannabinoids, so that all alternative Medical Marijuana products have accurate and consistent dosages.

Zero Tolerance on Product Performance Issues

Any product thought to have a potential problem is removed from inventory until it is reviewed at multiple levels and passes further inspection. This includes any live plant that may not be performing due to poor genetics, pests or disease, and bulk storage of products, concentrate or

any prepackaged alternative Medical Marijuana product. Any package that appears damaged or tampered with will be automatically rejected.
For more information on product safety, see Product and Site Safety Plan in Appendix M.

Product Brands

All Medical Marijuana products produced by Great River Growers LLC will be assigned a brand name in strict adherence to the requirements set forth in section 21a-408-59 of the Regulations. Specifically, the company will register each brand with the Department prior to any sale to a dispensary facility and will associate each brand name with a specific laboratory test that includes a terpenes profile and a list of all active ingredients. No two Medical Marijuana products will share a common brand name unless the laboratory results for each product indicate that they contain the same level of each active ingredient within a range of 97% to 103%.

Table: General Product Line

PRODUCT LINE	COMMENTS
Flowers	Raw material (i.e. dried Marijuana "buds") that can be rolled into papers, smoked in a standard pipe or a water pipe, or even vaporized with vaporizer products (believed to be the safest and healthiest means of inhalation).
Extracts	Extracts are manufactured by separating the trichomes (glands of the plant that contain high concentrations of cannabinoids) from the Marijuana flowers to create a concentrated dose of Medical Cannabis.
Preparations	Pre-rolls, sprays, oils, tinctures, topicals, and capsules.
Baked Goods & Edibles	Edibles are baked goods cooked with butter or oil that have been infused with Medical Marijuana (e.g., cookies, brownies, popcorn/kettle corn). Edible Marijuana usually takes longer to take effect (20 minutes to over an hour), and the effects generally last longer than smoking or vaporizing.

For more information on our anticipated product line, see Medical Marijuana Products in Appendix I.

Eco-Friendly Cultivation

Every operational aspect of Great River Growers LLC's production facility has been reviewed and assessed for impact on our natural environment. We are fortunate today to have a burgeoning "green products" industry in this country, and Great River Growers LLC's plan and budget incorporate as many "green" solutions as possible. In particular, we have availed ourselves of expertise and advice from EnviRelations of Washington, DC in formulating our environmental plan. Key elements of our plan include:

- Adopting a "Sustainable Action Plan"
- Incorporating sustainable principles into our original production facility design and remodel
- Maximizing energy efficiency and use of renewable energy
- Promoting water efficiency, conservation and stormwater management
- Reducing and managing our waste stream
- Providing healthy indoor air quality
- Tracking our "carbon footprint" while identifying means to reduce it
- Promoting responsible transportation practices
- Prioritizing purchasing to favor sustainable and recyclable products

In an indoor horticultural setting, water for plants and electricity for lights are the two single biggest factors to consider when assessing a facility's ecological footprint. We plan to minimize our ecological footprint and our costs for these expensive and valuable utilities through careful management and monitoring of our climate-controlled cultivation area. We believe we have struck the proper balance with our Great River Growers LLC plans. Stringent environmental controls and considerations may be expensive, but it is an expense and effort that we openly embrace for the benefit of our community.

In summary, Great River Growers LLC has engaged some of the industry's foremost experts and vendors to certify that our plan meets the highest attainable environmental standards and to confirm that the organic products and processes we have adopted are appropriate for our production facility. This is an ongoing process necessitating constant adjustments and improvements, and we will continue to utilize the very best equipment and procedures to ensure we continue to meet our environmental obligations.

For more information on our efforts to reduce our ecological footprint, see Environmental Plan in Appendix T.

5.0 CULTIVATION EDUCATION AND TRAINING

5.1 Training

Great River Growers LLC will provide rigorous training and continuing education for production facility employees, as we feel strongly that all team members need to be educated in all aspects of State law, product safety, cultivation and knowledge of Medical Marijuana. Therefore, we offer the following training programs in-house administered by trained experts, which will allow the company to lead by example:

- **Medical Marijuana and the Law: 7 hours total training**
  Overview of the Medical Marijuana movement in the United States from Prop 215 in California to a detailed overview of the State Act and Regulations encompassing detailed information on patients, caregivers, dispensary facilities and production facilities.

- **Security Policy and Training: 2 hours**
  Overview of all security procedures in place at the facility, all diversion, theft and loss prevention systems, and conflict resolution training.

- **Basics of Marijuana: Approximately 12 hours**
  This course goes through the definition and history of Cannabis, hemp, Medical Marijuana, the basics of the cultivation facility systems and infrastructure, Cannabis genetics, and details on medical strains, particularly those produced at the facility.

- **Cultivation 101: 40 hours**
  Students learn with hands-on experience all equipment, irrigation methods, measuring tools, plant growth cycles, organic cultivation, pest management and disease control, environmental and genetic issues, quarantine procedures and product safety. Product safety is required for all employees.

- **Cultivation 102: 34 hours**
  This course is offered to advanced students in areas of specific cultivation techniques, such as seed germination, cloning, advanced disease and pest management, detailed organic methodology, harvesting methods and concentrate production.

For more information regarding our training and continuing education plan, see Training & Continuing Education Plan in Appendix I.

6.0 ALTERNATIVE MEDICAL MARIJUANA PRODUCTS

6.1 Overview

The core of a successful alternative Medical Marijuana product (baked goods, capsules, tinctures, lotions, topicals, etc.) is consistency. We're proud to have licensed, proven processes that will be implemented by our commercial Senior Horticulturalist. The protocols will result in alternative Medical Marijuana preparations that patients can rely on for a consistent therapeutic effect commensurate with each dose.

Consistency

It is essential that registered qualifying patients receive consistent dosages and predictable benefits from Medical Marijuana preparations. Each harvest will undergo rigorous and routine analytical evaluation in a State-compliant laboratory before reaching market. Standard analytical instrumentation, including both gas chromatography and high performance liquid chromatography, will provide a cannabinoid profile, including THCA, THC, CBDA, CBD and CBN contents. This helps ensures consistency in a measurable, easily understood format.

With each Great River Growers LLC product or preparation, the name and address of the company, strain and/or brand name registered with the Department pursuant to 21a-408-59 of the Regulations, batch or lot number (unique serial number), the quantity, harvest date, expiration date, date of testing and packaging, the results of any tests related to the concentration of active compounds, such as THCA, THC, CBDA, CBD, CBN and any other active ingredient, and the results of any tests related to the microbiological, mycotoxins, heavy metals and chemical residue analysis, will be included on labels and in supporting documentation.

A Level of Consistency Difficult to Emulate

Great River Growers LLC's commitment to testing and consistency does not end with our relationship with an independent, registered laboratory. Great River Growers LLC has reached a licensing agreement with qualified experts who have perfected the process of consistent concentrated dosages. These extracts, or "concentrates," can be infused into edible, topical, and other non-smokable alternative Medical Marijuana products. Accordingly, the alternative products manufactured and prepared in Great River Growers LLC's production facility will be identical to alternative Medical Marijuana products that remain in high demand by patients in other Medical Marijuana states. Such products are the result of more than a decade of testing, patient feedback, and a relentless pursuit of pharmaceutical-grade, consistent medicine.

The exact process is proprietary, but to give a brief overview, each run of alternative Medical Marijuana products undergoes a minimum of two laboratory tests for purity and consistency: testing upon the extraction, and testing upon the preparation of the final product. Within our process, a single dosage is standardized at sixty milligrams (60 mg) of the particular

cannabinoids that constitute the strain. This dosage has proven to be consistently beneficial in the symptomatic relief desired by a wide range of patients.

Absolute dosage control and consistency are *critical* in non-smokable alternative Medical Marijuana products. Not only will patients demand such qualities, Cannabis-infused edibles (i.e. baked goods and the like) can be highly potent. When Marijuana is metabolized, THC reduces to THC 11-hydroxy-THC in the liver. The resulting psychoactive effect can be extremely disorienting with a slow onset. The body may become psycho-toxic in this instance. The formulas and processes for Great River Growers LLC's alternative Medical Marijuana products are proven to effectively mitigate this risk, providing consistent information and dosages on which patients can depend.

Offering of Alternative Medical Marijuana Products

Great River Growers LLC's initial alternative product line is designed to meet the immediate needs of the State's dispensary facilities and patients for a simple, easy to understand and flavorful alternative to inhalation. Our initial products will include:

1. *Baked Products –.* Great River Growers LLC believes that two familiar baked products offer registered dispensary facilities and qualifying patients the most convenient, cost-effective and practical forms of alternative dosage, and Great River Growers LLC will produce these two Medical Marijuana-enhanced baked items in our own clean, modern, State-compliant and certified onsite commercial kitchen.

   Our mini chocolate chip cookie – soft, chewy, vanilla-flavored, and 1 inch in diameter – contains *one* average ingestible 60-mg dose of THC, and will be pre-packaged in tamper-evident one-packs.

   Our bite sized brownie – a traditional chocolate fudge (without nuts) – has a cake-like texture and a rich butter flavor. Each brownie will be 1 inch square and contain *one* average ingestible 60-mg dose of THC. Our brownies will be pre-packaged in tamper-evident one-packs.

   Great River Growers LLC's cookie and brownie recipes are based on our proprietary techniques and are made with the simplest, purest organically sourced ingredients available. Our baked products are infused with the precise amount of Medical Marijuana butter to achieve an optimal balance of taste and therapeutic effectiveness, in formulations that are designed to minimize the potential for upset of sensitive stomachs and deliver whole-body relief with a concentrated yet tasting edible. No preservatives are used, so Great River Growers LLC's production system is designed to operate on a "just in time" schedule, in which orders from our dispensary facility clients are carefully monitored and balanced with Great River Growers LLC's

own inventory and baking schedule, ensuring the freshest products with maximum shelf-life. Great River Growers LLC's baked products are always refrigerated to ensure stability and freshness, and may be frozen, if desired, without affecting quality or potency.

2. *Popcorn/Kettle Corn.* Great River Growers LLC's decision to offer popcorn and kettle corn is based on the simplicity and purity of the ingredients – popcorn, salt and Medical Marijuana butter; and in the case of kettle corn, popcorn, salt, sugar (or alternative natural sweetener), Medical Marijuana oil. Popcorn and kettle corn provide a very good medium for delivering a consistent dosage (with the Medical Marijuana extract dispersed evenly throughout the medium), reliable testing results because of the uniformity of the butter or oil, and a good shelf life. Perhaps just as important are the health benefits of eating popcorn as opposed to other treats typically enhanced with Medical Cannabis by other producers- popcorn is naturally low in fat and calories, contains fiber and energy-producing carbohydrates, and is a whole grain, making it a good-for-the-body food. Great River Growers LLC's initial product line of popcorn and kettle corn will be packaged in single dose quantities, with each package representing a standard dose of 60 mg THC. As with our cookies and brownies, a precise "just in time" production schedule will allow Great River Growers LLC to fulfill its dispensary facility orders with freshly made, Medical Marijuana-infused popcorn and kettle corn, ensuring the longest-possible shelf life and consistent potency.

3. *Supplemental Alternative Products.* We have carefully calibrated our program to provide the State's dispensary facilities and qualifying patients with the most comprehensive menu of services, products and expertise possible, within a realistic and cost-effective budget for facilities, equipment, and human resources. Our application is predicated on a professional, long-term partnership with the State's dispensary facilities, and our initial product line as described above is only a starting point.

   As our production facility program develops, and as Great River Growers LLC builds relationships with the State's dispensary facilities, we anticipate offering an expanded alternative Medical Marijuana product line, including products designed for particular applications. Great River Growers LLC is developing several unique products that will be offered in trials to dispensary facilities, and which can be put into production as warranted. A few examples of these products include non-intoxicating creams, ointments, and tinctures.

For more information on our anticipated product line for the first year of

operations, see Medical Marijuana Products in Appendix I.

7.0 MARKET ANALYSIS

7.1 Industry Analysis

History of the Medical Marijuana Industry

The legal Medical Marijuana industry began in California in 1996 when a referendum known as Proposition 215 was approved by 56% of California voters. Subsequently, the Compassionate Use Act of 1996 codified the rights of authorized patients to possess and cultivate the medicine under the California Health & Safety Code Sect. 11362.5.

Since 1996, additional states have followed California's lead, with Medical Marijuana use now legal in Alaska, Arizona, Colorado, Connecticut, Delaware, Hawaii, Illinois, Maine, Massachusetts, Michigan, Montana, Nevada, New Hampshire, New Jersey, New Mexico, Oregon, Rhode Island, Vermont, Washington and the District of Columbia (DC).

Medical Marijuana in Connecticut

Connecticut Governor Dan Malloy signed into law Public Act 12-55, "An Act Concerning the Palliative Use of Marijuana", on June 1, 2012. The law took effect on October 1, 2012, at which point Connecticut officially became the 17th state since 1996 to allow for the physician-authorized use of Cannabis as a therapeutic option for qualified patients. A 14-member legislative panel approved regulations for the sale of Medical Marijuana on August 27, 2013 and such regulations subsequently took effect on September 6, 2013.

The State Legislature first legalized the limited use of medical marijuana in May 2012, authorizing the State's Consumer Protection Bureau to generate more specific guidelines and mandating that Medical Marijuana grown and sold in the State be held to the same high standard as all other pharmaceuticals.

The table below provides a basic overview of the qualifying conditions, commonly experienced symptoms, the systems affected and likely medicine delivery preferences for patients.

Qualifying Condition	Example Symptoms	Primary Systems Affected (1)	Likely Delivery Preferences
Cancer	Pain, Nausea, Tumors, Depression	All	Inhaled, Ingested, Topical
Glaucoma	Inflammation, Pain	CNS	Inhaled, Ingested
HIV/AIDS	Wasting, Pain, Depression	I, L, MS, RE	Inhaled, Ingested, Topical
Parkinson's Disease	Pain, Muscle Spasticity	CNS	Inhaled, Ingested, Topical
Multiple Sclerosis	Pain, Muscle Spasticity	CNS	Inhaled, Ingested, Topical
Spinal Chord Nervous Tissue Damage	Pain, Muscle Spasticity	CNS	Inhaled, Ingested, Topical
Epilepsy	Pain, Muscle Spasticity	CNS	Inhaled, Ingested, Topical
Cachexia (3)	Wasting, Depression	MS, GI, CNS	Inhaled
Wasting Syndrome	Wasting, Depression	GI, I, CNS	Inhaled
Crohn's Disease	Pain, Muscle Spasticity, Inflammation	I, GI	Inhaled
Post Traumatic Stress Disorder	Sleeplessness, Anxiety, Depression	CNS	Inhaled, Ingested

Notes:

Primary Systems in the Body:	(1) System Abbreviation
Circulatory	C
Digestive	GI
Endocrine	E
Immune	I
Lymphatic	L
Muscular/Skeletal	MS
Nervous	CNS
Reproductive	R
Respiratory	RE
Urinary	U

(2) Intractable spasticity
(3) Generally associated with cancer, AIDS, chronic obstructive lung disease, multiple sclerosis, congestive heart failure, tuberculosis, familial amyloid polyneuropathy, mercury poisoning (acrodynia) and hormonal deficiency

Although there are currently fewer than 1500 patients registered state-wide, based on the qualifying conditions listed above, the nature of their chronic afflictions, available Connecticut demographic information and precedent market data from outside of Connecticut, we believe that the market could eventually develop to range anywhere in size from 60,000 to 250,000 patients[1]. As we have experienced in other markets, the market size in medically focused, highly regulated markets, depends heavily upon physician support, patient initiative, dispensary outreach and regulatory support and typically requires a substantially longer lead time to achieve market size projections.,

An Industry Marked by Controversy

Despite its legal status, Medical Marijuana is not without significant opposition. Perhaps the biggest obstacle to industry growth is the federal government, where the Department of Health and Human Services has continued to maintain that "Marijuana has no currently accepted medical use in treatment in the United States." This, along with the prior administration's generally conservative stance on drugs and social issues, helps explain why the Drug Enforcement Administration (DEA) conducted frequent raids on Medical Marijuana dispensary facilities through most of the 2000's —even in states where the operations are expressly legal.

There is still suspicion by a significant portion of the population that views Medical Marijuana as a thinly veiled excuse for people to acquire a recreational drug under the guise of medical need.

[1] In Colorado, California, Arizona and other markets – the registered patient penetration rates range from 1.0%-3.5%,depending upon the maturity and restrictiveness of the State/municipal laws.

Combined, these factors have dampened the normal process of growth and cohesion that typically occurs in emerging industries. Until the formation of the National Cannabis Industry Association in 2010, there were no trade associations for licensed Medical Marijuana dispensary facilities or production facilities.

This leaves the industry void of a force for self-regulation, promotion of best practices and unified voice for political action. The National Organization for the Reform of Marijuana Laws (NORML), the Marijuana Policy Project (MPP), and Americans for Safe Access (ASA) all address general issues related to Marijuana and Medical Marijuana use. However, no organization has focused specifically on the business of running a dispensary. The formation of the NCIA is a step in the right direction, but the organization is still new and lacks significant funding.

Policy Changes Continue to Support Medical Programs

Despite opposition and the challenges that the industry faces, Medical Marijuana use appears to be here to stay. Growth factors include support among the general population and gradual acceptance in the medical and law enforcement communities.

Support for Medical Marijuana has grown among the general population since the passage of the first ballot initiatives in 1996, with a January 2010 ABC News/Washington Post poll finding 81% of Americans support legalizing Marijuana for medical use.

The medical community has been slow to embrace Marijuana as a medicine, but it appears to be just a matter of time. There is a considerable body of evidence that Medical Marijuana is as good—if not better—for treating certain conditions than many chemically produced medications.

NORML statistics show that Marijuana is used to treat a range of conditions from chronic to acute and terminal.

- 40% chronic pain
- 22% AIDS-related
- 15% mood disorders
- 23% all other categories

Specific conditions for which Medical Marijuana is currently used as a treatment include (only some of which are considered qualifying conditions by the State of Connecticut):

- AIDS (HIV) & AIDS Wasting
- Alzheimer's Disease
- Appetite / Nausea
- Arthritis
- Asthma / Breathing Disorders
- Chemotherapy
- Crohn's / Gastrointestinal Disorders
- Epilepsy / Seizures
- Glaucoma
- Hepatitis C

- Migraines
- Multiple Sclerosis / Muscle Spasms
- Pain/Analgesia
- Psychological Conditions
- Tourette's Syndrome
- Terminally Ill

According to ASA, more than 6,500 reports and journal articles from around the world support the medical value of Marijuana. Hundreds of scholarly studies have demonstrated Medical Marijuana's ability to reduce pain, fight nausea, improve appetite and ease other symptoms—with virtually no harmful side effects. In contrast, many of the standard pharmaceuticals currently used to treat these conditions pose unpleasant or potentially harmful side effects.

After careful scrutiny and substantial consideration of the evidence over decades, dozens of public health organizations have endorsed Medical Marijuana use. The list is impressive. Supporters include the National Association of People Living With AIDS, AIDS Action Council, American Public Health Association, American Academy of Family Physicians, American Nurses Association, Federation of American Scientists, Kaiser Permanente, New England Journal of Medicine, National Association for Public Health Policy, California Medical Association, Whitman-Walker Clinic, Lymphoma Foundation of America, and many more.

The Industry's Economic Impact is Increasing

Another reason the Medical Marijuana industry shows continued promise is its current and future impact as a source of tax revenue. ASA estimates that, in California, there are now more than 200,000 physician-sanctioned Medical Marijuana users. NORML claims that more than 1,500 of the state's 62,000 physicians now write letters approving Medical Marijuana use for their patients.

A first ever market research report released by the business strategy firm See Change in March 2011, estimated that $1.7 billion of Medical Marijuana will be sold through dispensary facilities in 2011. This figure does not take into account Medical Marijuana that is being grown and exchanged between individual patients and caregivers, only retail and wholesale sales. The retail market rivals national sales of Viagra, which grosses $1.9 billion annually. This study also did not take into account the ancillary businesses that have sprung up around the legal Medical Marijuana industry, including cultivation suppliers, point of sale system providers, credit card processing companies, and consulting firms.

The resulting contribution to tax rolls is significant. According to NORML, California's Medical Marijuana patients alone are currently consuming somewhere between $870 million and $2 billion worth of medicinal product each year. That translates to somewhere between $70 million and $120 million in state sales tax revenues. At the local level, meanwhile, municipalities are enjoying the boost in tax revenues from Medical Marijuana.

Friendlier Federal Policies Will Further Industry Growth

DEA raids on Medical Marijuana dispensary facilities have mostly waned since President Barack Obama took office. Obama repeatedly stated during his campaign that he would take steps to end the practice, effectively eliminating the competing position between federal and state laws.

In October 2009, Attorney General Eric Holder reinforced that commitment as he directed federal prosecutors to stop pursuing cases against Medical Marijuana patients who were otherwise lawful under state law. Those guidelines were contained in a memo from Deputy Attorney General David Ogden that was sent to United States attorneys. In July 2011, Deputy US Attorney General James Cole issued a new Justice Department memo to United States attorneys stating that while state law is no defense for a violation of federal law, the administration's position on the use of scarce federal prosecutorial resources has not changed. In August 2013, Cole issued a subsequent memo offering guidance regarding Marijuana enforcement and identifying eight priorities for which Department of Justice attorneys and law enforcement should focus their resources and efforts. The memo goes on to state that "in jurisdictions that have enacted laws legalizing Marijuana in some form and that have also implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale, and possession of marijuana, conduct in compliance with those laws and regulations is less likely to threaten the federal priorities."

With a more relaxed legal climate in place, it is likely that the Medical Marijuana industry will experience a surge in growth. Some or all of the following trends are expected to occur:

- The climate of fear that the DEA raids has caused will abate, increasing patients' comfort level in participating in Medical Marijuana programs.
- More patients will feel comfortable seeking physicians' recommendations for Medical Marijuana use, and physicians will feel more comfortable giving them.
- New businesses will open as demand increases due to the more tolerant climate.
- Existing establishments will see an increase in business.
- Additional municipalities and state governments will address Medical Marijuana as federal tolerance improves and pressure increases to find new sources of tax revenues in a challenging economy.
- Some businesses will become industry leaders and seek industry dominance as they improve operating efficiency and open additional centers.

7.2 <u>Connecticut Market</u>

As noted earlier in the Industry Analysis, the Medical Marijuana industry is still in its infancy

and is relatively undeveloped compared to most industries. The market is characterized by local culture, with dispensary facilities taking form based on the social climate of the communities in which they are located.

Medical Marijuana Market Difficult to Assess

Quantifying the market (the number of patients and/or potential revenue) is difficult to quantify because:

- There is no source of comprehensive information about dispensary facility operations and data.
- The stigma associated with Medical Marijuana use, along with the threat of possible legal difficulties, has forced many patients to "fly under the radar." Therefore, user data that might be openly published and accessible in other types of markets is not available.
- Data gathering is further impacted by HIPAA laws that specify strict handling of patient information for privacy reasons.
- Connecticut's rules and regulations have yet to be fully implemented, making accurate predictions of patient numbers nearly impossible.

According to the Department, as of November 12, 2013, the number of patients certified by physicians for the use of Medical Marijuana for each county in the State are:

County	**No. of Patients**
Fairfield	326
Hartford	252
Litchfield	87
Middlesex	75
New Haven	400
New London	87
Tolland	32
Windham	50
Total	**1309**

Although the then current patient population is under 1400 people, we anticipate the patient market to grow significantly over time, particularly as the State's Medical Marijuana program continues to develop and as awareness of the medicinal benefits of Cannabis steadily increases.

The Market Poses Barriers to Patients

Even when a patient is open to using Marijuana medically, he or she faces additional obstacles compared to patients who use more traditional pharmaceuticals. For example, a patient must seek

a recommendation from his or her physician approving them for Medical Marijuana use.

Patients whose physician does not understand the benefits of Medical Marijuana must jump through additional hoops. In California and Colorado, this has typically this involved visiting a special Medical Marijuana certification clinic to obtain a physician's recommendation and, only then, after a special evaluation and visitation fee. Such Medical Marijuana evaluation centers are not anticipated in Connecticut under the current regulations.

7.3 Market Segmentation / Customer Profile

Looking at the patient population in Colorado, we can extrapolate the approximate makeup of Connecticut's patient base. While Colorado has a more expansive set of approved medical conditions (Connecticut does not include chronic pain as a qualifying condition), it is likely that Great River Growers LLC's patients will be similar in makeup to the customer statistics for qualified conditions available from Colorado's Medical Marijuana Registry.

The most common conditions in jurisdictions outside of Connecticut cited are severe pain (94%) and muscle spasms (21%). Other significant conditions include severe nausea (12%) and Cancer (2%). The reported patients are primarily male (69%), and the overall average age of all patients is 40 years old.

For more information on our marketing, see Marketing Plan in Appendix J.

8.0 STRATEGY AND IMPLEMENTATION SUMMARY

8.1 SWOT Analysis

The SWOT analysis provides us with an opportunity to examine the internal strengths and weaknesses Great River Growers LLC must address. It also allows us to examine the opportunities presented to Great River Growers LLC as well as potential threats that lie beyond the center's control.

Strengths

The following strengths are internal to Great River Growers LLC:

- Advised by a team of lawyers, doctors, policy experts, community organizers, and experienced operators, Great River Growers LLC is positioned to become a market leader in production. The advisory team includes some of the most knowledgeable and seasoned figures in the Medical Marijuana industry, each intensely dedicated to incorporating Medical Marijuana into the mainstream in a responsible fashion.
- Heavy reliance on financial and operations data and systems (e.g.,

QuickBooks, inventory control, POS system).

- Sophisticated merchandising approach: packaging, labeling, display and signage.
- Clean, professional environment with healing and patient support programs.
- Competitive salary for production facility employees that exceeds the area's living wage requirements.
- Strong support team, including cultivation consultants, compliance consultants, and security consultants.
- Strong board of directors who are focused on fulfilling the company's mission and meeting community needs.
- Modern, easily accessible production facility location that is relatively easy to secure.
- High-quality staff and staff training.

Weaknesses

The following weaknesses are internal to Great River Growers LLC:

- Lack of comprehensive market data.
- Unclear protocols for marketing to potential qualifying patients, dispensary facilities, and potential business alliances.
- Lack of clarity about Connecticut market in practice.
- The Department has the ability to shut down the company's operations with unknown precedents.

Opportunities

The following are opportunities Great River Growers LLC can leverage that lie outside of its organization or control:

- Support for Medical Marijuana in Connecticut is exceptionally high.
- General public acceptance of Marijuana use as a medicine is growing.
- New federal administration policies toward state-compliant operators are more tolerant.
- The facility can continue to build and strengthen alliances with medical providers, counselors and others in the wellness industry.

Threats

The following factors represent potential threats that lie outside Great River Growers LLC's organization and control.

- There are still significant preconceived negatives by society at large about Medical Marijuana use. Great River Growers LLC will monitor trends and work to effect change through high operational standards, good community relations and by playing an active role in changing public attitudes about Medical Marijuana.
- The dynamic tension between federal and state government regarding legalities of Medical Marijuana is not fully resolved. While raids are unlikely, particularly in view of the company's transparency and legal operation under State and local law, issues with the legality of Medical Marijuana could re-surface as an issue. Great River Growers LLC will remain compliant with the Act, the Regulations, and all applicable State and local ordinances.
- If approved by voters, any proposed initiative to legalize recreational-use Marijuana in the future could lead to a greater volume of legal product available for purchase. However, "street"-sourced Marijuana cannot match the quality and safety (free of contamination, reputable source of medicine, privacy of transaction) of that provided by Great River Growers LLC. That, along with the services and assortment of pharmaceutical-grade products the facility provides, would help to offset competition should the legalization of recreational-use Marijuana occur.

8.2 Marketing and Sales

Branding and Positioning

Many Medical Marijuana companies operate with the assumption that, since patients are pursuing Marijuana as a medicine, they must also resonate with most or all of the other aspects of the cannabis counterculture. This leads to many developing an image more closely associated with the stereotypical drug culture than with service-oriented professionals who regard themselves as part of a healing, healthy lifestyle.

Great River Growers LLC's approach is clearly the latter. Our focus is healing, health and a balanced lifestyle. We also believe the overwhelming portion of those seeking Medical Marijuana will be responsive to this wellness-based approach, so our brands will reflect this. Our staff is professional in appearance, and sees themselves as a positive, integral part of the community—rather than as an isolated subculture standing in opposition to the mainstream.

Great River Growers LLC's approach is designed to better meet the needs of qualifying patients

who seek a modern, clean, safe and professionally managed facility to produce medicinal products. General differentiators that appeal to patients include the following:

- Focus on Healing – Great River Growers LLC emphasizes health and healing—not the drug culture. Our mission is to help our patients heal and achieve the highest possible quality of life.
- Higher Quality Medicine – Great River Growers LLC will focus on developing long-term relationships with State approved dispensary facilities.
- Use of Current Technology – Great River Growers LLC will utilize point-of-sale software and bar-coding technology to help manage its transactions and track inventory. This technology provides more information and control to help us make better decisions about how to better serve patients.

Competition

The State may approve at least three but no more than a total of ten production facilities. We feel that our service and quality-oriented model gives us a significant competitive advantage in this market. While all approved production facilities in the State pose at least indirect competition for the company, none are expected to offer direct competition to the Great River Growers LLC's model approach to patient care, and none will be able to match the experience of our team and consultants.

Pricing Strategy

Based on the range of our product offering, Great River Growers LLC will be able to consistently offer our dispensary facility customers a broad spectrum of pricing which they can in turn provide to their eligible patients. Based on our experience in other markets, we have found that it is important to offer patients a broad assortment of products with a range of pricing to select from. Great River Growers LLC's pricing will be intentionally set to offer our dispensary customers value as well as quality.

Notwithstanding, it is likely that pricing for Medical Marijuana will approximate the local market rate for non-medicinal (illegal) Marijuana to discourage black market diversion. Diversion refers to the phenomenon that occurs when dispensary facilities price their products too far below prevailing rates for Marijuana purchases. When this occurs, it creates an incentive for patients to purchase Medical Marijuana and resell it for a profit at the higher market rate. Through its pricing practices, Great River Growers LLC will support State law by discouraging diversion.

Great River Growers LLC will not advertise the price of its products except by a price list available to registered dispensary facilities only. In accordance with section 21a-408-52 of the

Regulations, the production facility will not enter into an exclusive agreement with any dispensary facility, will not refuse to deal with any dispensary facility that is willing to deal with our company on the same terms and conditions as other dispensary facilities with whom we are dealing, and will not discriminate in price between different dispensary facilities that are purchasing like grade, strain, brand, volume and/or quality of Medical Marijuana products, except for differences in the cost of manufacture, sale or delivery resulting from differing methods or quantities in which such Medical Marijuana products are sold or delivered to such dispensary facilities. We plan to offer our dispensary facility customers financing options for bulk/long term orders and discounts for bulk purchases.

Marketing Objectives

In view of data and opportunities presented within this plan, the following summarizes general objectives for Great River Growers LLC in the next one to two years of operation:

- Offer High Quality Assortment – Great River Growers LLC will consistently produce the highest quality (pharmaceutical-grade) Medical Marijuana, a broad assortment of genetic strains and extracted products along a spectrum of price points, dosages and delivery forms.

- Provide Leading Educational Resources – Prevailing attitudes about Medical Marijuana are continuing to relax. However, prior issues with legality and social stigma have constrained the market. Great River Growers LLC plans to educate the local public about Medical Marijuana as a viable, safe, alternative medicine. We will always provide ample information and support to the dispensary facilities and their respective employees selling our products, which they can in turn provide to their patients.

- Maintain Outreach Efforts – A strong outreach program poses various benefits for Great River Growers LLC. By working with community groups and participating in community events, the facility better serves its community. It also builds awareness, relationships and cooperation that will lead to increased referrals and member growth.

Marketing / Promotional Strategy

Because Great River Growers LLC will be limited to selling our products only to State approved dispensary facilities, we do not plan to engage in a traditional mass media marketing campaign. Instead we will rely heavily on relationship building through the use of client relations managers.

Advertising – Great River Growers LLC does not plan to advertise its services beyond word of mouth relationship building with State approved dispensary facilities. For more information,

please refer to Great River Growers LLC's Proposed Marketing Plan.

Community Participation – While Great River Growers LLC does not plan to advertise its services, we hope to build goodwill within the community we serve by giving back to the community whenever possible. This will include charitable contributions to local non-profits, and donations of excess resources such as treated run-off water for local parks and gardens. For more information, please refer to Great River Growers LLC's Community Benefits Plan.

Industry Activism – Additional participation includes formal activism, which helps promote Great River Growers LLC in industry circles as well as further establishes Medical Marijuana as a legal, safe, alternative form of treatment. Examples of this include:

- ASA – Americans for Safe Access, a patients' rights advocacy group
- NORML – National Organization for the Reform of Marijuana Laws
- MPP – Marijuana Policy Project, a political lobbying group
- SSDP – Students for Sensible Drug Policy

Public Relations – Managed coverage in local media is another way Great River Growers LLC will work to increase awareness and positive information about its products and services. Periodic press releases will be furnished to local press, including the local newspapers, community newsletters, hospice and patient bulletin boards to highlight the facility's progress and work in the community. For more information, please refer to Great River Growers LLC's Proposed Marketing Plan

Word of Mouth Marketing – Satisfied dispensary facility clients (i.e. patients themselves) can be the most effective means to promote Great River Growers LLC, particularly with its strong brands. Therefore, significant effort will be directed at leveraging registered patients to evangelize on the facility's behalf.

Alliances – Great River Growers LLC will actively partner with leading doctors, clinics and case workers using proprietary HIPAA compliant IT systems. Great River Growers LLC will reach out to a variety of organizations and health providers who are in contact with prospective patients. Examples include physicians, chiropractors, cancer support groups, AIDS organizations and senior centers. The primary goal is educational in nature. We want to ensure that the medical community understands the efficacy of breadth of product offering that is available to their patients. We will provide education on the benefits, legalities and processes involved with referring patients for Medical Marijuana use. Great River Growers LLC also plans to establish strong alliances with various hospices and patient service groups.

For more information on our marketing, see Marketing Plan in Appendix J.

9.0 OPERATIONS AND FACILITY INFORMATION

9.1 Operations Overview

Great River Growers LLC will operate in full compliance with the Act and Regulations, particularly sections 21a-408-52 to 21a-408-56, inclusive, and 21a-408-59 to 21a-408-67, inclusive, of the Regulations has adopted a comprehensive set of operations manuals to guide virtually every aspect of daily operations for each department (full version available for review upon request). These operating manuals are the most complete set of training and operational procedures in the Medical Marijuana industry, developed with the assistance of our consultants and advisors. The manuals provide an excellent basis for training and address a wide variety of topics, including:

- Cultivation – How medicine will be cultivated using organic growing methods.
- Manufacturing – Documents the activities of harvested products including inventory control, food safety, concentrate production, production of edibles and other alternative Medical Marijuana products, laboratory test results, procedures, packaging, and delivery.
- Facilities – Procedures for the overall administration of building operations, maintenance, and housekeeping.
- Security – How the center will maintain a safe environment to protect its patients and employees, both inside the facility and in adjacent areas (e.g., parking).

9.2 Location / Facility

Designing a good facility is essential to the success of any cultivation and production operation. However, there are additional considerations that apply to a Medical Marijuana production facility given the nature of its products. We have purposely chosen a location in Connecticut that is out of the direct view of the general population. Because of the nature of our operations, we will not feature any signage on the exterior of our building.

Site Selection

Great River Growers LLC's site was chosen because of its location, size and layout. The management and consulting team of Great River Growers LLC feels strongly that building the production facility in this area of the State is conducive for increased security and privacy as this is an excellent location away from high-traffic residential areas. There will be no signage on the exterior of the building in order to maintain privacy and to discourage any unsolicited visitors.

The building itself is well-maintained so Great River Growers LLC does not have to endure major interior construction to bring the premises to operational condition. It has an existing loading dock, concrete floors, natural gas service and electricity. Likewise, the location within the facility is exclusive to Great River Growers LLC and eliminates any need for sharing space, which could otherwise jeopardize the safety of the operation.

This property was chosen because it provides adequate space and large ceilings, and is self-contained to support both a production facility and other aspects of Medical Marijuana propagation and production. With ample square footage to work, our architects have the ability to design the facility intelligently and economically, supporting cultivation and production operations while considering all legitimate security concerns. With such large ceilings, the premises allow Great River Growers LLC to maximize the space for special HVAC, air filtration and irrigation needs without cannibalizing floor space to accommodate the requirements for cultivation. The design also allows Great River Growers LLC to build larger than average hallways between limited access areas that will allow security equipment a comprehensive 360 degree unobstructed view monitoring staff at the facility.

The shape of the building allows Great River Growers LLC to create independent, secure centers for our cultivation, packaging and labeling, drying and curing, trimming, commercial kitchen, and production and manufacturing areas as self-contained units, each with separate, locked restricted-access areas only accessible by codes corresponding to production facility employee job classification. This allows for controlled access to each limited access area rather than an open floor model and further facilitates our company's mission to prevent diversion, theft and/or loss of Medical Marijuana.

The facility has dedicated substantial floor space to limited access areas dedicated to cultivation, which includes a large area reserved for future cultivation expansion.

9.3 Facility Design

The facility premises provide adequate space for safe Medical Marijuana cultivation and production. A generous amount of buildable space for the contemplated facility design has been carefully divided between distinct processes. The independent, secure process centers within the facility include: cultivation, packaging and labeling, drying and curing, trimming, production and manufacturing, quarantine, staging, storage and commercial kitchen - each with separate, locked security mechanisms and access codes providing for restricted access to each area.

The sum of each process area is a cohesive and fluid unit, employing cleanroom standards throughout. Further, the high ceilings allow Great River Growers LLC to maximize the space for special HVAC, air filtration and irrigation needs. The design also allows Great River Growers

LLC to build larger-than-average hallways between limited access areas. These wider spaces provide our security cameras and monitoring equipment with a 360-degree, unobstructed view to monitor staff and operations at the facility. Additionally, the substantial space allows for multiple security checkpoint entrances prior to reaching any of the limited access areas.

Great River Growers LLC has dedicated a substantial portion of the total floor space to limited access areas for cultivation activities, and ample square footage is reserved for expanded operations in the future.

9.4 Cultivation Equipment

The following is a summary of the equipment used in the cultivation areas. While not all equipment used can be made from recycled products, those that will be used in order to fulfill keep the facility as environmentally friendly as possible.

- **Aerators and aerator stones**: These are used to provide an influx of oxygen in all reservoirs.

- **Air intake and outtake fans:** These fans provide a constant stream of air coming into the cultivation area and then removing it. Several are in use to provide regeneration of the air on an hourly basis.

- **Carbon filters:** These are used in conjunction with the air outtake. This equipment takes all air as it exits the facility and removes odors and contaminants from the air prior to release to the outside.

- **Circulating fans**: These provide air circulation inside all areas of growth. While air intake and outtake fans regenerate air inside the building for air quality, circulation must take place inside each area to distribute the outgoing and incoming air properly.

- **Cloning trays & medium**: These are plastic trays that hold rooting mediums for clones and seedlings to sprout and grow.

- **Cloning machine**: This is a device for propagation of clones, which resembles a large box with neoprene covers that hold the plant stem in place. Below the surface of the lid, the stem is misted with water to promote root growth. Water is contained inside the machine to control temperature and Ph. Aerators are used to oxygenate the water.

- **CO_2 burners:** These machines work in dual purpose. Powered by natural gas or propane, they provide natural burning CO_2 to the cultivation environment. CO_2 assists plants in photosynthesis and burners will also supply heat during the winter months. These clean-burning machines provide adequate CO_2 to ensure healthy plants and

cause no danger to staff. Machines run during scheduled short time periods and do not run consistently.

- **EC/PPM meters:** These are used in the reservoir process to track the parts per million (PPM's) of nutrients for growth and measure PPM's in the medium during flushing cycles of the final stages of growth. Each nutrient will add more PPM's so the overall PPM levels must be contained or else plants may suffer from over fertilization.

- **Humidifiers/Dehumidifiers**: These are multiple purpose machines that may be used as humidifiers or dehumidifiers depending on the season and external weather conditions. Machines are placed in the cultivation area, drying and curing area, and storage, as each stage of production requires different climates.

- **Irrigation pumps and tubing**: Pumps reside in reservoirs and are connected by tubing to each plant container for automatic irrigation and/or flushing depending on growth cycle.

- **Lights:** These are a combination of 600 watt bulbs for vegetative stages and 1000 watt bulbs for pre-flowering and flowering stages. Higher wattage is used in the flowering stages to promote additional growth and to develop sturdy flowers. Although many production facilities use 600 watt bulbs to bloom, the final yield results are less than favorable, and thus not used in this facility. T5 lights are used in the germination, seedling and clone stages. These are low wattage florescent lights that provide adequate light for plants during this early growth stage.

- **Light control panels & timers**: These are used to control specific times for light and irrigation pumps to turn on. The process is automated so that production facility employees do not have to be on-site 24 hours a day, allowing the facility to operate more efficiently.

- **Measuring cups:** Multiple sets are used to measure nutrients to the milligram or milliliter. Although not all nutrients are metric friendly, they are converted to milliliters to provide accurate dosages. Several sets are used to keep each nutrient independent of the other, as premixing nutrients can cause activating agents to counteract each other and thus destroy the composition of the ingredient.

- **pH meters**: These are special meters that read the pH (acidity or alkalinity) of the water and soil. There are separate meters for the water and the soil. Plants require specific ranges of pH to grow properly and daily checks are performed.

- **Plant containers:** At Great River Growers LLC, trays for vegetative

growth and flower production will not be used, but rather custom designed seven-gallon planters. These planters will be connected by pipes to the reservoir system.

- **Pruning shears:** These are larger shears used to cut stalks and larger branches during the growth cycles. During harvest they are used to separate branches.

- **Reservoirs:** These are large tanks storing water which has been treated with compounds and nutrients to achieve the perfect balance of pH and PPM for quality control.

- **Sulfur burners:** These are stationary devices which burn and release organic sulfur on a timed weekly basis to prevent rust, mold and other funguses.

- **Trimming shears:** These are small scissor-type shears that are used for fine pruning prior to making clones. They are also used to remove small stems and leaves during the growth cycle.

- **Water filtration:** Great River Growers LLC will use a dual water filtration system to remove all sediments, chlorine and chloramines from the water to ensure plant safety. This filtration system is in place just for the cultivation area, although separate water filtration will take place in the concentrate processing.

- **Yoyos:** These are special indoor cultivation devices connected to overhead lighting used to raise and lower the lights as plants grow. They can be adjusted quickly and easily by one person to accommodate plant growth and reduce the risk of plant burn.

10.0 MANAGEMENT AND ORGANIZATION

10.1 Executive Team

Great River Growers LLC has been formed to address the needs of the Connecticut's registered dispensary facilities in a professional, secure, and safe manner. The Executive Team comprises the organization's Board of Directors who is charged with the responsibility to oversee the efficient and compliant corporate governance of the production facility. Below are brief bios of each Board Member.

Chairman: **Michael Abbott**

Michael Abbott is an impassioned leader and has considerable experience managing and motivating new organizations from infancy to latter stages. His experience extends to business, finance, and law enforcement.

Mr. Abbott is currently Chairman of the Columbia Care LLC, a Washington DC based company that operates one of the first registered Medical Marijuana dispensary facilities in the District. He also serves on the Board of Directors and has been a Managing Director at Raptor Group Holdings LP since 2012. At Raptor, Mr. Abbott works closely with the various heads of Raptor's industry groups on the management, oversight and development of the firm's different portfolio companies, co-investments and co-mingled funds.

Mr. Abbott started his career at Swiss Bank Corporation/SBC O'Connor in 1999, first in the Capital Markets Group in London, and then in Chicago as a Director responsible for both Capital Markets and Corporate Derivatives. From 1996-2002, he worked at Goldman Sachs & Co. in New York, initially in the convertible bond department, where he helped develop the first on-line convertible bond trading system for retail investors. Mr. Abbott was appointed US head of structured product trading and origination for Goldman Sachs in 2001. In 2002, he co-founded Elysium Capital, a macro FX hedge fund for which he served as the Chief Operating Officer and member of the investment committee.

Additionally, Mr. Abbott sits on the Trustee Board and Audit Committee of the Registered Investment Company of European Advisors, a New York-based multi-billion dollar public securities real estate firm. He is also a Managing Partner of Terroir Capital, a private equity firm based in Santa Barbara, CA, that acquires wineries and distributes their wines.

Prior to his career in finance, Mr. Abbott was a London Police and Narcotics Officer from 1983-1987. He was the British Police long range rifle champion in 1983, and represented the United Kingdom as a member of the under-25 British Rifle Team in 1982. He was part of the world record breaking senior British Rifle Team that toured the West Indies in 1986. Mr. Abbott also gained his law degree from King's College in London in 1990.

Mr. Abbott now lives in New York with his wife and three children.

Chief Executive Officer: **Nicholas Vita**

Mr. Vita currently serves as the Vice Chairman and Chief Executive Officer of Columbia Care, LLC, the holder of cultivation center and dispensary registrations in the District of Columbia, and operator of several licensed businesses registered with the Arizona Medical Marijuana program, all of which have operated without a single violation since commencement of operations. In addition, Mr. Vita serves as the Chief Executive Officer and Vice Chairman of VentureForth Holdings, LLC, the operator of the first licensed Medical Cannabis dispensary and the first two licensed hydroponic cultivation facilities in Washington, DC. Mr. Vita is also a member of the Board of Managers of AP-III, a military infrastructure investment fund where he is responsible for sourcing, structuring and overseeing investments in and deploying resources for public private partnerships with the U.S. Department of Defense overseas and throughout the United States.

Mr. Vita has over 20 years of experience with investing capital, structuring public and private

investments, providing strategic advisory services to Fortune 500 companies and negotiating joint ventures and partnerships ranging in size and scope. He is also a Founding Partner and Chairman of the Investment Committee at Apelles Investment Management, LLC ("Apelles"). Apelles is a private holding company for several New York-based funds that specialize in cross-capital structure, credit and stressed/distress investing within the healthcare sector. Prior to founding Apelles, Mr. Vita was a General Partner, member of the investment committee, and Portfolio Manager for the Healthcare Sector at ARX Investment Management, a multi-billion dollar global credit hedge fund. Previously, he worked for over six years in the Investment Banking Division at Goldman Sachs & Co., first as an analyst in Mergers & Acquisitions focusing healthcare, then as an Associate and Vice President in the Healthcare Department. He began his career in investment banking at S.G. Warburg & Co., Inc., a United Kingdom based Merchant Bank.

Mr. Vita currently sits on a number of corporate and academic Boards and received his A.B. from Columbia University where he was a member of the Men's Varsity Heavyweight Crew Team and President of St. Anthony Hall.

President, Chief Financial Officer: **Robert K. Mayerson**

Robert K. Mayerson is a seasoned growth-oriented executive with over 30 years of domestic and international experience. He has demonstrated experience in Operations, Strategic Planning, Treasury, Controller, Real Estate and Investor Relations functions. In every role since he graduated Hampshire College in 1979 with a Bachelor of Arts and the University of Massachusetts in 1982 with an MBA in Finance, Mr. Mayerson has achieved and has been recognized for consistently superior results. His skill set includes strong leadership abilities, creative problem-solving, and effective interpersonal communication.

Mr. Mayerson has worked for several high profile retail and consumer branded companies, including PepsiCo, Staples, and Eastern Mountain Sports, of which he has served as President, Chief Operating Officer and Chief Financial Officer. As Treasurer of Staples, he played a key role in developing the company's rapid growth.

As a member of the Board of Advisors, Mr. Mayerson brings a wealth of business knowledge and experience that gives the company an unprecedented advantage with regards to strategic management, particularly pertaining to retail operations, sound financial decision making, and growth.

10.2 Advisory Board

The Great River Growers advisory and consulting team is comprised of experienced managers, lawyers, doctors, policy experts, community organizers, and security professionals. The team includes some of the most knowledgeable and seasoned figures in the Medical Marijuana

industry, each intensely dedicated to making Medical Marijuana available to those who need it most and in compliance with the law, particularly the State's Act and Regulations. While many positions have been contracted for, roles must still be filled. Great River Growers LLC is currently conducting an intense round of interviews of candidates to participate in management and advising roles in anticipation of being awarded a producer license. Upon success, Great River Growers LLC will formally engage the most highly qualified candidates for each position. Below is a list of the current Advisory Board which has been assembled to provide support to Constitution Care LLC's Board of Directors.

Chief Security Advisor: **Bernard R. Sullivan**

Chief Security Advisor Bernard R. Sullivan is an integral part of Constitution Care LLC's Board of Advisors. Mr. Sullivan brings more than 45 years of law enforcement, security, and public safety experience in the State of Connecticut. He has an impressive track record in gathering intelligence, investigating crimes, responding to emergencies, and directing the professional and business aspects of major public and private organizations. As a law enforcement officer, Mr. Sullivan served many roles with the Hartford Police Department, including positions as Sergeant, Lieutenant, Captain, and Police Chief. His relevant experience was further developed in roles as Commissioner of Public Safety for the State of Connecticut where he reported directly to Governor O'Neil, as Acting Chief of Police for Central Connecticut State University, and as Chief of Staff to Speaker of the House of Representatives for the State of Connecticut.

Due to his vast law enforcement, security, and public safety experience, Mr. Sullivan has gained extensive knowledge of human behavior and performance. He has in-depth knowledge of Connecticut law, legal codes, court procedures, and local government. In his role on the company's Chief Security Advisor, Mr. Sullivan will guide the production facility employees and security staff in the necessary security policies and procedures to ensure a safe working environment. Mr. Sullivan will also serve as head liaison with the local Police Department and Department of Consumer Protection for all safety and security related matters.

Mr. Sullivan is proud to currently serve as a Vice-Chair of the Sandy Hook Commission, which is appointed to review the mass shooting of children and adults at Sandy Hook Elementary School and provide recommendations concerning the prevention of future incidents. Members of the Commission were hand selected by Governor Malloy in the aftermath of the attack. Mr. Sullivan also currently serves as President of the 100 Club of Connecticut, an organization that supports surviving family members of public safety personnel who were killed in the line of duty which, among other benevolent gestures, guarantees a four year college education for surviving children.

Mr. Sullivan is a life member and past President of the Connecticut Police Chiefs Association, an association comprised of all active and some retired Police Chiefs who can only become life members by virtue of time served in office. This organization recommends training and professionalism measures for law enforcement agencies across Connecticut.

Chief Security Advisor Sullivan has been the recipient of a plethora of awards, honors and

recognitions for his services, including the Hartford Police Department Merit Award for Valor and the Chief's Medal of Valor. He has received commendations from the Director of the Treasury Department, Special Agents in charge of the Secret Service, the Federal Bureau of Investigation, and the Drug Enforcement Administration, as well as from the U.S. Attorney, Strike Force Organized Crime, and the State's Attorney for Hartford County.

As a member of the Board of Advisors, Mr. Sullivan will provide a unique perspective on production facility operations. He will provide guidance and advice on all matters of security, compliance, prevention of diversion, theft or loss, conflict resolution, and delivery safety.

*Chief Legal Advisor/Compliance Officer***: Troy F. Kaplan, Esq. MBA**

Troy F. Kaplan, Esq. MBA has extensive experience in Medical Marijuana matters as a licensed attorney in California, New Jersey, and New York. He has served as a Medical Marijuana legal and business consultant in most of the Medical Marijuana states, including Arizona, Colorado, Connecticut, Delaware, Hawaii, Illinois, Massachusetts, Michigan, Nevada, New Hampshire, New Jersey, Oregon, Washington, and the District of Columbia. He has also given advice to advocates for new Medical Marijuana programs in Florida, New York, Pennsylvania, and Georgia. Mr. Kaplan has published articles and commentaries on Medical Marijuana, with topics including the flaws and necessary revisions in current legislation, in publications such as the prestigious *New Jersey Law Journal*.

Mr. Kaplan has sat on the Board of Directors as General Counsel for several California non-profit cooperatives working lawfully within the Medical Marijuana regulations in that state. He has also donated extensive time as a manager for one of California's premier Medical Marijuana dispensary facilities, *The Farmacy*, a high-concept resource for Medical Marijuana patients in Southern California featured on television shows, news stories, and educational documentaries, including *60 Minutes*, *Anderson Cooper*, and *The Cure For Cancer*, as the nation's model for future storefronts in the industry.

Before becoming an attorney, Mr. Kaplan graduated from Cornell University in Ithaca, New York, with a degree in Economics. He worked briefly with an investment bank in New York City before matriculating Rutgers University in its joint JD/MBA program. Mr. Kaplan graduated on the Dean's List from the law school and Magna Cum Laude from the business school. Upon graduation, he relocated to Los Angeles to pursue a solo law practice in Medical Marijuana law.

More recently, Mr. Kaplan moved to New York City to marry his wife and start a family. He now works for the law firm of GluckWalrath LLP in Trenton, New Jersey where he has expanded his practice beyond Medical Marijuana law and into litigation, municipal law, corporate law, insurance law, and real estate matters. He is licensed to practice in California, New Jersey, and New York.

As a Medical Marijuana attorney, Mr. Kaplan has represented an impressive assortment of Medical Marijuana industry participants, including but not limited to commercial cultivation

facilities, dispensary facilities, delivery/transportation providers, commercial edible manufacturers, hydroponic gardening stores, breeders, brokers, appraisers, buyers, cultivators, concentrate manufacturers, doctors, patients, attorneys, glass manufacturers, and media companies.

As a direct result of his in depth experience with an array of Medical Marijuana industry insiders, Mr. Kaplan is highly qualified to serve as a company advisor. His business and legal background in conjunction with his hands-on work in the Medical Marijuana industry provide the basis of knowledge and expertise necessary in such a role.

Chief Horticulturalist Advisor: **Nate Nienhuis**

The Chief Horticulturalist Advisor, Nate Nienhuis, is an experienced indoor, commercial horticulturalist. He is currently registered with the District of Columbia's Medical Marijuana program for his work with several of the registered dispensary facilities and cultivation centers. His expertise expands beyond cultivation and into cultivation center design and engineering.

Before beginning his career in Medical Marijuana, Mr. Nienhuis attended Cal State Fullerton for mechanical engineering. He worked as Head Engineer for Growlite where he designed light bulbs and fixtures for the indoor gardening industry. He also performed engineering work for Carol Shelby and Goodyear racing. Additionally, Mr. Nienhuis has designed commercial agricultural equipment to enable the largest farms in the country to operate on alternative fuels. More recently, he was retained as Head Engineer for Holistic Remedies and Capital City Cultivation in Washington, DC to design and build their respective registered cultivation centers.

Interestingly, Mr. Nienhuis is a licensed operator for pest control, giving him unprecedented insight into pest control in an indoor horticulture environment. He also attended Rancho Santiago College for Fire Tech training and is well equipped to handle such unforeseen emergencies.

Mr. Nienhuis has donated extensive time to serve pro bono as President of the OC Kings Soccer Club, also known as SoCal Futbol Club. There, he managed a soccer program that has guided many amateur players into professional leagues. He is also a licensed professional soccer coach. Mr. Nienhuis is an avid hunter and fisherman and has a strong propensity for conservation and wildlife management.

As Chief Horticulturalist Advisor, Mr. Nienhuis expects to utilize his expansive knowledge and unique skill set to create a state-of-the-art production facility that will remain cutting edge in its technology and efficiency, while maintaining true to the spirit of environmental consciousness and general goodwill.

Chief Pharmacology Advisor: **Nicholas D. Tamborrino, Pharm.D.**

Nicholas D. Tamborrino, Pharm. D. is a Connecticut licensed Clinical Pharmacist with over 11

years of experience related to multiple areas of pharmacy practice, including a focus in healthcare informatics, managed care, and hospital practice.

Mr. Tamborrino received his Bachelors of Science in Pharmacy Studies in 2000, his Doctor of Pharmacy in 2002, and his Master of Business Administration with a concentration in finance/marketing in 2011, each from the University of Connecticut.

Mr. Tamborrino began his professional career in clinical supply operations with the Bristol-Myers Squibb Pharmaceutical Research Institute where he labels compliance matters. He then worked as a Retail Pharmacist for Walgreen's Corporation and as a per-diem Hospital Pharmacist for Bridgeport Hospital. Most recently, Mr. Tamborrino has served as a per-diem Clinical Pharmacist for St. Vincent's Medical Center in Bridgeport, CT., a Clinical Consultant for CVS/Caremark in the Connecticut/New York territory, and an Epic Project Systems Analyst/Pharmacy Training Coordinator for the Yale New Haven Health System in Stratford, CT.

As Chief Pharmacology Advisor, Mr. Tamborrino will provide invaluable insight into the strategic planning of the company, particularly with regards to the selection of the best medicinal products to accommodate qualifying patients, the range of additional services provided by the facility, and the best-practice policies and procedures for facility employees.

Chief Medical Advisor, Chairwoman of the Scientific and Advisory Board: **Dr. Rosemary Mazanet, MD PhD**

Great River Growers LLC has retained Dr. Rosemary Mazanet, a Connecticut resident and medical physician licensed locally in Connecticut as well as in New York and Massachusetts, to serve the company on the Board of Advisors. Medical Marijuana is still in its infancy as an industry, so medical information pertaining to many genetic strains simply is not yet available. The advice and guidance from a professional in the medical sector is imperative to assure the State's patients are receiving the best medicine for their respective qualifying conditions. Of course, in accordance with section 21a-408-35(h) of the Regulations, the company has not and will not enter into any agreement with Dr. Mazanet concerning the provision of services or equipment that may adversely affect any person's freedom to choose the dispensary facility at which a qualifying patient or primary caregiver will purchase Medical Marijuana.

Dr. Mazanet is a Harvard trained internist, hematologist, and oncologist with extensive work experience focused on life sciences management, medical-related investment groups, and drug development executive management. She has served in an array of leadership roles, including but not limited to Chief Medical Officer for NKT Therapeutics and Galena Biopharma, CEO of Diabetes America, Inc., Breakthrough Therapeutics LLC, and Access Pharmaceuticals, General Partner and Director of Research for Oracle Partners LP, and Senior Director of Clinical Research for Amgen, Inc. Dr. Mazanet has also served as Director for over ten pharmaceutical-related organizations and currently serves as Trustee for the University of Pennsylvania-School of Medicine. She is a published author and has written over 15 original papers on various medical topics and contributed to over 20 medical reviews, papers, and books.

Dr. Mazanet earned her BA from the University of Virginia where she was a member of Phi Beta Kappa, her PhD from the University of Pennsylvania-School of Medicine studying anatomy and cell biology, and her MD from the University of Pennsylvania-School of Medicine where she was a member of Alpha Omega Alpha. She served her residency in internal medicine at Brigham & Women's Hospital which is part of the Harvard Medical School in Boston, Massachusetts. Dr. Mazanet was further trained through her experience in the Clinical Oncology Fellowship at the Dana Farber cancer Institute, which is also part of the Harvard Medical School.

As Chief Medical Advisor, Dr. Mazanet will help create a strategic vision for the company with an eye towards the research and development of more effective medicines for the qualifying patients of Connecticut. As a nationally respected figure in her field, she will be vital in establishing lasting relationships with research institutes, health organizations, and area hospitals.

Chief Information Technology Advisor: **Alexis Kopikis**

Chief Information Technology Advisor Alexis Kopikis has a strong history of rapidly designing and delivering new IT products to marker, including but not limited to web, mobile and desktop products for a variety of companies and verticals from financial services to action sports. His specialties include social and digital media, internet and mobile applications, consumer products, software development, product strategy, product planning, product design, product marketing, product management, usability, UI design, human factors, marketing, sales, business development, fund raising, and general management.

Mr. Kopikis obtained his Bachelor of Arts in Political Science (in two years' time) and Masters of International Management both from the University of California- San Diego. He began his career with ING Baring Securities in institutional equity sales but left to found WorldStreet, a Client Relationship Management ("CRM") and peer-collaborative communication platform for the financial industry which was deemed InfoWorld Magazine's 21st most innovative company of 2001 and eventually acquired by Thomson Financial. Since then, Mr. Kopikis has served as Vice President of Product for Convog, Inc., founded Propel Consulting, and founded Krush, Inc.

As Chief Information Technology Advisor, Mr. Kopikis will ensure that the company's marketing and technology plans are well-developed, pragmatic, and attainable. He will also guide the facility in the design and maintenance of a fully functional IT department capable of preventing, identifying and immediately rectifying any technological issues.

Mr. Kopikis is a United States and Argentine citizen, is a native Spanish speaker, and is the proud father of twins.

Agricultural Sciences Advisor: **Benjamin Wedeking**

Mr. Wedeking has performed extensive research on medical cannabis in Europe. He was

attached to the plant-fertilization and nutrition institute of the agricultural faculty of Berlins Humboldt University. During that time he analyzed the circumstances and growth conditions of cannabis sativa at Bedrocan BV, a fully licensed medical cannabis production and research facility in the Netherlands. His research was on the growth of cannabis, in particular the circumstances to optimize growth of plant material under artificial circumstances. Specifically, his research seeks to understand the behavior of plant material under varying circumstances, such as humidity, temperature, available amounts of water, nutrients and CO2.

Mr. Wedeking is a German citizen and lives in Berlin with his wife.

Board of Advisors: **Patient Outreach**

The Patient Outreach position requires strong communication skills coupled with a background in medicine, healthcare, or nursing. All candidates for this role must have demonstrated experience working with communities in outreach programs. Although experience in the Medical Marijuana field is preferred, it is not mandatory as Great River Growers LLC is seeking a candidate that has a positive attitude, outgoing personality, and acute relationship development skills more than cultivation related experience.

Strong personal skills are preferred for this position as it may require interactions with people who have severe health issues, thus necessitating a sensitive and understanding approach. Obviously, this position is that of a company representative to the public and requires a particular persona and ability to sensitively communicate with all walks of people.

Great River Growers LLC is currently interviewing candidates for this position, however will refrain from contracting with applicants until the successful award of a producer license. Great River Growers LLC would prefer to hire locally for this position as we feel strongly that that our affiliate interacting with local patients should be a local resident.

Board of Advisors: **Patient Care**

The Patient Care position is an advisory role to the management team at the production facility. This position requires a professional demeanor, exemplary communication skills, and a keen ability to assess the needs of the local State qualified patient population.

Through in-person interactions with registered, qualified patients in the State Medical Marijuana program, the Patient Care specialist shall convey the needs of the patients to the cultivators so that
Great River Growers LLC operations truly reflect the needs of the end consumers. Essentially, the position calls for the Patient Care specialist to act as liaison between the patient community and the cultivation team.

Great River Growers LLC is currently interviewing candidates for this position, however will refrain from contracting with applicants until the successful award of a producer license. Great

River Growers LLC would prefer to hire locally for this position as we feel strongly that that our affiliate interacting with local patients should be a local resident.

For more information on our team members, see Organizational Chart in Appendix K.

10.3 Professional Support Team

One of Great River Growers LLC's key assets is the strength of its industry-specific professional network. Other states are further along in their Medical Marijuana programs, and there are lessons to be learned.

Great River Growers LLC's management has performed extensive industry research and has assembled an experienced team that has personally interviewed hundreds of industry professionals regarding best practices. Collectively, the team has reviewed proprietary operations manuals from successful operators in multiple states and has incorporated key protocols into the vision for Great River Growers LLC. The team's substantial network of industry contacts has enabled the organization to obtain informed, independent perspectives when making key strategic decisions. Great River Growers LLC has incorporated input from a limited number of industry consultants where helpful. Ultimately, the patients of the State and the local community stand to benefit by a best-practices facility.

10.4 Personnel Plan

General Philosophy

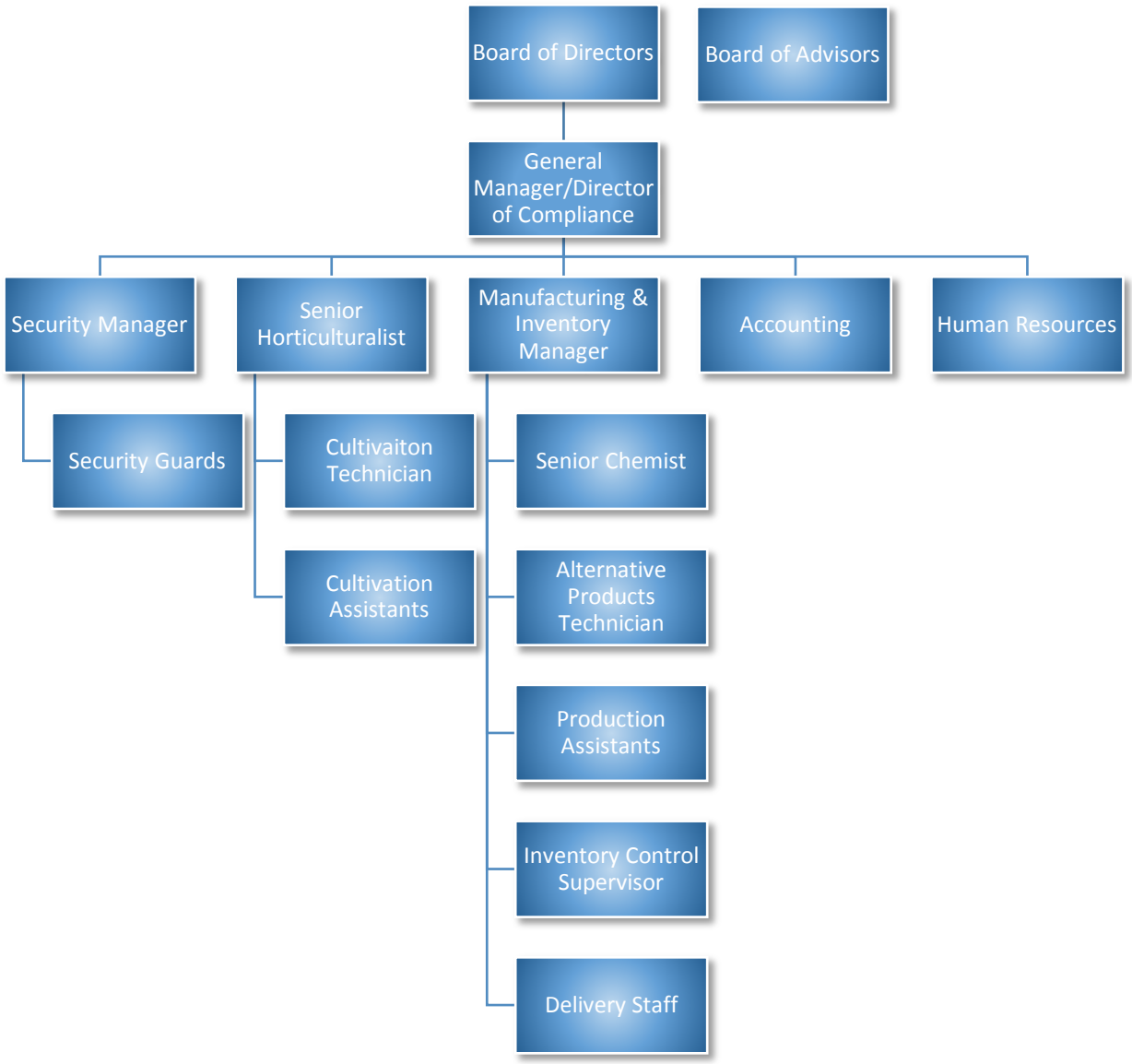
Great River Growers LLC has a comprehensive staffing plan in place to guide recruitment, hiring, training and managing its employees. Highlights of the plan feature:

- Precise definition of responsibilities
- Clearly understood chains of authority
- Well-paid, well-qualified, and well-trained personnel
- Professional recruiting practices
- Thorough training of new hires

Organization

The following chart shows how the center's current management structure is organized.

Figure: Organization Chart for Year 1



Recruitment

Great River Growers LLC's recruiting efforts will be primarily directed at candidates with the following qualifications:

- Health-related educational/professional backgrounds
- Interest and aptitude for the healing arts

- Spotless criminal records
- Experience in restricted access retail venues

Training

Qualified candidates will be hired on a three-month probationary status. During this period, they will participate in a rigorous training process, and be evaluated for suitability in a restricted-access medical environment. Training will include the employee handbook, other reading materials, and lectures by qualified professionals, hands-on training and quizzes. The program will consist of the following modules:

> **Legal** – Legal training will cover all Connecticut and federal laws relating to Marijuana, and especially those related to Medical Marijuana. Legal obligations of licensed Medical Marijuana production facilities will be emphasized. Other topics will include the rules and regulations of the production facility, sexual harassment training, effective interaction with law enforcement personnel, and the rights and responsibilities of Medical Marijuana patients. Legal training will include at least one two-hour session with an attorney who is a practicing member of the State Bar.
>
> **Medical** – Medical training will include disabled rights and sensitivity, how to identify and interact with a patient having a medical emergency, the proper uses and benefits of Medical Marijuana, and an introduction to the other medical treatments offered by Great River Growers LLC.
>
> **Safety** – In addition to its focus on safety, security training will include acceptable currency identification and counterfeit detection, warning signs of possible diversion to the illegal market, lock and alarm procedures, perimeter and entrance control, robbery response techniques, conflict resolution techniques, and diversion, theft and loss detection techniques.

For more information on our training and continuing education plan, see Training & Continuing Education Plan in Appendix I.

Personnel

Individual job descriptions have been developed for each position in Great River Growers LLC's organization. The purpose is to ensure that all personnel are clear about their role and responsibilities, and to understand how their position contributes to the safe, efficient operation

of the center.

Positions addressed include the following:

- *Director of Compliance/General Manager.* Oversees the entire facility operation and ensures that the production facility successfully delivers on its mission, business objectives and compliance with Connecticut law, particularly the Act and Regulations.

- *Security Manager*. Monitors all areas of operations to ensure safety of staff, operations, neighbors and compliance with the law.

- *Senior Chemist.* Oversees all internal testing of raw flowers, concentrates and alternative Medical Marijuana products, and provides for the accuracy of all packaging and labels in conformance with Great River Growers LLC's quality assurance protocols and the State's Act and Regulations. This position works closely with the Alternative Products Technician.

- *Alternative Products Technician.* Oversees all processing of concentrates and processing of all alternative Medical Marijuana products, including baked goods, capsules, lotions and topical creams. This position is also oversees the safety and quality control of the kitchen and the manufacturing of these products, and assures these products are produced in accordance with the State's Act and Regulations, the Connecticut Food, Drug and Cosmetic Act, Connecticut General Statutes, sections 21a-91 to 21a-120, and Connecticut General Statutes, sections 21a-151 to 21a-159.

- *Inventory Control Supervisor.* Oversees the inventory, disposition and order fulfillment of our Medical Marijuana after harvest, and our alternative Medical Marijuana products, to ensure that all of our protocols for product safety, packaging, bulk storage, retail packaging, and labeling are being followed. Responsible for generating and auditing all inventory control data input and report generation.

For more information on our job descriptions, see Organizational Chart in Appendix K.

11.0 FINANCIAL PLAN

11.1 Important Assumptions

Because Great River Growers LLC does not yet have an operational history, corporate management has made its best estimate based on information available. Actual performance for the production facility will vary. Great River Growers LLC's assumptions are also based on a careful analysis of data culled from existing Medical Marijuana states, and adjusted for the State's Act, Regulations and patient demographic. In sum, while the organization has gone to great lengths to provide accurate estimates, actual performance for Great River Growers LLC will necessarily vary.

For more information on the income statement, balance sheet, cash flow statement, and other pro forma documents, see Financial Statements in Appendix K.

Appendix I1

Medical Marijuana Products Offered during First Year

In Re: RFA Section C Question 2(a)

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

MEDICAL MARIJUANA PRODUCTS

1.0 PRODUCTS OVERVIEW

The Medical Marijuana program in Connecticut is being implemented to provide relief to patients who suffer from a handful of qualifying conditions. Each condition has several debilitating symptoms, many of which may be alleviated by using Medical Marijuana or derivative products. Aside from the chronic nature of these conditions, there is a broad array of related illnesses and symptoms that require unique delivery systems and pathways based on the conditions and impairments endured by patients.

For example, lung cancer patients may benefit from the pain relief, anti-tumor/anti-inflammatory attributes and reduction in nausea caused by chemotherapy as well as an increase in appetite to address Cachexia, but cannot vaporize or smoke due to limitations of their respiratory system. Instead, these patients generally prefer ingesting cannabis extracts or eating infused edibles. By the same token, PTSS patients may suffer from sleeplessness and acute anxiety and find that vaporizing is the most effective way to relieve their symptoms, whereas MS or ALS patients may require the use of topical balms with high doses of CBDs to reduce muscle spasticity, pain and inflammation because their CNS and muscular systems are so weakened that they cannot ingest or inhale Medical Marijuana products.

In order ensure Dispensaries offer the diversity of products required to address the breadth of the symptoms associated with the qualifying conditions, GRG is committed to offering commensurate product lines that address every major delivery pathway and symptom. The overview below provides the basis for our product and delivery selections to ensure all qualified patients, regardless of their physical condition, have access to this therapy.

Product Delivery Overview

GRG product line vs. qualifying conditions/symptoms

Qualifying Condition	Example Symptoms	Primary Systems Affected (1)	Likely Delivery Preferences	Example GRG Products
Cancer	Pain, Nausea, Tumors, Depression	All	Inhaled, Ingested, Topical	All
Glaucoma	Inflammation, Pain	CNS	Inhaled, Ingested	Flower, Pre-rolls, Concentrates, Edibles, Tinctures
HIV/AIDS	Wasting, Pain, Depression	I, L, MS, RE	Inhaled, Ingested, Topical	All
Parkinson's Disease	Pain, Muscle Spasticity	CNS	Inhaled, Ingested, Topical	All
Multiple Sclerosis	Pain, Muscle Spasticity	CNS	Inhaled, Ingested, Topical	All
Spinal Chord Nervous Tissue Damage	Pain, Muscle Spasticity	CNS	Inhaled, Ingested, Topical	All
Epilepsy	Pain, Muscle Spasticity	CNS	Inhaled, Ingested, Topical	All
Cachexia (3)	Wasting, Depression	MS, GI, CNS	Inhaled	Flower, Pre-rolls, Concentrates
Wasting Syndrome	Wasting, Depression	GI, I, CNS	Inhaled	Flower, Pre-rolls, Concentrates
Crohn's Disease	Pain, Muscle Spasticity, Inflammation	I, GI	Inhaled	Flower, Pre-rolls, Concentrates
Post Traumatic Stress Disorder	Sleeplessness, Anxiety, Depression	CNS	Inhaled, Ingested	Flower, Pre-rolls, Concentrates, Edibles, Tinctures

Notes:

Primary Systems in the Body:	(1) System Abbreviation
Circulatory	C
Digestive	GI
Endocrine	E
Immune	I
Lymphatic	L
Muscular/Skeletal	MS
Nervous	CNS
Reproductive	R
Respiratory	RE
Urinary	U

(2) Intractable spasticity

(3) Generally associated with cancer, AIDS, chronic obstructive lung disease, multiple sclerosis, congestive heart failure, tuberculosis, familial amyloid polyneuropathy, mercury poisoning (acrodynia) and hormonal deficiency

Great River Growers LLC will offer an array of the highest quality, organic, pharmaceutical-grade Medical Marijuana products. The intended product line for the first year includes the following:

- Raw Medical Cannabis flowers (i.e. dried Medical Marijuana "buds"), including at least 12 strains (sativa, indica and hybrid variants targeting symptoms of the qualifying conditions);
- Concentrated extracts (i.e. bubble hash, tinctures, single use vaporizer cartridges), including at least 6 strains;
- Pre-rolls (i.e. grounded raw Medical Cannabis flowers prepared in ready-to-consume unbleached rolling papers);
- Medical Cannabis-infused olive oil for home use; and
- Baked goods & edible products (i.e. cookies, brownies, popcorn/kettle corn)
- Topical ointments and capsules (THC/CBD and CBD only)

All products will be packaged in light-resistant, child-resistant packaging in compliance with section 21a-408-56 of the Regulations of Connecticut State Agencies. Specifically, products will be packaged in unit sizes such that no single unit contains more than a one-month supply of Medical Marijuana. Also, packaging will satisfy the standard for "special packaging" as set forth in the Poison Prevention Packaging Act of 1970 Regulations, 16 CFR 1700.1(b)(4).

2.0 RAW MEDICAL MARIJUANA FLOWER

The production facility will produce at least 12 strains during the initial year of operation consisting of 4 Indica strains 4 Sativa strains, and 4 hybrid strains in order to target the most commonly experienced the range of qualifying conditions and patient preferences. The intended strains to be offered are as follows:

- GRG Master Kush (Indica)
- GRG Granddaddy Purple (Indica)
- GRG Lavender (Indica)
- GRG Afghan (Indica)
- GRG Blueberry (Sativa)
- GRG Jack Frost (Sativa)
- GRG Super Silver Haze (Sativa)
- GRG NL Haze (Sativa)
- GRG Blue Dream (Sativa-dominant hybrid)

- GRG Blueberry (Sativa-dominant Hyrbid)
- GRG OG Kush (Indica-dominant Hybrid)
- GRG Juicy Fruit (Indica-dominant Hybrid)

All raw Medical Cannabis flowers will be packaged in light-resistant, child-resistant packaging in compliance with section 21a-408-56 of the Regulations of Connecticut State Agencies. Products will be in unit sizes of 1.0 grams, 3.5 grams, and 7.0 grams only. Great River Growers LLC raw flower vials will have the following features:

- Light-resistant (100% UV light protection)
- Child-resistant ("push and turn" style vials)
- Shatter-resistant
- Recyclable
- Clearly indicated opening instructions
- FDA-approved materials

See image below for a sample of the proposed type of packaging:

Sample Labels

Genetic: GRG Master Kush
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

298130

Batch #: 1000 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 20.19%
THC = 17.68%, THCA = 2.2% CBD = 0.25%, CBDA = .06%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

Genetic: GRG Grandaddy Purple
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

278129

Batch #: 1001 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 20.92%
THC = 18.02%, THCA = 2.6% CBD = 0.24%, CBDA = 0.06%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
237 Addison Road, Windsor, CT 06095

Genetic: GRG Jack Frost
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

289250

Batch #: 1002 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 21.65%
THC = 18.30%, THCA = 2.9% CBD = 0.40%, CBDA = .05%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
237 Addison Road, Windsor, CT 06095

Genetic: GRG Super Silver Haze
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

289654

Batch #: 1003 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 30.24%
THC = 26.35%, THCA = 3.2% CBD = 0.65%, CBDA = 0.04%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

Genetic: GRG Blue Dream
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

289653

Batch #: 1004 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 23.03%
THC = 20.23%, THCA = 2.4% CBD = 0.36%, CBDA = .04%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

Genetic: GRG OG Kush
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

298532

Batch #: 1005 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 22.28%
THC = 19.01%, THCA = 2.9% CBD = 0.33%, CBDA = .04%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

Genetic: GRG Afghan
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

299875

Batch #: 1030 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 21.54%
THC = 18.05%, THCA = 2.4% CBD = 0.29%, CBDA = .08%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

Genetic: GRG Lavender
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

299635

Batch #: 1031 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 19.66%
THC = 17.32%, THCA = 2.1% CBD = 0.19%, CBDA = .05%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

Genetic: GRG NL Haze
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

299687

Batch #: 1032 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 21.45%
THC = 18.36%, THCA = 2.7% CBD = 0.31%, CBDA = .08%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

Genetic: GRG Juicy Fruit
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

299571

Batch #: 1033/ Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 18.95%
THC = 16.99%, THCA = 1.7% CBD = 0.22%, CBDA = .04%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

Genetic: GRG Hash Plant
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

299617

Batch #: 1034 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 21.10%
THC = 18.01%, THCA = 2.7% CBD = 0.31%, CBDA = .08%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

Genetic: GRG Blueberry
Quantity: 1 Gram Medical Cannabis
Price: $XX.XX

299991

Batch #: 1035 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 22.90%
THC = 19.56%, THCA = 2.9% CBD = 0.35%, CBDA = .09%

Packaged & Tested on 01/01/14 by
Green River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

3.0 CONCENTRATED EXTRACTS

The production facility will produce at least 6 strains of "bubble hash" during the initial year of operation consisting of an assortment of 2 Indica strains, 2 Sativa strains, and 2 hybrid strains identified above in order to accommodate the range of qualifying conditions and patient preferences. The intended strains of "bubble hash" are as follows:

- GRG Master Kush (Indica)
- GRG Granddaddy Purple (Indica)
- GRG Jack Frost (Sativa)
- GRG Super Silver Haze (Sativa)
- GRG Blue Dream (Sativa-dominant hybrid)
- GRG OG Kush (Indica-dominant hybrid)

All concentrated extracts will be packaged in light-resistant, child-resistant packaging in compliance with section 21a-408-56 of the Regulations of Connecticut State Agencies. Products will be in unit sizes of 0.5 grams, 1.0 grams, and 2.0 grams only. Great River Growers LLC concentrated extract vials will have the following features:

- Light-resistant (100% UV light protection)
- Child-resistant ("push and turn" style vials)
- Shatter-resistant
- Recyclable
- Clearly indicated opening instructions
- FDA-approved materials

See image below for a sample of the proposed type of packaging:

Sample Labels

GREAT RIVER GROWERS

Genetic: GRG Master Kush
Quantity: .05 gram Bubble Hash Extract
Price: $XX.XX

285382

Batch #: 1006 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 60.57%
THC = 53.04%, THCA = 6.6% CBD = 0.75%, CBDA = .18%

Packaged & Tested on 01/01/14 by
Great River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

GREAT RIVER GROWERS

Genetic: GRG Grandaddy Purple
Quantity: .05 gram Bubble Hash Extract
Price: $XX.XX

285391

Batch #: 1007 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 62.76%
THC = 54.06%, THCA = 7.8% CBD = 0.72%, CBDA = 0.18%

Packaged & Tested on 01/01/14 by
Great River Growers
License # 123456789237
237 Addison Road, Windsor, CT 06095

GREAT RIVER GROWERS

Genetic: Jack Frost
Quantity: .05 gram Bubble Hash Extract
Price: $XX.XX

285405

Batch #: 1008 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 64.95%
THC = 54.90%, THCA = 8.7% CBD = 1.2%, CBDA = .15%

Packaged & Tested on 01/01/14 by
Great River Growers
License # 123456789237
237 Addison Road, Windsor, CT 06095

GREAT RIVER GROWERS

Genetic: GRG Super Silver Haze
Quantity: .05 gram Bubble Hash Extract
Price: $XX.XX

285413

Batch #: 1009 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 78.72%
THC = 67.05%, THCA = 9.6% CBD = 1.95%, CBDA = 0.12%

Packaged & Tested on 01/01/14 by
Great River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

GREAT RIVER GROWERS

Genetic: GRG Blue Dream
Quantity: .05 gram Bubble Hash Extract
Price: $XX.XX

285419

Batch #: 1010 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 69.09%
THC = 60.69%, THCA = 7.2% CBD = 1.08%, CBDA = .12%

Packaged & Tested on 01/01/14 by
Great River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

GREAT RIVER GROWERS

Genetic: GRG OG Kush
Quantity: 0.5 gram Bubble Hash Extract
Price: $XX.XX

285431

Batch #: 1011 / Expires on 06/01/14
Chemical Additives: No chemical additives / This product has passed a laboratory microbiological, mycotoxins, heavy metals, and chemical residue test.

Total Terpenes Profile: 66.84%
THC = 57.03%, THCA = 8.7% CBD = 0.99%, CBDA = .12%

Packaged & Tested on 01/01/14 by
Great River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

4.0 MEDICAL MARIJUANA EXTRACTED TINCTURE

The production facility will produce at least two types of glycerin based tinctures (made without alcohol) in order to provide alternative methods of consuming product. We plan on offering two types of tinctures, one with THC and one without (i.e. CBD only), in order to balance both patients' active and sedative needs. The intended types of tinctures that will be offered are:

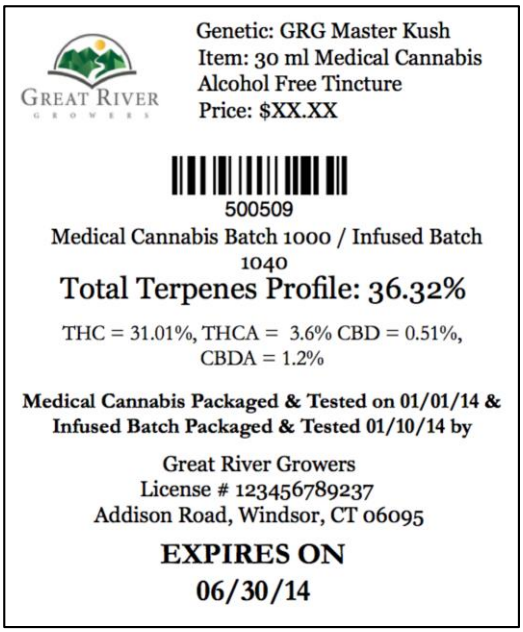
- THC/CBD extract tincture
- CBD only extract tincture (non-THC)

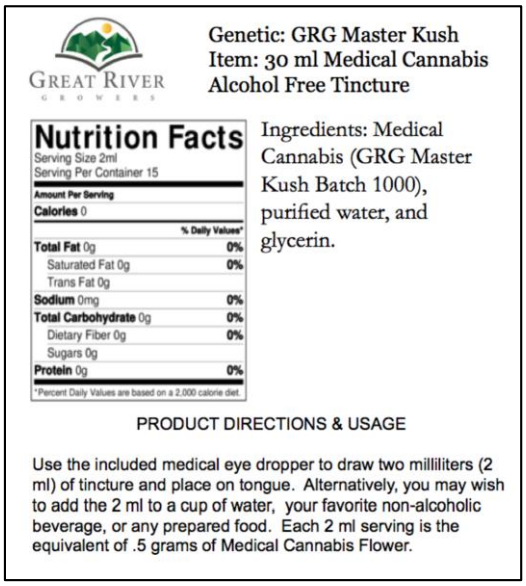
All tinctures will be packaged in light-resistant, child-resistant packaging in compliance with section 21a-408-56 of the Regulations of Connecticut State Agencies. Products will be in unit sizes of 30 milliliters only. Great River Growers LLC Medical Cannabis tincture containers (i.e. pharmacy-grade liquid oval bottles) will have the following features:

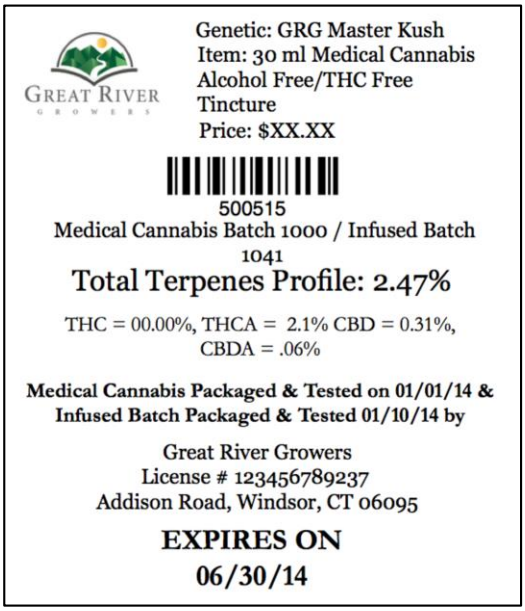
- Light-resistant (100% UV light protection)
- Child-resistant ("push and turn" style vials)
- Shatter-resistant
- Recyclable
- Clearly indicated opening instructions
- FDA-approved materials

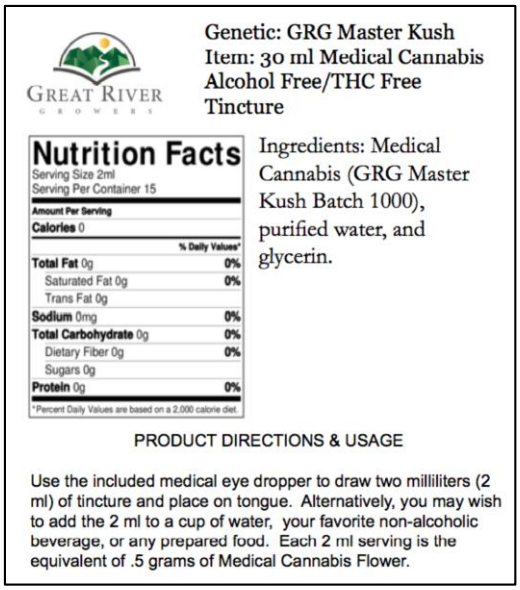
See image below for a sample of the proposed type of packaging:

Sample Label









5.0 PRE-ROLLS

The production facility will produce at least 6 strains to be pre-packaged into pre-rolls (i.e. grounded raw Medical Cannabis flowers prepared in ready-to-consume unbleached rolling papers) during the initial year of operation consisting of the same 2 Indica strains, 2 Sativa strains, and 2 hybrid strains identified above in order to accommodate the range of qualifying conditions and patient preferences. The pre-rolls themselves will contain 0.5 grams of grounded raw flowers and will be prepared in RAW brand natural, unbleached cone rolling papers or a similar product. Such rolling papers come with pre-made tips for ease of handling and are chlorine free, 100% vegan, and less harsh than comparable products on the market. The intended pre-roll strains to be offered are as follows:

- GRG Master Kush (Indica)
- GRG Granddaddy Purple (Indica)
- GRG Jack Frost (Sativa)
- GRG Super Silver Haze (Sativa)
- GRG Blue Dream (Sativa-dominant hybrid)
- GRG OG Kush (Indica-dominant hybrid)

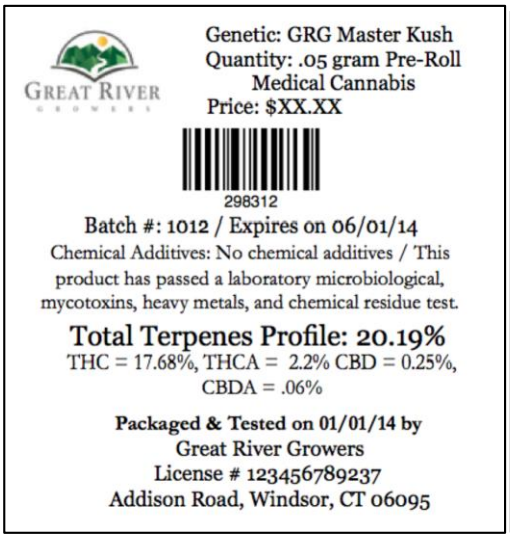
All pre-rolls will be packaged in light-resistant, child-resistant packaging in compliance with section 21a-408-56 of the Regulations of Connecticut State Agencies. Products will be in unit sizes of 1 pre-roll, 3 pre-rolls, and 7 pre-rolls only. Great River Growers LLC raw flower vials will have the following features:

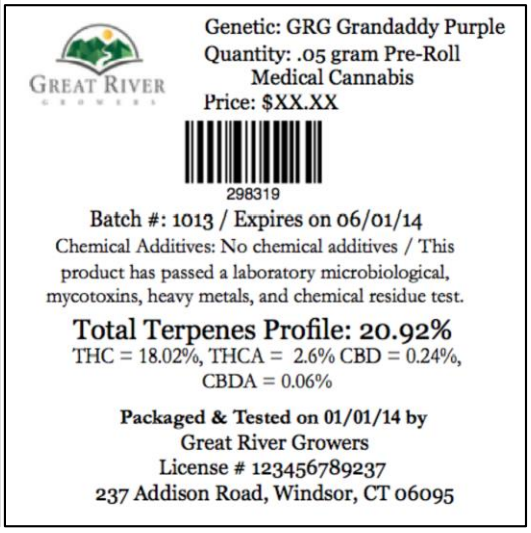
- Light-resistant (100% UV light protection)
- Child-resistant ("push and turn" style vials)
- Shatter-resistant
- Recyclable
- Clearly indicated opening instructions
- FDA-approved materials

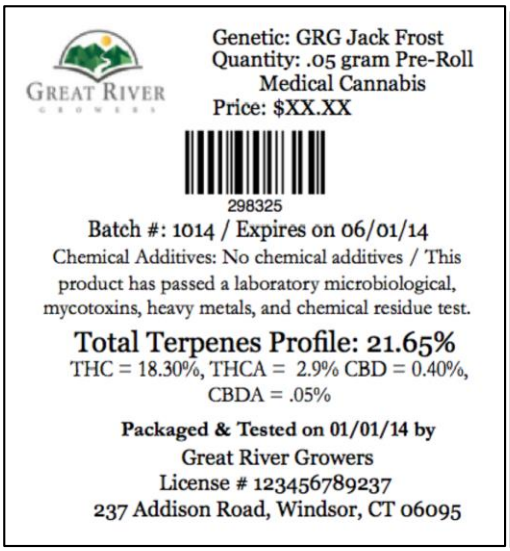
See image below for a sample of the proposed type of packaging:

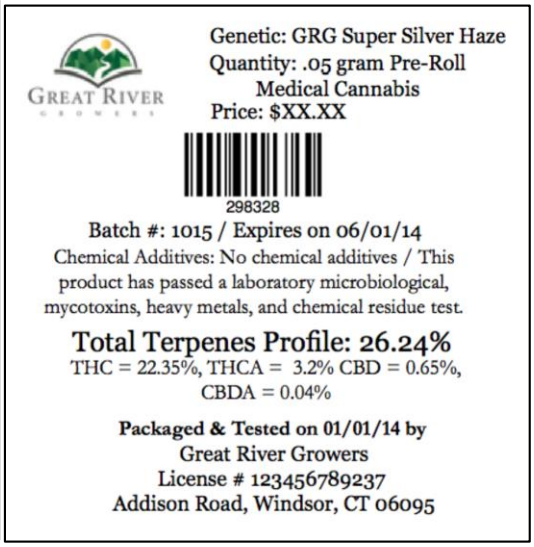
See image below for a sample of the proposed rolling paper:

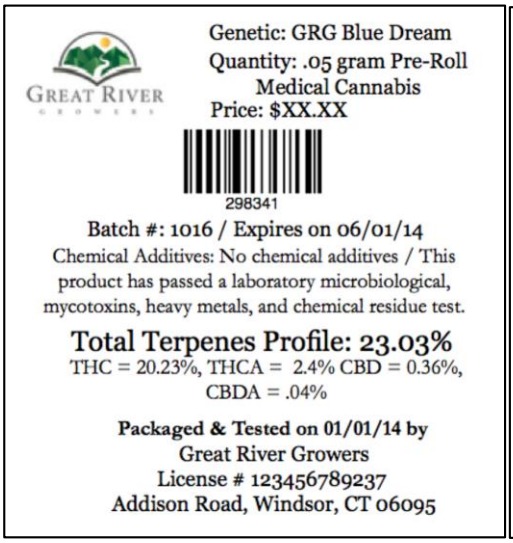
Sample Labels

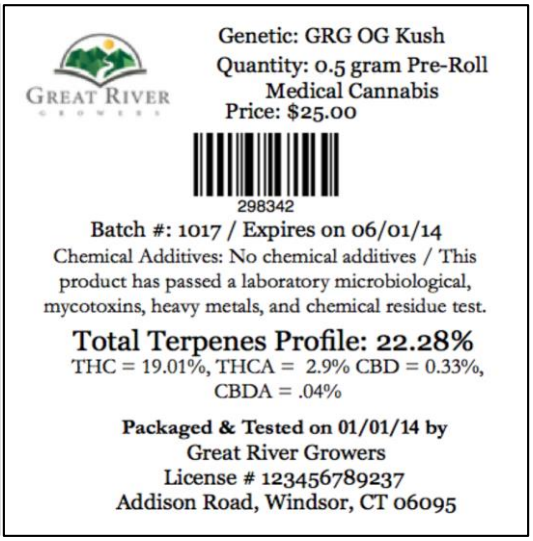












6.0 MEDICAL CANNABIS-INFUSED OLIVE OIL FOR HOME USE

The production facility will produce one brand of Medical Cannabis-infused olive oil for home cooking during the initial year of operation in order to accommodate the range of qualifying conditions and patient preferences (this is a particularly beneficial medicinal product for patients with lung irritation complications). Such oil will consist of extracted Medical Marijuana and olive oil only. Packaging will include simple-to-follow cooking instructions so that patients may ingest their medicine in a number of ways that are suitable to their specific needs (i.e. by dipping bread, by spreading on salad, by cooking or baking edibles, etc.).

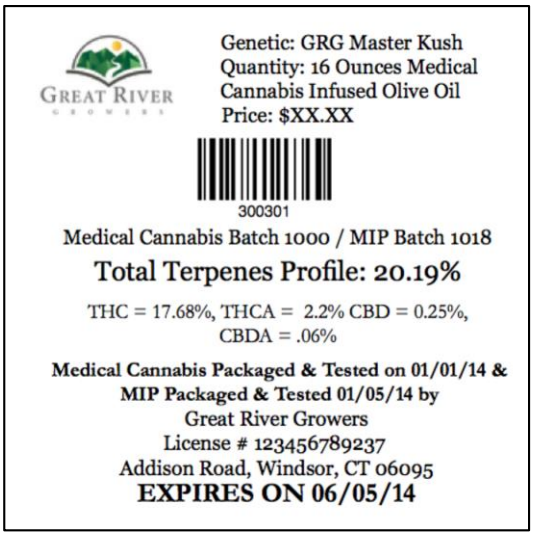
All Medical Cannabis-infused olive oil will be packaged in light-resistant, child-resistant packaging in compliance with section 21a-408-56 of the Regulations of Connecticut State Agencies. Products will be in unit sizes of 8 ounces and 16 ounces only. Great River Growers

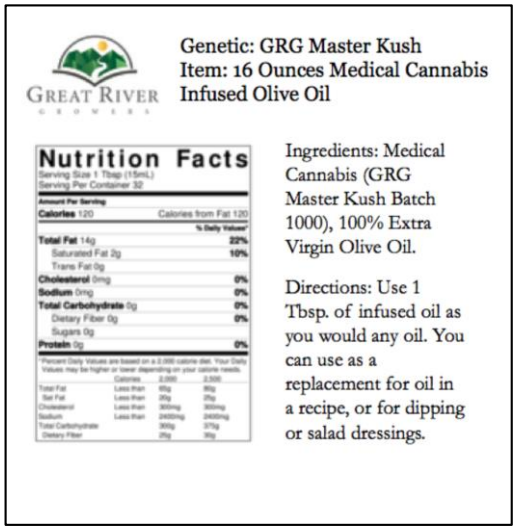
LLC Medical Cannabis-infused olive oil containers (i.e. pharmacy-grade liquid oval bottles) will have the following features:

- Light-resistant (100% UV light protection)
- Child-resistant ("push and turn" style vials)
- Shatter-resistant
- Recyclable
- Clearly indicated opening instructions
- FDA-approved materials

See image below for a sample of the proposed type of packaging:

Sample Label





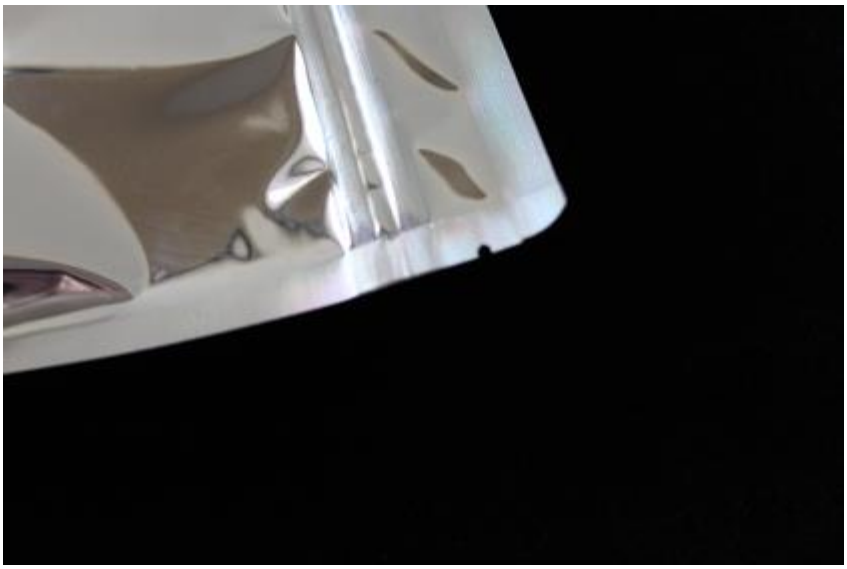
7.0 BAKED GOODS & EDIBLES

The production facility will produce four brands of single-dose, single-use baked goods and edibles (i.e. mini chocolate chip cookies, bite-sized brownies, popcorn and kettle corn) during the initial year of operation in order to accommodate the range of qualifying conditions and patient preferences (this is a particularly beneficial medicinal product for patients with lung irritation complications). Each product will only contain the basic ingredients of the edible foods itself and 60 mg of extracted Medical Cannabis-infused butter or oil, depending on the particular product.

All baked goods and edibles will be packaged in light-resistant, child-resistant packaging in compliance with section 21a-408-56 of the Regulations of Connecticut State Agencies. Products will be packaged in single-dose, single-use unit sizes only so that there will be no need to reseal packaging once opened (i.e. patients will consume the entire contents of the package which will be the equivalent of one dosage of Medical Marijuana). This approach prevents the potential exposure of the products to degradation from exposure to light and air, and it prevents any unintended use by children. Great River Growers LLC baked goods and edibles packages (i.e. heat-sealed Mylar foil ziplock pouches) will have the following features:

- Light-resistant (100% UV light protection)
- Child-resistant (these packages are not child resistant)
- Odor-proof
- Recyclable
- Clearly indicated opening instructions
- FDA-approved materials
- Tamper-evident

See images below for a sample of the proposed type of packaging:



Sample Labels

GREAT RIVER GROWERS

Genetic: GRG Master Kush
Item: 1 Medical Cannabis Infused Brownie Bite 30mg
Price: $XX.XX

400401

Medical Cannabis Batch 1000 / Infused Batch 1019

Total Terpenes Profile: 20.19%

THC = 17.68%, THCA = 2.2% CBD = 0.25%, CBDA = .06%

Medical Cannabis Packaged & Tested on 01/01/14 & MIP Packaged & Tested 01/10/14 by

Great River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

EXPIRES ON 01/24/14

GREAT RIVER GROWERS

Genetic: GRG Master Kush
Quantity: 1 Medical Cannabis Infused Brownie Bite 30mg

Nutrition Facts
Serving Size 1
Serving Per Container 1

Amount Per Serving	
Calories 140	Calories from Fat 23.4
	% Daily Values*
Total Fat 2.6g	**4%**
Saturated Fat 1g	**5%**
Trans Fat 0g	
Cholesterol 0mg	**0%**
Sodium 69mg	**3%**
Total Carbohydrate 31g	**10%**
Dietary Fiber 0.2g	**1%**
Sugars 28g	
Protein 1g	**2%**

*Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2400mg	2400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Ingredients: Medical Cannabis (GRG Master Kush Batch 1000), vegetable oil, all purpose flour, unsweetened dry cocoa, semi-sweet chocolate, brown sugar, sugar, light corn syrup, vanilla extract, fresh egg whites, salt, and baking soda.

This product is the equivalent of .5 grams medical cannabis flower

GREAT RIVER GROWERS

Genetic: GRG Master Kush
Item: 1 Medical Cannabis Infused Mini Chocolate Chip Cookie 30mg
Price: $XX.XX

400412

Medical Cannabis Batch 1000 / Infused Batch 1020

Total Terpenes Profile: 20.19%

THC = 17.68%, THCA = 2.2% CBD = 0.25%, CBDA = .06%

Medical Cannabis Packaged & Tested on 01/01/14 & MIP Packaged & Tested 01/10/14 by

Great River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

EXPIRES ON 01/24/14

GREAT RIVER GROWERS

Genetic: GRG Master Kush
Item: 1 Medical Cannabis Infused Mini Chocolate Chip Cookie 30mg

Nutrition Facts
Serving Size 1
Serving Per Container 1

Amount Per Serving	
Calories 60	Calories from Fat 15.3
	% Daily Values*
Total Fat 1.7g	**3%**
Saturated Fat 0g	**0%**
Trans Fat 0g	
Cholesterol 0.1mg	**0%**
Sodium 27.8mg	**1%**
Total Carbohydrate 6.5g	**2%**
Dietary Fiber 0.4g	**2%**
Sugars 1g	
Protein 0.7g	**1%**

*Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2400mg	2400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Ingredients: Medical Cannabis (GRG Master Kush Batch 1000), salted butter, all purpose flour, dry cocoa, semi-sweet chocolate chips, dark brown sugar, sugar, vanilla extract, egg white, salt, and baking soda.

This product is the equivalent of .5 grams Medical Cannabis Flower

GREAT RIVER GROWERS

Genetic: GRG Master Kush
Quantity: 2 oz Medical Cannabis Infused Buttered Popcorn 30mg
Price: $XX.XX

400431
Medical Cannabis Batch 1000 / Infused Batch 1021

Total Terpenes Profile: 20.19%

THC = 17.68%, THCA = 2.2% CBD = 0.25%, CBDA = .06%

Medical Cannabis Packaged & Tested on 01/01/14 & MIP Packaged & Tested 01/10/14 by

Great River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

EXPIRES ON 01/24/14

GREAT RIVER GROWERS

Genetic: GRG Master Kush
Quantity: 2 oz Medical Cannabis Infused Buttered Popcorn 30mg

Nutrition Facts
Serving Size 1 2 Oz. Package
Serving Per Container 1

Amount Per Serving	
Calories 90	Calories from Fat 41.4
	% Daily Values*
Total Fat 4.6g	**7%**
Saturated Fat 2g	**10%**
Trans Fat 0g	
Polyunsaturated Fat 0.7g	
Monounsaturated Fat 1.6g	
Cholesterol 15.5mg	**5%**
Sodium 635mg	**26%**
Total Carbohydrate 0.8g	**0%**
Dietary Fiber 0.1g	**0%**
Sugars 0g	
Protein 0.2g	**0%**

*Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2400mg	2400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Ingredients: Medical Cannabis (GRG Master Kush Batch 1000), canola oil, whole kernal white popping corn, unsalted butter, salt.

This product is the equivalent of .5 grams medical cannabis flower.

GREAT RIVER GROWERS

Genetic: GRG Master Kush
Quantity: 2 oz Medical Cannabis Infused Kettle Corn 30mg
Price: $XX.XX

400459
Medical Cannabis Batch 1000 / Infused Batch 1022

Total Terpenes Profile: 20.19%

THC = 17.68%, THCA = 2.2% CBD = 0.25%, CBDA = .06%

Medical Cannabis Packaged & Tested on 01/01/14 & MIP Packaged & Tested 01/10/14 by

Great River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

EXPIRES ON 01/24/14

GREAT RIVER GROWERS

Genetic: GRG Master Kush
Quantity: 2oz Medical Cannabis Infused Kettle Corn 30mg

Nutrition Facts
Serving Size 1 2 Ounce Package
Serving Per Container 1

Amount Per Serving	
Calories 100	Calories from Fat 58.5
	% Daily Values*
Total Fat 6.5g	**10%**
Saturated Fat 4g	**20%**
Trans Fat 0g	
Polyunsaturated Fat 1.7g	
Monounsaturated Fat 4.3g	
Cholesterol 15.5mg	**5%**
Sodium 323mg	**13%**
Total Carbohydrate 1.6g	**1%**
Dietary Fiber 0.1g	**0%**
Sugars 0.8g	
Protein 0.2g	**0%**

*Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2400mg	2400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Ingredients: Medical Cannabis (GRG Master Kush Batch 1000), canola oil, whole kernel white popping corn, unsalted butter, sugar, and salt.

This product is the equivalent of .5 grams Medical Cannabis Flower.

8.0 MEDICAL MARIJUANA TOPICAL OINMENT

The production facility will produce at least two types of Medical Marijuana infused topical ointments in order to accommodate the range of qualifying conditions and patient preferences.

Medical Marijuana infused topical ointments can be used to target specific areas where patients are experiencing pain and discomfort (this is a particularly beneficial medicinal product for patients with MS, ALS, Parkinson's, spinal cord nervous tissue damage (intractable spasticity), and acute pain). We plan on offering two types of topical ointments, one with THC and one without, in order to balance both patients' active and sedative needs. The intended types of tinctures that will be offered are:

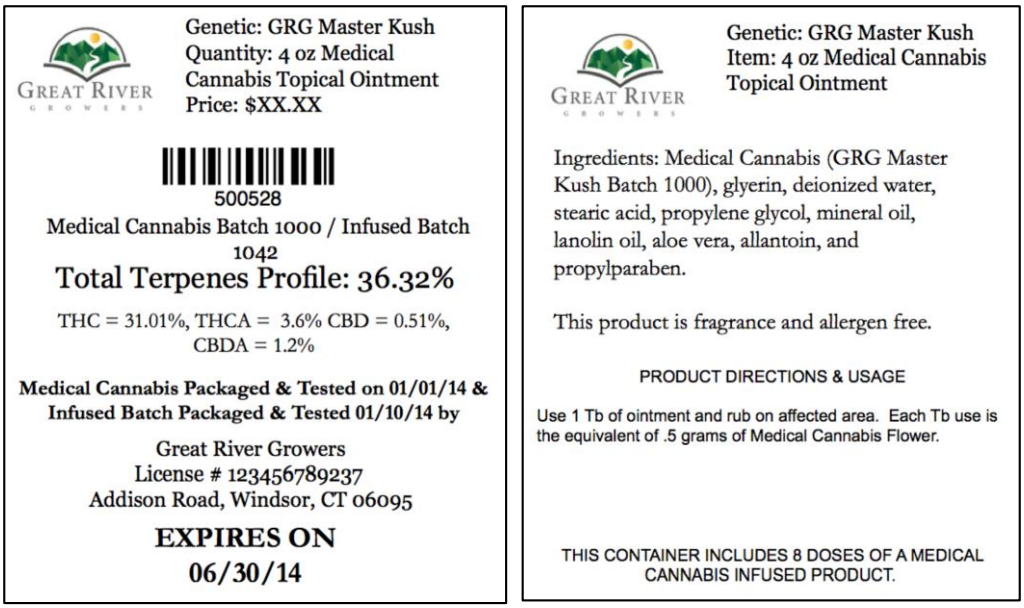
- THC/CBD extract topical ointment
- CBD only extract topical ointment (non-THC)

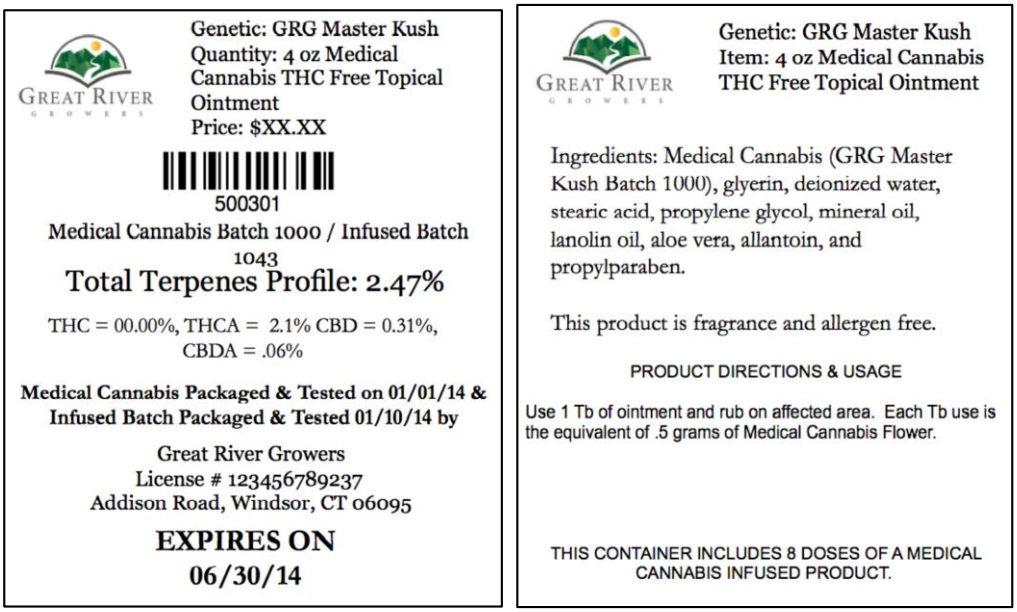
All ointments will be packaged in light-resistant, child-resistant packaging in compliance with section 21a-408-56 of the Regulations of Connecticut State Agencies. Products will be in unit sizes of 4 ounce only. Great River Growers LLC Medical Cannabis topical ointment vials will have the following features:

- Light-resistant (100% UV light protection)
- Child-resistant ("push and turn" style vials)
- Shatter-resistant
- Recyclable
- Clearly indicated opening instructions
- FDA-approved materials

See image below for a sample of the proposed type of packaging

Sample Labels





9.0 MEDICAL MARIJUANA CAPSULES

The production facility will produce at least two types of Medical Marijuana infused capsules in order to accommodate the range of qualifying conditions and patient preferences. We plan on offering two types of infused capsules, one with THC and one without, in order to balance both patients' active and sedative needs. The intended types of capsules that will be offered are:

- THC/CBD extract tincture
- CBD only extract tincture (non-THC)

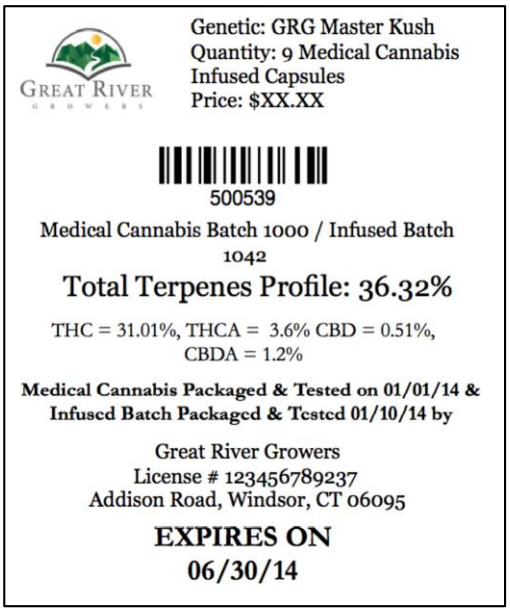
All capsules will be made from pharmaceutical grade (vegan, kosher, and hallal) gelatin and will be packaged in light-resistant, child-resistant packaging in compliance with section 21a-408-56 of the Regulations of Connecticut State Agencies. Products will be in single serving capsules,

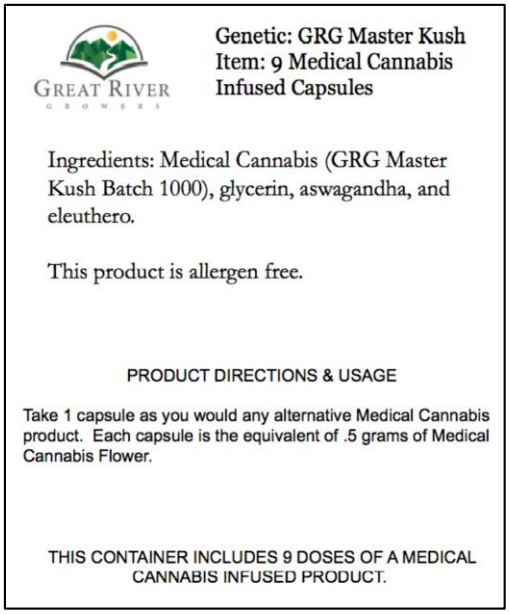
and come in packages of 8. Great River Growers LLC Medical Cannabis tincture containers (i.e. pharmacy-grade liquid oval bottles) will have the following features:

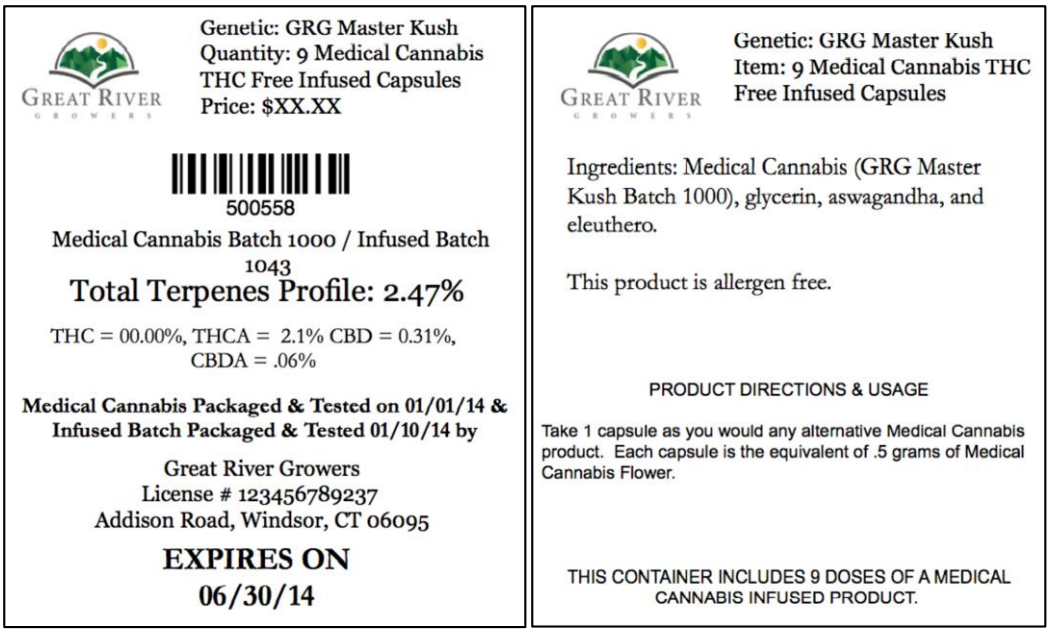
- Light-resistant (100% UV light protection)
- Child-resistant ("push and turn" style vials)
- Shatter-resistant
- Recyclable
- Clearly indicated opening instructions
- FDA-approved materials

See image below for a sample of the proposed type of packaging

Sample Labels







10.0 MEDICAL MARIJUANA INDIVIDUAL VAPORIZER CARTRIDGE

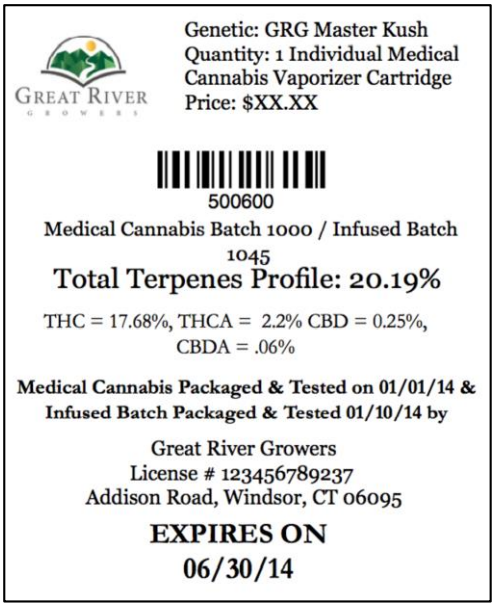
The production facility will produce at least one individual Medical Marijuana infused single use vaporizer cartridges. These cartridges can be used in commercially available vaporizers, and will be the equivalent of .5 grams of Medical Marijuana flower:

- Medical Marijuana Individual Vaporizer Cartridge

All cartridges will be packaged in light-resistant, child-resistant packaging in compliance with section 21a-408-56 of the Regulations of Connecticut State Agencies. Products will be in unit sizes of 3, 6 or 9 cartridges. Great River Growers LLC Medical Cannabis Individual Vaporizer Cartridges will be packaged in containers (i.e. pharmacy-grade liquid oval bottles) will have the following features:

- Light-resistant (100% UV light protection)
- Child-resistant ("push and turn" style vials)
- Shatter-resistant
- Recyclable
- Clearly indicated opening instructions
- FDA-approved materials

Sample Labels



GREAT RIVER GROWERS

Genetic: GRG Master Kush
Quantity: 1 Individual Medical Cannabis Vaporizer Cartridge
Price: $XX.XX

500600

Medical Cannabis Batch 1000 / Infused Batch 1045

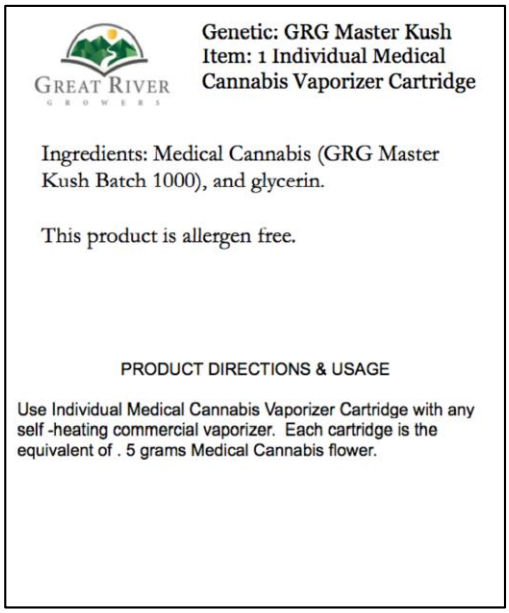
Total Terpenes Profile: 20.19%

THC = 17.68%, THCA = 2.2% CBD = 0.25%, CBDA = .06%

Medical Cannabis Packaged & Tested on 01/01/14 & Infused Batch Packaged & Tested 01/10/14 by

Great River Growers
License # 123456789237
Addison Road, Windsor, CT 06095

EXPIRES ON
06/30/14



GREAT RIVER GROWERS

Genetic: GRG Master Kush
Item: 1 Individual Medical Cannabis Vaporizer Cartridge

Ingredients: Medical Cannabis (GRG Master Kush Batch 1000), and glycerin.

This product is allergen free.

PRODUCT DIRECTIONS & USAGE

Use Individual Medical Cannabis Vaporizer Cartridge with any self -heating commercial vaporizer. Each cartridge is the equivalent of . 5 grams Medical Cannabis flower.

GREAT RIVER
GROWERS

Appendix I2

Facility Access Plan

In Re: RFA Section C Question 2(b)

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

FACILITY ACCESS PLAN

1.0 FACILITY ACCESS PLAN OVERVIEW

Aside from registered production facility employees, no person will be permitted on the premises of the production facility. Exceptions will be made for local law enforcement, for the Commissioner of the Department of Consumer Protection or the Commissioner's authorized representative, and for federal, state of Connecticut and local government officials acting in a manner necessary for the performance of their respective governmental duties. Temporary access will be permitted (1) for laboratory staff for the sole purpose of identifying and collecting Medical Marijuana samples for purposes of conducting laboratory tests, and (2) for other persons upon prior written request to and approval from the Commissioner or the Commissioner's authorized representative (collectively, "Visitors").

All Visitors permitted on Great River Growers LLC's facility premises are required to first obtain and display at all times while on the premises a visitor identification badge from security personnel. A security staff member or another authorized production facility staff member will escort and monitor Visitors at all times while on the premises. Upon exiting the production facility, all Visitors must return the visitor identification badge to security personnel.

Upon each instance that a Visitor enters or exits the production facility, a designated security staff member will record the date, time and purpose of the visit on the facility's Visitor Log-In Form, which will be maintained and made available in accordance with section 21a-408-70 of the Regulations.

If it is impractical to obtain prior approval from the Commissioner or the Commissioner's authorized representative for a Visitor's permission to be on the facility premises due to an emergency situation, Great River Growers LLC will provide written notice to the Commissioner as soon as practical after the onset of the emergency. Such written notice will include the name and company affiliation of the Visitor, the purpose of the visit, and the date and time of the visit. During emergency visits, all company access and Visitor policies will be strictly observed, including but not limited to the log-in procedure and the escort/monitor procedure.

2.0 PROCEDURE FOR PREVENTING ENTRY TO PRODUCTION FACILITY

Great River Growers LLC plans to secure the perimeters of the production facility such that access to the facility is only possible through the secured front door, which is within the view of professionally installed and maintained surveillance camera system and protected by locks and alarms. Production facility staff and/or Visitors will only be permitted into the building by security personnel once it has been determined that it is safe to do so (i.e. after confirmation through the surveillance system that no security threats have been observed). Once in the building, entrants must wait in the secured lobby area while security personnel verify employment or Visitor status.

For more information on the surveillance system and the alarm system, please refer to the Confidential Security Plan (Appendix A, Section M, Question 88 of this application).

Upon verification, each entrant must fill out the facility's Log-In Form identifying their name, date, time of entry, and purpose for internal record purposes. At that time, either (1) a security staff member or another authorized production facility staff member will escort and monitor Visitors' entry in the interior of the production facility, or (2) the production facility employee will use his or her access card or thumbprint to enter the interior of the facility and the restricted-access areas within the facility.

The access control system that Great River Growers LLC intends to use has been designed to provide accountability and limit access both to the registered production facility and within the facility – particularly those areas that house critical assets such as the vault, the cultivation areas, the kitchen area, and surveillance room. Using state-of-the-art technology, the access system intended to be utilized will grant entry through the use of card readers and biometric locks that require thumbprint recognition for access. The access system will allow the security department to maintain a full audit trail of everyone who enters or leaves the facility and any secure area within the production facility.

As an additional measure to prevent unauthorized entry to the production facility, including the limited-access areas within the facility, security personnel will ensure that all locks and security equipment in the facility are in good working order at all times, particularly the locks to the building entrance, the lobby area, the dispensary department, surveillance room, and the vault room (entry to such areas will be locked at all times). Security personnel will monitor the premises to make sure no keys or access cards are left unattended or stored in a location accessible to persons other than specifically authorized employees.

Great River Growers LLC will also post a sign, which will be twelve inches by twelve inches, at all entry ways into any area of the production facility containing Medical Marijuana that states: "DO NOT ENTER – LIMITED ACCESS AREA – ACCESS LIMITED TO AUTHORIZED EMPLOYEES ONLY."

Furthermore, security personnel will visually monitor employee and Visitor entry to the production facility, including the limited-access areas within the facility. All employees will be required to obtain and have on their persons a color-coded identification card while working at the production facility. Only those employees possessing a valid identification card who have been authorized by security to enter the facility and by management to enter restricted-access areas within the facility will be able to enter through the use of biometric fingerprint readers as Section 3.0 below.

3.0 EQUIPMENT PREVENTING ACCESS

Great River Growers LLC intends to use the XR500 Series Access/Burglary/Fire 574-Zone

Command Processor Panel. The XR500 is an integrated burglary, fire and access control system that can be configured for users to gain access and disarm the area using a single card reader. The XR500 system can restrict access by schedule, arming level, or other criteria.

The specific reason for access denial can be displayed on the keypad, stored in events, logged on a local printer, sent to the central station, and to DMP Advanced Reporting software. An anti-passback feature is also available. Any access control reader with a Wiegand output can be connected to the XR500 series panel. Card reader inputs can be attached to up to 16 different locations.

Great River Growers LLC intends to install at least five (5) alarm control keypads (LCD touchpad terminals) at the following locations:

- One (1) - Secured lobby area (Armed Area 1)
- One (1) – Cultivation area (Armed Area 2)
- One (1) – Kitchen area (Armed Area 3)
- One (1) – Vault room area (Armed Area 4)
- One (1) – Staging area (Armed Area 5)

In addition, Great River Growers LLC intends to install at least eleven (11) full-featured Biometric Fingerprint Reader Access Control Devices with HID Proximity and Integrated Pin Pad at the following locations to control access to areas of the facility:

- One (1) – Secured lobby area (Armed Area 1)
- One (1) – Cultivation area entrance (Armed Area 2)
- One (1) – Trimming area entrance (Armed Area 3)
- One (1) – Break room entrance (Armed Area 4)
- One (1) - Vault room entrance (Armed Area 5)
- One (1) - Office entrance (Armed Area 6)
- One (1) - Kitchen area entrance (Armed Area 7)
- One (1) - Packaging and labeling area entrance (Armed Area 8)
- One (1) – Production and manufacturing area entrance (Armed Area 9)
- One (1) – Drying and curing area entrance (Armed Area 10)
- One (1) – Surveillance area entrance (Armed Area 11)

GREAT RIVER
GROWERS

Appendix I3

Odor Control Plan

In Re: RFA Section C Question 2(c)

ODOR CONTROL PLAN

1.0 AIR TREATMENT OVERVIEW

Great River Growers LLC considers the treatment of air within the production facility as one of the most important and sensitive features of the company's operations, particularly with regards to the control of odor nuisances that could negatively affect our neighbors. The organization intends to implement a plan to offset, neutralize, mask, and otherwise reduce the odors produced from the cultivation and production of Medical Marijuana through the use of commercial grade activated carbon filters and other proven odor-neutralizing products.

2.0 ODOR CONTROL PLAN IN AREAS CONTAINING MEDICAL MARIJUANA

River Growers will use an extensive air filtration system throughout all areas of the facility which contain Medical Marijuana in any form. Such system consists of a collection of activated carbon filters, such as the Can-Filter 150, with correlating powerful exhaust fans to move the air, such as the 12 inch Max-Fan.

Activated carbon filters use a bed of activated carbon to remove contaminants and impurities through chemical adsorption. Adsorption is a process whereby pollutant molecules passing through the filter are trapped inside the pore structure of the carbon substrate. By using activated carbon, which is a processed form of carbon characterized by small, low-volume pores, effectively increased the surface area available for adsorption thereby increasing the efficiency of the adsorption process.

The Can-Filter series of activated carbon filters were specifically designed for air treatment and odor control in odor-sensitive areas such as hospitals and gymnasiums. Using a combination of the Can-Filter 150 with the powerful 12 inch Max-Fan, Great River Growers LLC will be able to filter and replace 1 cubic foot of air per minute, thereby effectively scrubbing unwanted odors emanating within and from the facility. Of course, the exact number of filters and fans in each area of the production facility will be dictated by the respective volume of each room.

For more information on the Can-Filter 150 and the 12 inch Max-Fan, visit www.canfilters.com

Below is are images of the Can-Filter product line followed by product specifications for the Can-Filter 150:

Specifications

Max **Recirculating (Scrubbing)** CFM: 2520 cfm / 4200 m³h
Max **Exhaust** CFM: 1260 cfm / 2100 m³h
@ 0.1 sec contact time
Recommended Min Airflow: 630 cfm / 1056 *m³/h*
Prefilter: Yes
Flange: 10", 12", 14"
Dimensions: (with pre-filter)
·Outside Diameter: **42cm / 16.5"**
·Height: **150cm / 60"**
·Total Weight: **71kg / 156lbs**
·Carbon Weight: **56kg / 123lbs**
·Carbon Bed Depth: **6.5cm / 2.56"**
Max Operating Temp: 80ºC
Pressure drop at max cfm: 180pa / .75"wg

Below is an image of the 12 inch Max-Fan followed by such product's technical specifications:

FAN MODEL	CFM	RPM	MAX WATTS	MAX AMPS.	DUCT DIA.	LENGTH	BLADE DESIGN.	HOUSING	INLET/ OUTLET
12"	1708	3374	489	4.1	12"	12 1/8"	Mixed Flow	Galvanized	12"

3.0 ODOR CONTROL PLAN IN ALL OTHER AREAS

In all areas of the production facility where there is no Medical Marijuana, particularly the areas of ingress and egress to the building (i.e. the lobby area), Great River Growers plans to utilize ONA brand odor neutralizing agents to prevent odor nuisances that may escape the facility. ONA is manufactured by Odorchem Manufacturing Corp., whose business model focusses on industrial and commercial strength odor control for sewage treatment plants, rendering plants, chemical plants, and hydroponic gardens. The ONA product line neutralizes virtually every organic and non-organic odor, leaving only a clean, fresh scent. The active ingredients are plant based and completely safe around people, plants and pets.

Great River Growers LLC plans to use the ONA Gel in conjunction with the ONA Storm to prevent unwanted odors from emanating from the production facility. The ONA Gel is a blend of the ONA Liquid and various suspension elements resulting in an odor neutralizing product that has excellent dispersion qualities and can be released in a controlled manner through the use of a dispenser. The ONA Storm dispenser is an ideal tool for neutralizing airborne odors in larger areas such as schools, gymnasiums and office buildings. This product, specifically designed for use with 20 liter ONA Gel pails, has adjustable airflow control and can evenly distribute ONA for areas up to 10,000 square feet, using less power than most light bulbs (90 watts).

For more information on ONA products, visit www.onaonline.com

Below are images of the Ona Gel product line:

Below is an image of the ONA Storm followed by such product's technical specifications:

Specifications

- Weight: 7.7 kgs (17 lbs)
- Ship weight: 8.2 kgs (18 lbs)
- Capacity of pail: 20 liters (5 US gallons)
- Output: up to 225 cubic feet per minute
- Power consumption: up to 90 watts
- Power: 115 Volts/0.7 amps
- Cycle: 60 Hertz
- Dimensions: 16"L x 16"W x 21"H

GREAT RIVER
GROWERS

Appendix I4

Training and Continuing Education Plan

In Re: RFA Section C Question 2(d)

TRAINING & CONTINUING EDUCATION PLAN

1.0 TRAINING & CONTINUING EDUCATION OVERVIEW

All qualified candidates for positions with Great River Growers LLC will be hired on a three month probationary status, no matter the position within the organization. During this period, employees will participate in a rigorous training process and will be evaluated for long-term suitability in the restricted-access medical environment. Training will include the comprehensive Employee Handbook and other relevant reading materials, lectures by qualified professionals, one-on-one and group hands-on training sessions, a mentoring program and taking quizzes to assure the proper information is being retained.

Great River Growers LLC's training and continuing education program is an investment that provides an incredible return on the company's training dollars and resources. Well-trained production facility employees can build our reputation, improve morale and cohesiveness, provide better customer service, save resources and generate returns for the company, while poorly trained employees can cost the company in countless ways. When employees are well-trained, they are:

- Better equipped to provide exceptional service to dispensary facility clientele;
- Better prepared to protect against diversion, theft or loss of Medical Marijuana products;
- Better able to prevent unadulterated, pharmaceutical-grade Medical Marijuana and other operational mistakes;
- More knowledgeable about the company's products;
- More enjoyable to work with, which can positively impact employee retention;
- More confident on the job. Confident employees are able to work smarter and faster, increasing efficiency and productivity levels; and
- Greater assets to the company. Competent employees breed higher productivity levels than untrained, low-performing employees. The production facility will require a fewer number of overall staff members if such staff members are high-performance employees, which means lower labor costs.
- More likely to stay at the company and view this as a career opportunity for team members and their families – building this corporate culture is critical to our long-term success.

Orientation training will be given to each new production facility employee and must be completed before any staff member is permitted to begin work in the facility. A certificate of

completion will be given upon the successful conclusion of the orientation program.

Training and education will include issuing the Employee Handbook and other reading materials to all production facility employees during orientation training, on-going lectures and seminars by qualified professionals, hands-on training from management, and quizzes to assure the lessons take hold and can be implemented without doubt or confusion. Customized programs provide ample training and education opportunities within each department of the facility (i.e. cultivation department, kitchen, alternative products department, security department, and delivery). The general training and education program will consist of the following modules:

- Operational training is led by the General Manager. The module includes policies and procedures preventing the adulteration of products, proper clean-room policies, general business policies and procedures, conflict-resolution practices, and the handling of confidential information. Operational training will include at least one two-hour session during orientation training.
- Legal training is led by Chief Legal Advisor, Troy F. Kaplan, Esq. MBA – a leading Medical Cannabis attorney with nationwide industry experience, or his trained representative. Mr. Kaplan has developed a comprehensive legal training program covering Federal laws related to Marijuana, sentencing guidelines, relevant case law, proper guidelines regarding patient confidentiality, and best-practices in production facility operations. Other topics will include the rules and regulations of the production facility, sexual harassment training, effective interaction with law enforcement personnel and the rights and responsibilities of Medical Marijuana program participants. Legal training will include at least one two-hour session during orientation training.
- Supplemental legal training specific to Connecticut law, in particular statutes, regulations, and case law as it relates to Medical Marijuana in the State, will be led by a locally licensed attorney. The legal obligations of licensed dispensary facility and production facilities will be emphasized. Supplemental legal training will include at least one two-hour session during orientation training. As the law develops further, continuing education sessions will be offered to staff from time to time.
- Safety and security training is led by the Bernie Sullivan, Chief Security Advisor, or his trained representative. Topics include acceptable currency identification and counterfeit detection, lock and alarm procedures, perimeter and entrance control, robbery response techniques, raid preparedness, conflict resolution techniques and diversion, theft and loss detection techniques.

Safety and security training will include at least one three-session during orientation training. As needed, we will invite members of our security team who are also retired law enforcement to provide continuing education and situational awareness modules relating to diversion and best practices.

- Alarm system and restricted access system training is led by the Security Manager. Topics include the location of the alarm system components, particularly the panic alarms and holdup alarms, the operation of the duress alarm, and the proper practices with regards to the biometric locks. Diversion, theft and loss detection techniques will be emphasized during this module again. Alarm system and restricted access system training will include at least one one-hour session during orientation training.
- Basics of Marijuana training is led by company QA/QC and Inventory Procurement personnel. Topics include the history of Cannabis, hemp, Medical Marijuana, and the various forms of Medical Marijuana products currently available. Cannabis genetics and the specific effects of medicinal strains, particularly those produced by the production facility will be emphasized. Basics of Medical Marijuana will include at least one one-hour session during orientation training.
- Crises Preparation & Prevention training is led by the Security Manger. Topics include the preparation for the handling of any crises that affects the security or operation of the facility in the event of a strike, fire, flood, or other natural disaster, or other situations involving local, state, or national emergency. The lesson will focus on crises prevention techniques as well. Crises Preparation & Prevention will include at least one one-hour session during orientation training.

A professional human resources management firm will provide assistance with the performance review process for all employees, staff recruitment efforts for each department, and proper file management. Local legal counsel will be retained to regularly provide on-site compliance checks and training seminars for all staff members.

Security Training Details

Great River Growers LLC will train security personnel in industry standards and crime prevention prior to deployment. All security personnel will be required to complete a nationally developed safety training program, a formal evaluation, and an orientation and annual training seminar as a condition of employment within Great River Growers LLC's production facility.

All dispensary facility personnel in every department will be trained in conflict resolution and the handling of emergency situations, including procedures for communicating with local law enforcement.

Furthermore, all production facility employees, including security personnel, will receive a copy of Great River Growers LLC's Safety Handbook during their orientation training. The Safety Handbook includes procedures for natural disasters (fire, earthquake, etc.), robbery, biological threats, evacuation plans, as well as safety and security prevention measures to ensure the safest environment possible and the ongoing well-being of production facility staff and the surrounding area.

In addition, dispensary facility employees will be trained on the operation of the alarm and camera systems, if appropriate given the staff member's responsibilities within the organization. A certificate of completion for all training will be provided to trained participants.

Protection Against Diversion, Theft or Loss Training

Great River Growers LLC's training for the protection against diversion, theft or loss will include the following:

- Personalized training led by the Chief Security Advisor (or a trained representative) and the Security Manager for all production facility staff during orientation training focusing on detection, prevention, and reporting techniques and procedures;
- Personalized training led by the Security Manager for all authorized production facility staff during orientation training focusing on the proper use and maintenance of security equipment, proper protocol when an incident occurs, and other best-practices techniques for detection and prevention;
- Continuing education courses for all security personnel, including any trained guards affiliated with the Fraternal Order of Police, to ensure that even the experienced experts on staff maintain an on-going commitment to always be up to date on new technologies, policies, and procedures;
- A review course covering Great River Growers LLC's Safety Handbook during orientation training;
- Customized training based on the layout of the production facility to ensure all staff members are familiar with the premises and can better assist security personnel and/or local law enforcement upon the happening of any incident;
- Authorized production facility employees will be trained one-on-one by the General Manager in internal loss-prevention methods, standard retail cash-handling procedures, tracking of daily reimbursements and expenses, and tracking inventory using GramTracker and Adilas Software (a seed-to-sale inventory

tracking system intended to be utilized by the dispensary facility); and

- Appropriate authorized staff members will be trained one-on-one by the Security Manager to conduct transportation and delivery of product in a safe and secure manner according to Great River Growers LLC protocol. Training will focus on procedures taken in case of emergencies, unlawful activity, traffic accidents, and improper receiving procedures by dispensary facility clientele.

Product Knowledge Training

Great River Growers LLC's training for general product knowledge will include the following:

- Production facility employees will be trained by the Chief Horticulturalist Advisor, or a trained authorized representative, in the history and various forms of Medical Marijuana;
- Production facility employees will be trained by the Chief Horticulturalist Advisor, or a trained authorized representative, on Cannabis genetics, chemical uniqueness and the effects of different medicinal strains and products, particularly those produced by Great River Growers LLC; and
- Authorized staff will be trained one-on-one by the Senior Horticulturalist and/or Manufacturing & Inventory Manager on the characteristics of the strains produced on-site, the effects of the various alternative products produced at the facility, production methods and effects of concentrates/extractions, and proper storage procedures.

Production Training

Great River Growers LLC's training for the production of Medical Marijuana products will include the following:

- Authorized production facility employees will be trained one-on-one by the Chief Horticulturalist Advisor and/or Senior Horticulturalist on advanced Cannabis studies, particularly in relation to cultivation techniques;
- Authorized production facility employees will be trained one-on-one by the Manufacturing & Inventory Manager on advanced Cannabis studies, particularly in relation to safe and effective

extraction techniques, concentrate production, baked goods production, and alternative products production;

- Authorized production facility employees will be trained one-on-one by the Senior Horticulturalist on the safe and proper operation of all cultivation equipment, irrigation methods, measuring tools, plant growth cycles, organic cultivation methods, pest management and disease control, environmental and genetic issues, quarantine procedures, and general product and staff safety;

- Authorized production facility employees will be trained one-on-one by the Senior Horticulturalist on company-specific cultivation techniques, seed germination, cloning, harvesting, trimming, and advanced curing and storage techniques;

- Authorized production facility employees will be trained one-on-one by the Manufacturing & Inventory Manager on the safe and proper operation of all extraction, kitchen, and alternative products equipment; and

- Authorized production facility employees will be trained one-on-one by the Manufacturing & Inventory Manager on advanced extraction techniques, concentrate production methods, baking techniques, alternative product production methods, quarantine procedures, and general product and staff safety.

Production of Unadulterated, Pharmaceutical-Grade Medical Marijuana Training

Great River Growers LLC's training for the production of unadulterated, pharmaceutical-grade Medical Marijuana will include the following:

- All production facility employees will be trained by the General Manager in the company standards and procedures for ensuring the utmost cleanliness and sterility at the facility;

- Authorized production facility employees will be trained one-on-one by the Manufacturing & Inventory Manager in the proper methods and techniques for the processing, packaging, and labeling of products in accordance with the Food and Drug Administration's "Current Good Manufacturing Practice in Manufacturing, Packaging, Labeling, or Holding Operations for Dietary Supplements," 21 CFR 111;

- Authorized production facility employees will be trained one-on-one by the Manufacturing & Inventory Manager to accurately read, assess, and analyze the results of active ingredient analyses,

microbiological contaminants analyses, mycotoxin analyses, heavy metal analyses, and pesticide chemical residue analyses to ensure that adulterated or otherwise unsafe products are immediately quarantined and disposed of in accordance with company policy and state law;

- Authorized production facility employees will be trained one-on-one by the Senior Horticulturalist and/or Manufacturing & Inventory Manager in the safe and sanitary methods used for cultivating, producing, harvesting, trimming, curing, extracting, processing and packaging plants or products;

- Authorized production facility employees will be trained one-on-one by the Senior Horticulturalist and/or Manufacturing & Inventory Manager in "clean room" techniques to ensure the cleanliness and orderliness of the cultivation areas, kitchen, and all other areas containing plants or products in the facility; and

- Authorized production facility employees will be trained one-on-one by the Senior Horticulturalist in organic cultivation methods, including the use of organic products, proactive pest and disease control, proper sanitization of tools and clothing, and the proper storage of products;

Transportation Training

Great River Growers LLC's training for the transportation of products will include the following:

- Authorized production facility employees will be trained one-on-one by the General Manager in the company protocol for loading and unloading products for delivery to registered dispensary facilities, procedures for maintaining communication with the production facility during deliveries, procedures taken in case of traffic accidents, procedures taken in case of robbery, and procedures taken in case of other emergency;

- Authorized production facility employees will be trained one-on-one by the General Manager in the proper preparation of shipping manifests and other required records related to the transportation and delivery of products to registered dispensary facilities, the proper use of the locked, safe, and secure closed-compartment storage trunk of the delivery vehicle, and the security protocol for loading and unloading products upon arrival to the dispensary facility receiving the products; and

- Authorized production facility employees will be trained one-on-

one by the General Manager in policies and procedures in compliance with section 21a-408-60 regarding transportation of products, including the prohibition against making stops before reaching the dispensary facility destination, the randomized nature of the delivery schedule, the need for at least 2 delivery staff members in the delivery vehicle when products are contained therein.

2.0 TRAINING & EDUCATION PROGRAM DESIGN

Great River Growers LLC's training and education consists of leader-led, on-the-job training programs. Such programs are designed to guide skilled trainers (usually departmental management) a step-by-step guide through delivering proper and effective training while accommodating the on-going needs of the dispensary facility.

- The program consists mainly of demonstrations by and discussions with the trainers, as well as on-the-job shadowing and practice. There is some study time where the trainee is left alone to learn the necessary information and procedures.
- Basic knowledge is tested using "quizzes," and more comprehensive knowledge and skills are tested with a "Final Performance Test" upon the completion of training. Performance testing is conducted so that trainers and upper management can ensure that the trainee is ready to be a fully functioning employee once training has wrapped.
- Each training module or program is detailed in that program's *Leader's Guide.* Every program has a *Leader's Guide* and a companion *Trainee Workbook*.

Leader's Guides

Definition of "Leader's Guide." Each training module in the overall curriculum has a corresponding *Leader's Guide* to help train associates to become high-performing members of their department team. The Leader's Guide contains instructions on how to train (in general) and how specifically to train in the designated subject area. It contains important tools to be used in the training process. It is not meant to be an operational reference; it is solely meant to guide training procedures.

Intended User. Every trainer should have their own copy of a *Leader's Guide* to mark up, highlight, and make their own. They will use this same copy indefinitely for all trainees unless an updated version is released. If an updated version is produced, the old version would be replaced with the newer version.

Human Resources Copy. One master copy of each *Leader's Guide* should reside with the Human Resources personnel for reference.

Tab Organization. Tabbed dividers within the *Leader's Guide* make it easy to find the information that trainers need. The tabs include the following:

- How to Train Effectively
- Learning Objectives & Facilitator Scripts
- Quizzes
- Final Performance Test

Trainee Workbook

Every dispensary facility employee will be issued their own individual *Trainee Workbook* during orientation training. The workbook contains pertinent operational guidelines and has ample space for handwritten notes so that each trainee has the opportunity to learn in the most effective means possible. Highlights of the *Trainee Workbook* include the following:

- Each trainee has their own *Trainee Workbook* that allows them to jot down notes and reminders, write down specific information discussed in each day's recap, and record answers to questions, etc.
- The *Trainee Workbook* acts as an accompaniment to the *Leader's Guide*, used as a tool for the trainee.
- A copy of the Final Performance Test is included in the *Trainee Workbook* as a reference. Each Trainee is responsible to know all aspects of the business for which they will be held accountable.

Operations Tools

Each department at Great River Growers LLC has its own *Operations Manual* that is intended to be a one-stop collection for all policies and procedures related to that department. *Operations Manuals* are considered confidential company property and may not be taken off the premises. Some highlights of the *Operations Manuals* include the following:

- The *Operations Manuals* and all supplemental operational references are the most critical tools in the training process. The *Leader's Guide* instructs the trainer to utilize specific sections of these materials throughout the training.
- The *Operations Manual* and supplemental operational references

are given to employees as a readily accessible source for them to retain for the future and references as needed in their various roles.

- An "Updates" appendix is included in the manual for staff to collect new policies and procedures as they are released. Once a new version of the manual is published, staff may discard the old version and reference the new one. In addition, instructions for how to update the manual are provided as the first page in each department's *Operations Manual*.
- Each department's manager is responsible for keeping a copy of the most up-to-date manual available to employees for on-going reference.

Job Aids

There are a number of operational "Job Aids" that are stored in each dispensary facility department. Job Aids include items such as daily checklists, packaging charts, weight charts, etc. Such documents are available for reference and utilization during the training and education of employees but are also for daily use during normal operations.

3.0 TRAINING AND EDUCATION CURRICULUM

Below are sample overviews of several mandatory training modules for the training and education of all Great River Growers LLC employees. More advanced courses will be offered after the facility is operational for three months and will be offered at regular intervals over time from that point forward.

Medical Marijuana and the Law

Overview of Medical Marijuana Law & History in U.S.		✹
Description:	Brief outline of the history of Medical Marijuana law in the United States, starting with Prop 215 in California and leading up to a brief synopsis of the current wave of Medical Marijuana laws sweeping the country.	
Objectives:	Educate the production facility staff members about the politics of Medical Marijuana and the differences and similarities between the Connecticut program and those of other states, including how regulations work in different areas.	
Length:	2 hours	
Method:	Lecture & Handout	
Overview of Connecticut Medical Marijuana Law		✹

Description:	Overview of the Medical Marijuana laws in Connecticut, covering key points of legislation and rules that dispensary facilities and production facilities must follow to be compliant.
Objectives:	Production facility staff will learn about the history of Medical Marijuana law in Connecticut and how it relates to business processes and procedures for a production facility. The module will focus on policies for the facility to be compliant with the law. The course will also identify key aspects of operations that require special attention in order to function with strict adherence to the law, such as the production of unadulterated Medical Marijuana products.
Length:	2 hours
Method:	Lecture & Handout
Connecticut Legislation and Relationship to US Federal Law	✹
Description:	This course breaks down the legality of Medical Marijuana use based on the sections 21a-408 to 21a-408q, inclusive, of the Connecticut General Statutes and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies and the relationship of these laws to federal legislation. Compliance issues regarding both Federal and state law will be addressed.
Objectives:	This course will highlight the Connecticut laws as they compare to federal regulations where Marijuana is classified as a Schedule I drug. The course will highlight how the federal government does not recognize any medicinal use of Marijuana, actions taken by the federal government in past years, the roles of the DOJ, DEA and FDA, and current federal policies as set forth by the Obama Administration.
Length:	1.5 hours
Method:	Lecture & Handout

Operational Policies & Procedures

Key Production Facility Operational Standards	✹
Description:	This course details key points of the Connecticut legislation regarding proper handling procedures, cultivation procedures, production and manufacturing procedures, packaging and labeling procedures, transportation and delivery procedures, the proper handling of confidential information, security requirements, and the prevention of diversion, theft or loss.

Objectives:	Employees will learn the proper procedures according to the Connecticut law for the cultivation and production of Medical Marijuana to registered dispensary facilities, including the processes for packaging, labeling, transportation, and delivery. Employees will be educated in key methods of recognizing misrepresentations by registered dispensary facilities, including fraudulent methods used to obtain Medical Marijuana illegally, and communication methods to circumvent situations such as this. Employees will learn diversion prevention techniques involving how to account for natural weight loss in products, how to verify dispensary facility employees upon delivery, and how to respond to robbery attempts. Employees will learn the proper procedures for operating a production facility so as to remain strictly compliant with the law at all times and to prevent the adulteration of products. All employees will be educated in the proper handling of confidential information and how to prevent misuse of the same. This course will teach the employee specific Connecticut regulations regarding advertising, promotion, and marketing of Medical Marijuana under the law, allowable signage including marketing incentives that are prohibited to ensure compliance with the law. Employees are educated in techniques for the prevention of diversion, theft or loss, and company procedures for operational compliance with the law. Additional topics include the company security plan and procedures for safety of the facility, including a review of security compliance, limited access areas, daily security procedures and transportation (delivery) safety and procedures. The course educates employees about the medicinal effects of Marijuana on the human body, including a review of the different effects by strain genotype. The lesson will highlight the effects of Marijuana while driving or operating heavy machine and the relationship between medical studies and Connecticut law, which prohibits use of Medical Marijuana while driving. Employees will learn the Connecticut laws pertaining to product labeling and packaging, including the specific requirements for labels and receipts.	
Length:	4 hours	
Method:	Lecture & Handout	
Business Structure & the Relationship of Dispensary Facilities and Production Facilities		✹
Description:	This course details Connecticut law pertaining to cultivation, production, manufacturing, transportation, and sales of Medical Marijuana from both a dispensary facility and production facility viewpoint including Great River Growers LLC-specific processes.	
Objectives:	Employees will learn the actual Connecticut statutes regarding sales and how the business structure of Great River Growers LLC has been designed to operate in strict compliance with all rules, laws, guidelines and regulations. Employees also learn the processes and procedures for sales to registered dispensary facilities, transportation/delivery and state compliant disposal procedures.	
Length:	1.75 hours	
Method:	Lecture & Handout	

4.0 CONTINUING EDUCATION OPPORTUNITIES

All Great River Growers LLC employees will be given ample opportunities for continuing education during their careers with the company. We feel it is vital to the health of the organization to keep our staff well-informed of new studies, best-practices, legal updates, and other areas where increased knowledge can translate into increased operational improvement. We strive to be the most well-informed dispensary facility in the nation – a goal which begins with first-rate performance management.

Introduction to Coaching

Great River Growers LLC will focus time and energy in developing its managers and supervisors into coaches through a customized training program. Managers and supervisors become coaches when they use feedback on an on-going basis to reinforce positive behavior or counsel employees to correct actions that do not correlate with the organization's vision or mission. Management is often a one-way line of communication, but coaching must be work in both directions with the coach and the team constantly giving and receiving feedback to each other. Such methods strengthen organizations and builds trust, confidence, and open lines of communication within the company.

In virtually every organization, the level of performance-output provided by the staff will form the familiar bell shaped curve. At one end of the curve there will be a small number of people whose performance is outstanding or distinguished. At the other end will be another small number whose performance-output and attitude is unacceptable. In the middle will be the great majority of employees who will fall between the two extremes of distinguished and unacceptable. This group is comprised of the emblematic, solid performers of the business. Such employees whose performance-output lies somewhere in the middle form the backbone of the company, yet the great majority of these employees are often ignored and unseen in many organizations because management's attention is primarily spent on those who do not perform competently, consistently and at a fully acceptable level (i.e. the small number of employees whose performance-output is unacceptable).

A skilled supervisor makes sure that solid performers discover there are positive consequences for maintaining good attendance records, handling job responsibilities well, and committing themselves to tending to all of the other routine tasks that often go unnoticed. This is vital because the greatest opportunity for increasing overall organizational performance lies with the solid, consistent performers. It follows that the best way to spur overall company performance-output improvement is to make sure that supervisors provide positive acknowledgment and recognition whenever employee behavior calls for such credit.

Conversely, a skilled supervisor should also give recognition for poor performance or attitude and confront the offending employees in a professional manner in the spirit of change and resolution.

A coach achieves this by communicating timely, effectively and honestly to all employees despite where they fall on the above-described bell curve. Such communication will take place as soon as practical and will not be unduly delayed. The following are examples of how such communications will be handled by our coaches:

- **Good Performers:** Be specific, direct and honest. Saying, "You're a great person" isn't as powerful as, "You helped that upset staff member by staying calm yourself."
- **Poor Performers:** Be specific, direct and honest. "You're not meeting your processing quota" isn't as specific and direct as, "The last time we talked I went over exactly what expectations we have for you and everybody else in regard to processing. It's __ projects an hour, __ projects a day. You're still a long way away from these numbers. Can you help me understand the problem?"

Introduction to Counseling

Counseling is a skill used to correct or prevent performance deficiencies and behavioral problems. It is designed to help an employee examine conditions, attitudes, feelings, perceptions and behavior patterns that may be a deficiency hindering effective on-the-job performance and/or causing problems for the employee. Great River Growers LLC will train and develop managers and supervisors to become effective counselors.

Verbal Counseling & Final Warnings. There's an old saying in employee/company relations: "If it isn't in writing, it didn't happen."

Even verbal counseling should be documented. The documentation, which should include the date and time of the session, serves to memorialize the session so that it can be referred to if necessary.

Generally speaking, an employee should only be counseled once. Sitting down and talking to an employee over and over about an issue typically intimidates the employee, frustrates the supervisor and negates the legitimacy of the progressive disciplinary process as opposed to correcting the behavior and mitigating the liability of the organization. Similarly, when preparing to deliver a "probation warning" to an employee, managers and supervisors should be prepared to follow through with the warning and or established repercussions for continued violations. The manager or supervisor and the employee should both be aware that a probationary warning is the step directly preceding termination and that if the behavior is not corrected the next step is termination without an extended period for remediation.

Warning Notices. The procedure for written warning notices, necessary for the documentation of disciplinary action, will be in accordance with following guidelines:

- The specific date, time and location of the infraction and the specific nature of the infraction should be detailed on the notice.
- The present disciplinary process utilized (i.e.: verbal counseling, written warning, probation/final warning, etc.).
- Review employee history by looking at prior performance evaluations. Warning notices will be sequentially numbered so that managers or supervisors can easily review records to determine if the employee is a repeat offender.
- Identify the type of problem: Attendance, Performance or Behavior/Conduct. These three categories describe the infinite scale of possible problems a manager or supervisor will face with an employee.

Attendance: Attendance problems arise when an employee fails to meet Great River Growers LLC's expectation that he/she will be to work on time every day.

Performance: This category involves issues with the quality and quantity of an employee's work. These include issues such as failure to meet deadlines, failure to attain performance or training goals, provoking customer complaints or wasting time.

Behavior/Conduct: This category involves issues that deal with violating Great River Growers LLC's rules or standards. Sample issues include inappropriate use of company property, failure to comply with expense reimbursement procedures, safety violations, and theft of company property/resources.

Sample Forms

Counseling Report (Sample Form)

Counseling Report

Employee Name_____ Job Title_____

Date of counseling session_____

State reason for counseling_____

_____

Actions for Improvement

1._____

2._____

3._____

4._____

Date to follow-up effect of counseling and actions for improvement_____

Employee comments:

_____

_____

_____

_____

_____ _____

Employee Signature* Date

_____ _____

Manager Signature Date

_____ _____

HR Representative Date

**Employee's signature indicates receipt, not agreement with actions taken.*

Disciplinary Warning Notice (Sample Form)

This form is to be used for a written reprimand – generally if there is a serious violation of policy, repeated minor violations of policies, and so forth. A written reprimand can alternatively take a memo format, provided on the subsequent page.

Disciplinary Warning Notice

Employee_____ Date_____

Department_____ Position_____

Type of Notice Issued

(Depending on the nature of the offense, the Company may bypass any of these steps at its discretion)

_____Written warning _____Final written warning

_____Suspension From_____to _____

Date of offense/incident/behavior_____

Description of offense/performance issue

_____

_____

_____

To Employee: Please read carefully before signing below

You are being issued this warning notice to bring to your attention the severity of this situation. THIS WARNING SHOULD NOT BE TAKEN LIGHTLY and any further violations of company rules will result in additional action being taken, up to and including termination of employment. If you have any questions regarding this matter, please discuss then with your manager.

_____ _____
Employee Signature* Date

_____ _____
Manager Signature Date

_____ _____
HR Representative Date

**Employee's signature indicates receipt, not agreement with actions taken.*

Disciplinary Warning Memo (Sample Form)

This memo template may be used for a written reprimand – generally if there is a serious violation of policy, repeated minor violations of policies, and so forth. A written reprimand can alternatively take a warning notice format, provided on the prior page.

Memo

To: Employee

From: Manager

CC: Personnel file & HR

Date: 9/29/15

Re: Written Reprimand

The purpose of this memorandum is to discuss the issues discussed at our meeting of **date,** attended by _____, to discuss your performance issues. On January 8, 2015, you missed a key company deadline by failing to turn in your portion of Project X. Your supervisor met with you at that time and informed you that your performance was unacceptable and that you needed to meet all future deadlines. You agreed. Last week, you failed to timely complete your portion of the new software rollout, which resulted in your department not meeting another key company deadline.

You are required to meet all company deadlines. If you will have a problem meeting a deadline, you need to inform your supervisor well in advance so that your supervisor can assist you in meeting the deadline or provide additional resources.

If you miss any further deadlines, this will be grounds for further disciplinary action, up to and including termination from employment.

_____ _____
Employee Signature* Date

_____ _____
Manager Signature Date

_____ _____
HR Representative Date

**Employee's signature indicates receipt, not agreement with actions taken.*

GREAT RIVER
GROWERS

Appendix I5

Diversion, Theft and Loss Prevention Plan

In Re: RFA Section C Question 2(e)

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

DIVERSION, THEFT AND LOSS PREVENTION PLAN

1.0 DIVERSION, THEFT, AND LOSS PREVENTION OVERVIEW

Great River Growers LLC's ability to prevent diversion, theft and loss of Medical Marijuana to the black market stems from three areas in which the organization excels: our people, our investment in next-generation security equipment and protocols, and our best-practices Policies & Procedures. Furthermore, our secure vault room (and TL-30 rated safe), and our security alarm and surveillance plan will provide additional measures against diversion, theft, and loss.

For more information regarding our security procedures, please refer to the Confidential Security Plan (Appendix A, Section M, Question 88).

2.0 OUR PEOPLE

Great River Growers LLC's ability to prevent diversion, theft or loss begins with its people. Great River Growers LLC is comprised of dedicated professionals guided by the highest standards of integrity. Leading the team's security efforts is Chief Security Advisor Bernard Sullivan. Bernard Sullivan, a Connecticut native, has dedicated over 25 years of service to the City of Hartford Police Department, including positions as Sergeant, Lieutenant, Captain, and Chief of Police, and has over 45 years of collective experience in law enforcement, security, and public safety. He has been the recipient of a plethora of awards, honors and recognitions for his services, including the Hartford Police Department Merit Award for Valor and the Chief's Medal of Valor. Mr. Sullivan has also served in roles as Director of Corporate Security for ITT Hartford Insurance Group, Commissioner of Public Safety for the State of Connecticut, Acting Police Chief for Central Connecticut State University, Chief of Staff to Speaker of the House of Representatives for the state of Connecticut, and Vice Chair of the Sandy Hook Advisory Commission. Mr. Sullivan is a life member and past President of the Connecticut Police Chiefs Association, and also serves as President of the 100 Club of Connecticut, an organization that supports surviving family members of public safety personnel who were killed in the line of duty.

Great River Growers LLC also intends to contract with the Fraternal Order of Police ("FOP"), the world's largest organization of sworn law enforcement officers, to supply the facility with well-trained guards to be on duty during all business hours. The company intends to hire retired expert law enforcement officers, specifically with drug enforcement and larceny prevention backgrounds. In general, security personnel will prevent nuisance activity and crime, including looking for any signs of diversion, theft or loss of Medical Marijuana products. Members of FOP have dedicated their lives to protecting and serving our communities. Great River Growers LLC welcomes their expertise and believes that the years of experience they bring to the table is a perfect match for registered dispensary facility needs.

The greatest threat of diversion, theft, and loss necessarily stems from the controlling organization itself. (Given our next-generation security equipment and procedures, outside access to the heavily monitored Medical Marijuana at the dispensary facility is unlikely.)

Bernard Sullivan and the facility's Security Manager will assist Great River Growers LLC in vetting potential staff members to ensure only professional, like-minded and trustworthy employees are hired.

In addition to the background check required by the Department of Consumer Protection (the "Department") for the production facility employee, employee candidates must also complete personality tests, undergo comprehensive dispensary facility training, and fulfill performance testing requirements.

Additionally, all employees of Great River Growers LLC, including security personnel, will receive a copy of our Safety Handbook during their orientation training. The Safety Handbook includes procedures for natural disasters (fire, earthquake, etc.), robbery, biological threats, evacuation plans, as well as safety and security prevention measures to ensure the safest environment possible and the ongoing well-being of patients, production facility staff and the surrounding area.

In addition, Great River Growers LLC intends to retain Sonitrol New England to install our state-of-the-art security alarm and surveillance system. Sonitrol New England is an experienced, reliable and well-qualified Connecticut security firm servicing commercial enterprises in the state since 1972. The contractor's goal is to ensure absolute safety and security measures for the dispensary facility. The contractor is deeply experienced, with demonstrated reliability over many years of service to demanding clients. Sonitrol New England will provide training to all necessary personnel on the operation of the security system. A certificate of completion of all training will be provided to trained participants.

In accordance with section 21a-408-62(c) of the Regulations of Connecticut State Agencies, Great River Growers LLC will install a back-up alarm system approved by the Commissioner of the Department of Consumer Protection (the "Commissioner"). Such back-up alarm system will detect unauthorized entry during times when no employees are present at the production facility. The company intends to install a secondary alarm system provided by **Safe & Sound Security**, a commercial grade equipment supplier based out of Plainville, Connecticut.

Staffing the production facility with the right people provides Great River Growers LLC the greatest opportunity to prevent diversion, theft and loss.

3.0 OUR SECURITY EQUIPMENT AND PROTOCOLS

Based on the layout of the production facility, Connecticut law, particularly sections 21a-408 to 21a-408q, inclusive, of the Connecticut General Statutes (the "Act") and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies (the "Regulations"), Great River Growers LLC Policies & Procedures, decades of crime prevention experience, and all applicable rules, regulations and guidelines, a comprehensive security system has been designed to monitor and protect the dispensary facility with increased attention to the most vulnerable areas. The system includes high-resolution, internet-protocol cameras, biometric locks, and live-streaming, encrypted video feeds to the internet (recorded digitally and

remotely accessible), and various motion sensors and alarms.

The Great River Growers LLC security system features:

- Indoor, high-resolution, 360°, internet-protocol video cameras
- Outdoor, high-resolution, 90°, internet-protocol video cameras
- Outdoor, high-resolution, 180°, internet-protocol video cameras
- Live-streaming, encrypted video feeds via internet, remotely accessible
- Glass break detectors
- Biometric locks (thumbprint access)
- Motion sensors that instantaneously alert staff by remote device (cell phone) in the event of a potential unauthorized intrusion
- Panic buttons
- Cellular backup
- Closed-circuit television, digital storage

In addition to the security system consisting of a comprehensive surveillance system and alarm system, Great River Growers LLC will hire security personnel to routinely patrol the facility and neighborhood. Great River Growers LLC will employ internal loss-prevention methods, standard retail cash-handling procedures, and tracking of daily reimbursements and expenses as described in detail in the Great River Growers LLC Policies & Procedures Manual.

Great River Growers LLC also intends to install Adilas Software. This software and POS system is a unique seed-to-sale tracking of every gram of Marijuana to the .01 gram level. Processes unique to this software include tracking weight loss caused by evaporation. For example, every package of inventory is checked out and signed off on by two team members, and any difference in weight between the package time and the check-out time is recorded. All gross and net weights are tracked.

As demonstrated below, Great River Growers LLC will comply with all security requirements set forth by Connecticut's Act and Regulations.

4.0 BEST-PRACTICE POLICIES & PROCEDURES

Great River Growers LLC has gone to great lengths to ensure its written policies are comprehensive, practical and suited for the industry. We have worked with leading experts to develop comprehensive guides. All employees of Great River Growers LLC, including security personnel, will receive a copy of our Safety Handbook during their orientation training. The Safety Handbook includes procedures for natural disasters (fire, earthquake, etc.), robbery,

biological threats, evacuation plans, as well as safety and security prevention measures to ensure the safest environment possible and the ongoing well-being of members, staff and the surrounding area.

Great River Growers LLC is committed to employing and abiding by all of its Policies & Procedures.

5.0 SECURITY PROCEDURES TO PREVENT DIVERSION, THEFT AND LOSS

Screening Process

Great River Growers LLC production facility staff will carefully screen each production facility employee as they leave the facility to ensure that he or she does not leave the premises with unauthorized possession of Medical Marijuana products. The screening process will include the following:

- Visual inspection of persons, and physical inspection by pat down if necessary due to a reasonable suspicion that there may be an unauthorized possession.

- Physical inspection of all employees' bags, cases, purses, containers and the like that are being brought out of the facility.

All production facility staff will be required to be screened by security personnel on a daily basis as they exit the facility to ensure strict adherence to Great River Growers LLC's policy of diversion, theft and loss prevention.

Once inside the production facility, all production facility employees will be required to wear pocketless clothing if handling Medical Marijuana plants or products.

Furthermore, Great River Growers LLC will post, in a location that is visible from the point of entry to the production facility, signage that indicates the following:

- The obligation of all staff to wear pocketless clothing if coming into contact with Medical Marijuana plants or products;
- The obligation of all staff to undergo the screening process each time they leave the facility; and
- The sale and use of Medical Marijuana and the diversion of Medical Marijuana for non-medical purposes, including to a third party, is a crime in violation of Connecticut law.

Site Patrol

Great River Growers LLC will ensure that a licensed guard is on duty at all times during business hours. Security personnel will routinely patrol the neighborhood to prevent nuisance activity or crime, looking for signs of diversion, theft or loss of medicine.

Great River Growers LLC will train security personnel in industry standards and crime prevention prior to deployment. All security personnel will be required to complete a nationally developed safety training program, a formal evaluation, and an orientation and annual training seminar as a condition of employment at Great River Growers LLC.

Great River Growers LLC security personnel will also be trained in conflict resolution and the handling of emergency situations, including procedures for communicating with local law enforcement agencies.

Moreover, Great River Growers LLC intends to provide neighbors with the name, phone number, and e-mail address of an on-site community relations staff person who will be responsible for addressing any concerns posed by our neighbors. Great River Growers LLC will encourage all neighboring residences and businesses to call this person to try to solve operating problems, if any, prior to them making any calls or complaints to the city.

6.0 PLAN TO ASSIST LOCAL LAW ENFORCEMENT AND THE DEPARTMENT OF CONSUMER PROTECTION WITH ENFORCEMENT

After over 25 years of service, our Chief Security Advisor, Bernard Sullivan, still maintains strong ties with Connecticut law enforcement agencies and personnel. Great River Growers LLC aims to have an open dialogue with the local Police Department—however, the Chief Security Advisor will facilitate communications to the extent necessary. Furthermore, the Security Manager will help ensure that Great River Growers LLC security protocols mesh seamlessly with law enforcement agency points of contact.

Additionally, Great River Growers LLC has incorporated strategically placed, internet-protocol security cameras which will stream encrypted feeds to the Web. If necessary or required by law, law enforcement agencies will be able to view our production facility at any time through a wireless 3G or 4F Internet connection. Moreover, the feeds are digitally recorded and securely stored.

Finally, Great River Growers LLC looks forward to a strong partnership with the Department of Consumer Protection. In addition to complying with all enforcement rules and regulations, Great River Growers LLC will request meetings at the outset with the Commissioner and Department personnel who will have a role in the Medical Marijuana program. As with our organization internally, we believe the key to productive, meaningful relationships begins with open communication. Great River Growers LLC believes early meetings are integral to getting the program off on the right foot. Once the communication channels are open, we are confident that our responsive style will aid the Department with enforcement issues.

7.0 VAULT ROOM AND STORAGE OF PRODUCTS

Great River Growers LLC intends to store all Medical Marijuana in a private, secured vault that is climate-controlled and monitored by an external service, 24-hours a day, for both security and changes in environment (temperature and humidity). In addition to utilizing a TL-30 rated safe, Great River Growers LLC will convert the storage space into a walk-in safe ("vault") and place the safe within the vault for added security. Great River Growers LLC will need to store processed product in the safe which will be secured within the vault, along with a secured/locked freezer and refrigerator to store alternative Medical Marijuana products (such as baked goods), requiring the conversion of the storage space into a vault room rather than only having a single, stand-alone safe. Great River Growers LLC will store cash and other valuables in a secure safe located inside the vault room.

Access to the secure storage area will be heavily restricted and monitored through the use of the XR500 access control system that Great River Growers LLC intends to install. For example, only employees who have been authorized by management will have access to the secured storage area. This will be monitored through staff credentials stored in the access control system. Additionally, only a limited number of authorized employees possessing a valid registration certificate will be granted access to the secured storage and staging areas. The vault room will also be protected by a volumetric alarm and motion sensors. All limited access rooms will be monitored for security, temperature and humidity controls 24-hours a day by Sonitrol New England. Should alarms go off for security or changes in the environment, staff will be alerted promptly.

Great River Growers LLC will use sophisticated product-tracking software to monitor inventory and sales transactions. Should any Medical Marijuana be identified as lost or stolen, Great River Growers LLC will report this to local law enforcement by filing a police report within 24 hours of becoming aware of the theft or loss.

The production facility will maintain a separate quarantine area for the temporary storage of all Medical Marijuana products that are outdated, damaged, deteriorated, misbranded, or adulterated until such products are destroyed in accordance with the Act and Regulations. Any products whose containers or packaging have been opened or breached will also be temporarily storage until destroyed.

For more information regarding product disposal, please refer to the Confidential Security Plan (Appendix A, Section M, Question 88).

8.0 SECURITY ALARM AND SURVEILLANCE PLAN

The Security Department will ensure that the production facility meets or exceeds the minimum security alarm system requirements set forth in Connecticut law.

Commercial Grade Equipment

The production facility will utilize a comprehensive, commercial-grade, state-of-the-art security system to prevent and detect diversion, theft or loss of Medical Marijuana. Such security system will include door sensors, perimeter alarms, motion detectors, video cameras, twenty-four hour recordings, duress alarms, panic alarms, holdup alarms, automatic voice dialers, failure notification systems, the ability to immediately produce a clear color still photo with a minimum dpi of 9600, date and time stamps embedded on all recordings, and the ability to remain operational during a power outage.

Video Cameras

Prior to opening, Great River Growers LLC will install and maintain a closed-circuit video surveillance system (CCTV) that will operate 24 hours per day, 7 days per week. The video surveillance system will effectively cover the interior and exterior of the production facility, including parking areas, rear alley areas, all entrances and exits to the building, limited-access areas, and all areas where Medical Marijuana is stored, handled or dispensed.

Great River Growers LLC intends to install at least thirteen (13) cameras in the interior of the facility, each high resolution with 360 degree view capability and internet-protocol with encrypted video feed. The proposed cameras will be tamper-proof, ultra-compact, and equipped to offer high-resolution video recording (2048 x 1536 IP 3 Megapixel). Each camera comes equipped with a built-in 4GB Micro SD Card for digital recording at the camera with two-way audio. The 360 degree all-around view can capture an entire room; the panorama function and a quad view will show images from four different angles simultaneously.

When ceiling-mounted, the hemispheric camera displays the image area of the entire room. The 360 degree image in the hemisphere cameras is convex, particularly near the image borders. These image sections are corrected for the viewer by the integrated distortion correction software, allowing a view of the scene from the usual perspective. The virtual PTZ/Zoom feature allows users to enlarge or move image sections within the hemisphere, just like a PTZ/Zoom camera. This is achieved without moving parts and allows one to view any area in the room (when ceiling-mounted; 180 degrees when wall- mounted). While a traditional analog system would require four cameras, one hemispheric camera allows users to see four directions simultaneously on the monitor in a quad view. The preset North position can be moved to any direction in the image; the camera generates the other three directions (East, South, West) automatically and stores them as separate views.

The indoor, high-resolution, IP video cameras will be installed at critical locations within the facility. More cameras may be utilized after further consultation with Sonitrol New England upon Great River Growers LLC's award of a production facility license. All points of entry and exit will have video cameras angled so as to allow for the capture of clear and certain identification of any person entering or exiting the dispensary facility and all areas within the facility.

Additionally, Great River Growers LLC intends to install at least four (4) cameras on the

exterior of the facility. The proposed cameras are ultra-rugged, tamper-proof, and equipped to offer two separate high-resolution image sensors for day/night video recording (2048 x 1536 IP 3 Megapixel). Each camera comes equipped with a built-in 4GB Micro SD Card for digital recording at the camera with two-way audio. The cameras offer a 180 degree view and are weatherproof from -30° to +60° C (-22° to +140° F) without the need for heating. The dual lens IP camera offers digital continuous zoom, pan and tilt and is integrated with a two-way audio microphone, speaker and PIR motion detector. Like the interior cameras, the exterior cameras will have an encrypted video feed.

The surveillance system will be pre-installed with battery packs which allows the system and all its components to remain fully operational during a power outage. If the system shuts down for any reason, the battery packs immediately supply the necessary power to allow uninterrupted protection and alarm monitoring. Sonitrol New England will check battery status during routine system inspections and after each incidence of use to ensure batteries are adequately charged. Moreover, Great River Growers LLC intend to connect the alarm system to an industrial grade or commercial grade uninterruptible power supply ("UPS"), which can provide up to 72 hours of uninterrupted power to the system in case of an extended power outage. The digital video recorder and the cameras, as well as the surveillance room's modem, router, wireless receiver, and monitors will connect to the UPS to ensure uninterrupted remote access to the system.

A failure notification system will be installed providing an alert to Sonitrol New England as well as to the production facility, within five minutes of a triggering event causing the surveillance system's failure by phone, email, and text message.

Video Recording Capabilities

Every video camera utilized by the production facility will record for 24 hours a day, 7 days a week. A synchronized and correctly set date and time stamp will be embedded on all recordings, which will appear in a manner so as not to significantly obscure the picture. All video recording will allow for the production and exporting of clear color still images with a minimum of 9600 dpi from any camera image (live or recorded) in an industry standard image format, including .jpg, .bmp, and .gif. Exported video will be able to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system.

The video surveillance system will have the capability to record, archive and playback video feed for a minimum of six (6) months. The decentralized IP concept (discussed in the Video Storage section below) incorporates a digital memory (SD card) for long-term recording in every camera. The PC is now used only for viewing, not for analysis or recording.

As a result, the cameras can record events even without PC/DVR and digitally record videos with sound for archiving purposes. Additionally, the system will allow for the production of a videodisc directly from the DVR unit; the video on the disc will be viewable on a Windows PC and will include any required software needed to view the video.

The Security Manager will personally oversee the erasure of all recordings prior to disposal or sale of the production facility.

Video Storage

Usually cameras only supply the images, while the processing and recording are done later on a central PC or Digital Video Recorder that uses video management software. This traditional, centralized structure is unsuitable for high-resolution video systems, since it requires not only high network bandwidth, but also needs enormous PC processing power to support several cameras. These PC/DVR systems typically have high failure rates because the PC's are consistently running, overheating and recording. They put considerable strain on the PC/DVR, because they are expected to process dozens of high-resolution live cameras 24/7. As such, Great River Growers LLC will utilize a decentralized IP system.

Unlike other systems, the decentralized IP concept incorporates a digital memory (SD card) for long-term recording in every camera. The PC is now used only for viewing, not for analysis or recording. As a result, the cameras can record events even without PC/DVR and digitally record videos with sound for archiving purposes.

The system will be monitored by security personnel on multiple screens (at least one 19-inch or greater call-up monitor), within the secured surveillance room. In addition, the surveillance room will include a video printer capable of immediately producing a clear color still image with a minimum of 9600 dpi from any camera image (live or recorded) in an industry standard image format, including .jpg, .bmp, and .gif. Exported video will be able to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. The video surveillance system will use pan, tilt and zoom cameras located both inside and outside the facility. On-site security personnel will monitor all video feed from before opening until all persons have left the premises. Secured remote viewing will be available for security and safety personnel as well as senior management at any time through an Internet login system. In addition, Sonitrol New England will monitor the video feed 24 hours a day.

All recordings will be retained for at least six (6) months and made available for immediate viewing by the Commissioner or the Commissioner's authorized representative upon request. If Great River Growers LLC is aware of a pending criminal, civil or administrative investigation or legal proceeding for which a recording may contain relevant information, the Security Manager will ensure that the production facility retains an unaltered copy of the recording until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies the General Manager that it is not necessary to retain the recording.

Alarm System

Great River Growers LLC will install, maintain and use a professionally monitored trespass, robbery and burglary alarm system. Sonitrol New England, a recognized commercial security firm, will install the alarm/intrusion detection system. This system will be in-use and monitored 24 hours each day and consists of a door sensors, perimeter alarms, motion detectors, duress alarms, panic alarms, and holdup alarms. The alarm system will have an automatic voice dialer capable of sending a prerecorded voice message to law enforcement, public safety and/or emergency services agency requesting dispatch. A failure notification system will be installed providing an alert to the production facility, particularly the Security Manager and General Manager, within five minutes of the alarm system's failure by phone, email, and text message.

The alarm system will be designed to provide protection to the building perimeter and interior of the production facility. The system will include the following components, at minimum:

- [redacted]
- [redacted]
- [redacted]
- [redacted]

Great River Growers LLC's alarm system will also utilize a duress alarm, generated by the entry of a designated code into an arming station in order to signal that the alarm user is being forced to turn off the system. Great River Growers LLC intends to use a UL commercial encrypted DMP XR 500 Security Control Device.

More alarms may be added to the system after further consultation with Sonitrol New England upon Great River Growers LLC's award of a production facility license. In particular, Great River Growers LLC will install audio glass break frequency detectors near all glass windows within the production facility to further secure the perimeter of the production facility. Intrusion detection devices will be placed at all exterior doors and windows, roof entry points, and reception desks. All production facility employees will be trained on the procedures for triggering the panic, holdup, and duress alarms.

The alarm system will monitor all sensors on a 24/7 basis as designated by a pre-determined time schedule that will be established. Security personnel and Sonitrol New England will receive notification when an alarm is triggered.

The alarm system will be pre-installed with battery packs which allows the system and all its components to remain fully operational during a power outage. If the system shuts down for any reason, the battery packs immediately supply the necessary power to allow uninterrupted protection and alarm monitoring. Sonitrol New England will check battery status during routine system inspections and after each incidence of use to ensure batteries are adequately charged. Moreover, Great River Growers LLC intend to connect the alarm system to an industrial grade or commercial grade uninterruptible power supply ("UPS"), which can provide up to 72 hours of uninterrupted power to the system in case of an extended power outage. The control panel and alarms will connect to the UPS to ensure uninterrupted power to the system.

A failure notification system will be installed providing an alert to Sonitrol New England as well as to the production facility, within five minutes of a triggering event causing of the surveillance system's failure by phone, email, and text message.

The alarm system will be inspected and all devices tested by Sonitrol New England to ensure proper functioning at least twice per year.

Maintenance and Access to the Security System Equipment

In order to ensure that the production facility is secured and effectively monitored, Great River Growers LLC is committed to maintaining an electronic recording system that is in good working order at all times so as to prevent any theft, loss, destruction or alterations. Each production facility employee or security system service employee who has been authorized to oversee the functioning of the security system will be required to report any malfunctioning of the system to the General Manager and Security Manager immediately.

In addition, Sonitrol New England will inspect the security system at least two times a year to ensure that all components function correctly. The inspection consists of a system/communications test, system reset, check of all devices and equipment for proper operations, adjustment or replacement, including cleaning of all lenses, equipment or devices, replacement of any system batteries, if needed, and verification and updating of all subscriber information.

In order to attain the utmost safety and protection for the production facility, security staff will limit access to the surveillance area to only those persons essential to surveillance operations. Biometric locks will be used to secure the surveillance room, requiring all authorized employees to verify their fingerprint in order to gain access. The electronic recording system hub and all recordings will be stored in a locked, tamper-proof compartment within the surveillance room. Such surveillance area will always be locked and will not be used for any other function.

When appropriate, security staff will permit access to law enforcement agencies, security system service employees, the Commissioner or the Commissioner's authorized representative, and others when specifically approved by the Commissioner. The Security Department will maintain and make available upon request to the Commissioner or the Commissioner's authorized representative a current list of authorized production facility employees and security system service employees that have access to the surveillance area.

Lighting

Great River Growers LLC will ensure sufficient lighting on the outside perimeter of the registered premises to be used each day between sunrise and sunset. Such lighting will adequately illuminate the registered production facility and its immediate surrounding area, including parking and entry areas. Specifically, Great River Growers LLC intends to install 400-

watt HID metal halide security lights.

Exterior lighting will be installed near video surveillance devices to ensure proper illumination for the identification of people, vehicles and license plates within 40 feet of the building. The outdoor lighting will be hooded to deflect light away from adjacent properties. Sufficient exterior lighting will serve as a deterrent for robbery and burglary.

GREAT RIVER
GROWERS

Appendix J

Marketing Plan

In Re: RFA Section D Question 1

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

MARKETING PLAN

1.0 MARKETING OVERVIEW

Through education, transparency, constant communications and data collection/research, Great River Growers LLC marketing and communications plans will position us as the most reliable, compliant and professional partner for licensed dispensary facilities statewide. With an over-arching focus on quality, consistency, compliance and security, we will be the leading provider of Medical Marijuana products in the State of Connecticut.

- Great River Growers LLC will consistently produce the highest quality (pharmaceutical-grade) Medical Marijuana, a broad assortment of genetic strains and extracted products along a spectrum of price points, dosages and delivery forms
  - Our products will undergo testing requirements more stringent than what is required by the State in order to ensure neither organic nor in-organic impurities ever reach the patient
  - The suite of testing will demonstrate best in class efficacy, chemical composition and consistency and will confirm that our products offer great value and pharmaceutical quality.
- Great River Growers LLC will utilize proprietary security systems and processes and transportation protocols to ensure the secure delivery of product to our dispensary facility customers. This is critical with a controlled substance that is so affected by changes in environment, even after being vacuum-packaged.
- Our outreach and public service initiatives will encompass education (for dispensary agents, healthcare providers, researchers and patients), public service events and activities and sponsorship of local philanthropies that have meaningful impact upon the communities in which we operate. We will co-sponsor /subsidize charity care discounts offered by dispensary facilities to qualified patients such as low income, senior citizens and veterans. By our actions we will be recognized as a responsible community member and contributing partner to relevant organizations including healthcare, law enforcement, patient advocacy groups and community organizations
- Great River Growers LLC will be the industry leader in quality, compliance, innovation, research, social responsibility and education. Our dispensary facility customers will have the ability to participate in research that we will be sponsoring and conducting with the Health Outcomes, Policy and Economics ("HOPE") Collaborative Group at the University of Connecticut School of Pharmacy. In addition, we have committed to work in

partnership with the Connecticut Pharmacists Association as well as the Canadian Consortium for the Investigation of Cannabinoids to conduct primary research and create a body of information that will be available for the benefit of regulators, researchers and patients alike.

2.0 COMPETITIVE POSITIONING

Our mission is to be the premier provider of pharmaceutical-grade medical marijuana products for licensed dispensary facilities in the State of Connecticut. Our products are manufactured and developed to ensure dispensary facilities can offer all qualifying patients a better, natural way to eliminate their suffering and improve their lives. Our business model and proven experience in other highly regulated markets will provide us with a significant competitive advantage in this market due to the following:

- Great River Growers LLC brings top quality management and financial capital – along with an unrivaled expertise operating production facilities and dispensary facilities in highly regulated, state licensed, medical programs
  - Our foundation is a comprehensive team of established professionals with over 250 combined years of relevant agricultural, scientific and compliance expertise from the United States and Europe
- We have proprietary security and manufacturing processes and equipment, and established success in cultivating and producing medical marijuana products in highly regulated markets
  - Our highly efficient manufacturing processes reduce our cost and minimize the impact on the environment. Our facilities and systems are designed to operate within six sigma tolerances and our processes and techniques maintain ISO 9001:2000 standards
- Through our affiliates, Great River Growers LLC operates state-of-the-art production facilities and has become the market leader in the highly regulated markets of both Arizona and Washington, DC by partnering with local leaders, neighboring communities, state regulators, law enforcement and healthcare professionals
  - Our dedication to safety and policing procedures have insured that we have never had a breach of compliance in any operation and maintain among the best compliance records in any of the jurisdictions in which we operate
- Our industry leading standards will protect the integrity, consistency, efficacy and affordability of the products and services we provide.

- Quality and consistency will be enhanced by leveraging our proprietary agricultural tracking and integrated environment control systems.

3.0 MARKETING STRATEGY

Great River Growers LLC will take a comprehensive product and wholesale marketing approach in an effort to empower customers, i.e. licensed dispensary facilities, to conveniently and securely access the products and resources their patients demand. Specifically, we will offer our dispensary facility customers the following:

Broad Product Assortment, Consistency and Quality

At Great River Growers LLC, our primary goal is to provide dispensaries, dispensary facilities and ultimately Connecticut's patients with a wide variety of pharmaceutical-grade, organically grown medical marijuana products and the highest quality customer service available in any market. Given the qualifying conditions specified by the State, the most common symptoms amongst registered patients will likely be chronic pain, muscle spasticity and depression driven by central nervous system, HIV/AIDS, Cancer and auto immune disorders. Based on our experience treating patients with these symptoms in other markets we have tailored our product plan and offering accordingly for the appropriate range of inhaled, ingested and topical products. We will hire and train qualified staff members who will ensure that we **consistently** produce a **broad assortment** of **high quality** strains and related products in the safest, most secure, and sanitary cultivation and production processes at our production facility in Windsor CT. The company's focus on operations includes maintaining the highest standards of compliance, security, consistency of product, quality and knowledge. We will provide the products our dispensary facility partners ask for – we have flexible infrastructure that can accommodate changes to strain selection and derivative products that adjust to the needs of our customers and their patients.

For more information about employee training, see Training & Continuing Education Plan in Appendix I.

Great River Growers' Standard Operating Procedures (SOPs) govern quality control and plant safety in the production facility. We have built our business around the principle that our internal standards must exceed the requirements of the State and the expectations of our customers. The purpose of the SOPs is to maintain the integrity of the Medical Marijuana plants in order to provide the highest quality Medical Marijuana products to registered qualifying patients. Plants will be grown and harvested in the cultivation area of the production facility, which will be well-sanitized and maintained by trained employees who will be required to follow specific personal hygiene protocols, including wearing hair nets, protective gloves, and other equipment consistent with appropriate laboratory attire. Similarly, plants will be regularly sanitized by the use of organic-certified chemical cleaning agents, and appropriate air filtration equipment design and implementation. Materials used for the harvest and storage Medical Marijuana will be consistent with those used in the food industry.

It is essential to the success of the Medical Marijuana program in Connecticut that registered qualifying patients receive consistent benefits from Medical Marijuana. Great River Growers will provide a variety of strains that have been specifically assessed to treat the qualifying conditions and ailments identified by State law. With each product purchased, documents will be made available that attest to the comprehensive history of the lifecyle of the individual plant including: the genetic used in the product, the plant's batch or lot number, the date the plant was harvested, and the results of all testing indicating the concentration of active ingredients such as THC, CBD and CBN. Testing profiles will be made available to our dispensary facility customers to share with their patients through printed material as well as links to our website.

Although the production facility will take every measure to ensure the cultivation of healthy plants free of mold, disease, heavy metals, and other contaminants, the company has developed an SOP that specifies rigorous and routine analytical evaluation. Standard analytical instrumentation will routinely analyze for the presence of microbes, pesticides, contaminants, macronutrients, specific contents of THC, THCA, CBD and CBDA, and any other constituent that is of interest by a registered independent laboratory.

For more information about the quality of products, see Product and Site Safety Plan in Appendix M.

Flexible Pricing & Promotional Strategies

Based on the range of our product offering we will be able to consistently offer our dispensary facility customers a broad spectrum of pricing which they can in turn provide to their eligible patients. Based on our experience in other markets, we have found that it is important to offer patients a broad assortment of products with a range of pricing to select from. This is not dissimilar from the impact that generic drugs have for patients today in terms of lowering their cost versus name brand drugs. Pricing will approximate the local market rate for non-medicinal (illegal) marijuana to discourage any incentive for black market diversion. Great River Growers LLC will offer its' dispensary facility customers frequent promotions to help incentivize patient trial of new strains and product offerings. We plan to offer our dispensary facility customers financing options for bulk/long term orders and discounts for bulk purchases.

Leading Educational Provider

Education is absolutely critical given the "newness" of this market and the likelihood of having patients and dispensaries with no direct experience with medical marijuana products. Great River Growers LLC will be a leading resource for providing educational material pertaining to the products manufactured and developed by the production facility. We will always provide ample information and support to the dispensary facilities and their respective employees selling our products, which they can in turn provide to their patients. We will utilize traditional training materials such as product brochures, annotated guides describing the product testing results and

comprehensive product descriptions on our website. However we believe the greatest contribution we can make towards education will come from our in-house educational and training sessions for dispensary staff which we know can lead to robust and informative patient dialogue groups in each dispensary facility we serve.

Strong Security and Compliance Protocols

Great River Growers LLC dispensary facility customers will benefit from our proprietary security systems and processes and transportation protocols that ensure the secure delivery of product to their dispensary facilities. This is critical with a controlled substance that is so affected by changes in environment, even after bring vacuum-packaged. We are committed to establishing and maintaining security protocols and infrastructure that exceeds legal requirements and the expectations of our customers. We work in close partnership with local and state law enforcement, government authorities and environmental organizations to ensure every aspect of our operation exceeds all standards and expectations. Training modules and the company's policies and procedures were developed and implemented over several years. They incorporate and reinforce duplicative checks and balances that draw from the experience of operating in stringent, medically-focused regulatory environments elsewhere and have been adjusted and re-written to incorporate and adopt the unique aspects of Connecticut's program.

Respect & Responsibility

Great River Growers LLC will co-sponsor subsidy programs for patients (low income, veterans and senior citizens) and will allocate up to 15% of the company's profit to local, charitable organizations and programs including food banks, law enforcement, education/rehabilitation and low income housing. We utilize our excess production capacity to make donations of fresh hydroponic produce to local shelters.

For more information on Great River Growers LLC's charitable giving program, see Community Benefits Plan in Appendix R.

Great River Growers LLC will actively partner with leading doctors, clinics and case workers using proprietary HIPAA compliant IT system. Again, the primary goal here is educational in nature. We want to ensure that the medical community understands the efficacy of breadth of the product offering that is available to their patients.

Our dispensary facility customers and their patients will have the ability to participate in research that we will be sponsoring and conducting with the Health Outcomes, Policy and Economics ("HOPE") Collaborative Group at the University of Connecticut School of Pharmacy. In addition, we have committed to work in partnership with the Connecticut Pharmacists Association as well as the Canadian Consortium for the Investigation of Cannabinoids to conduct primary research and create a body of information that will be available for the benefit of regulators, researchers and patients alike. This research will lay the groundwork, and set the standard for, all other producers and instill confidence that Great River Growers LLC and the

State of Connecticut are at the forefront of providing medical marijuana in a controlled and studied medical program.

For more information about the research plan, see Research Plan in Appendix Q.

4.0 MARKETING PLAN

For more details on Great River Growers LLC's marketing plan, see the following power point presentation:

Marketing Plan

Great River Growers LLC

Mission

At Great River Growers LLC we aim to be the premier Provider of Medical marijuana Services and Products for the State of Connecticut giving the citizens who suffer today a better, natural way to eliminate their suffering and improve their lives.

Goal

Continue to be an industry leader in expertise, compliance, innovation, social responsibility and education. Consistently exceed our patients' and partners' expectations.

Commitment

To offer financial and philanthropic support to and work in partnership with local leaders, law enforcement, medical/healthcare providers and patient advocacy groups to ensure our neighbors benefit from our involvement in their communities.

Marketing Overview

Through education, transparency, constant communications and data collection/research, Great River Growers LLC marketing and communications plans will position us as the most reliable, compliant and professional partner for licensed dispensary facilities statewide.

Specifically, Great River Growers LLC is committed to the following practices,

- Consistently produce the highest quality (pharmaceutical-grade), broadest assortment of product strains and derivative products along a spectrum of price points, dosages and delivery forms
- Utilize proprietary security systems and processes and transportation protocols to ensure the secure delivery of product to our dispensary facility customers. This is critical with a controlled substance that is so affected by changes in environment, even after being vacuum-packaged.
- Our outreach and public service initiatives will encompass education (for dispensary agents, healthcare providers, researchers and patients), public service events and activities and sponsorship of local philanthropies that have meaningful impact upon the communities in which we operate. Great River Growers LLC will be the industry leader in quality, compliance, innovation, research, social responsibility and education.

Competitive Positioning

Great River Growers

Our business model and proven experience in other highly regulated markets will provide us with a significant competitive advantage in this market due to the following:

- Top quality management and financial capital – along with an unrivaled expertise operating production facilities and dispensary facilities in highly regulated, state licensed, medical programs
- A comprehensive team of established professionals with over 250 combined years of relevant agricultural, scientific and compliance expertise from the United States and Europe
- Proprietary security and manufacturing processes and equipment, and established success in cultivating and producing medical marijuana products in highly regulated markets
- Our highly efficient manufacturing processes reduce our cost and minimize the impact on the environment. Our facilities and systems are designed to operate within six sigma tolerances and our processes and techniques maintain ISO 9001:2000 standards

Competitive Positioning (cont'd)

Great River Growers

Our business model and proven experience in other highly regulated markets will provide us with a significant competitive advantage in this market due to the following:

- Through our affiliates, Great River Growers LLC operates best-in-class production facilities and has become the market share leader in the highly regulated markets of both Arizona and Washington, DC by partnering with local leaders, neighboring communities, state regulators, law enforcement and healthcare professionals
- We have never had a breach of compliance in any operation and maintain among the best compliance records in any of the jurisdictions in which we operate
- Our industry leading standards will protect the integrity, consistency, efficacy and affordability of the products and services we provide.
- Quality and consistency will be enhanced by leveraging our proprietary agricultural tracking and integrated environment control systems.

Marketing Approach

Great River Growers LLC will take a comprehensive product and wholesale marketing approach in an effort to empower customers, i.e. licensed dispensary facilities, to conveniently and securely access the products and resources their patients demand. Specifically, we will offer our dispensary facility customers the following:

·

Broad Product Assortment, Consistency and Quality

Flexible Pricing & Promotional Strategies

Leading Educational Resources

Strong Security and Compliance Protocols

Respect & Responsibility

Broad Product Assortment

At Great River Growers LLC, our primary goal is to provide dispensaries, dispensary facilities and ultimately patients with a wide variety of pharmaceutical-grade, organically grown medical marijuana products and the highest quality customer service available in any market.

Great River Growers LLC will provide a variety of strains that have been specifically assessed to treat the qualifying conditions and ailments identified by State, ensuring that registered qualifying patients receive consistent benefits from Medical Marijuana.

Our Mission

At Great River Growers our mission is to be the premier provider of pharmaceutical-grade medical marijuana products for licensed dispensary facilities in the State of Connecticut. Our products are manufactured and developed to ensure dispensary facilities can offer all qualifying patients a better, natural way to eliminate their suffering and improve their lives. We are committed to being the industry leader in quality, compliance, innovation, research, social responsibility and education - consistently exceeding dispensary facilities', research partners' and regulators' expectations.

QUALITY

Our primary goal is to provide dispensary facilities with a wide-variety of pharmaceutical-grade, organically grown medical marijuana products and the highest quality customer service available in any market. Every aspect of our business is execution-focused and driven by a combination of dispensary facility needs, our collective experience, the requirements to produce pharmaceutical-grade products and regulatory compliance.

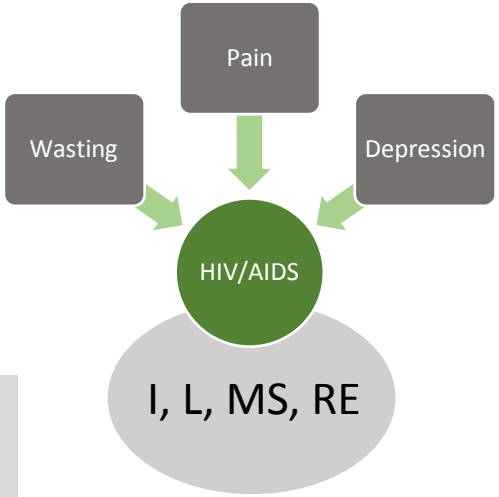
Our range of experience spans the gamut of growing environments from the highest quality, indoor organic hydroponic facilities that utilize highly specialized, proprietary micro climates that produce genetic replicas to larger greenhouse operations that offer dispensary facilities high quality products with a lower price point. Our team also has decades of experience with other consumer crops that we use to test new organic methods and utilize as donations to local food banks.

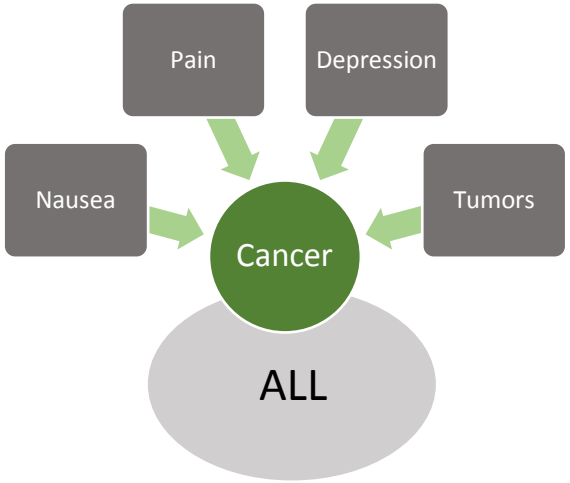
RESPONSIBILITY

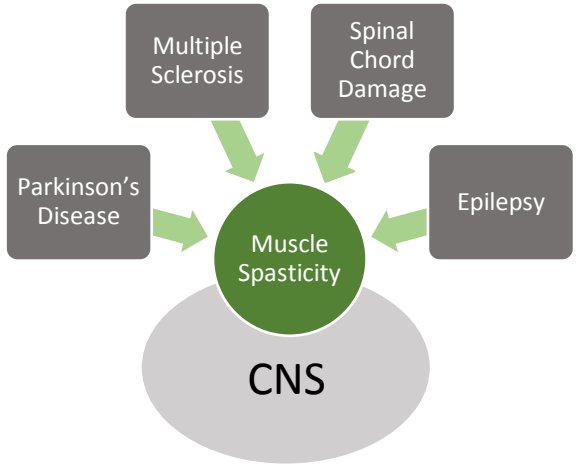
We are committed to minimizing our environmental footprint and have developed proprietary energy and water conservation processes for our existing facilities that we plan on employing in CT. In addition, we utilize design plans to incorporate repurposed and salvaged materials and ecologically available woods such as bamboo. Our proprietary indoor cultivation facility engineering techniques enable us to reclaim over 85% of the water used in the facility. The solar arrays and energy technologies we employ in our lighting systems reduce energy requirements and heat output which makes our facilities substantially more energy efficient than competitors (up to 40% less energy intensive).

Broad Product Assortment (cont'd)

- Given the qualifying conditions specified by the State, the most common symptoms amongst registered patients will likely be chronic pain, muscle spasticity and depression driven by central nervous system, HIV/AIDS, Cancer and auto immune disorders.
- Based on our experience treating patients with these symptoms in other markets we have tailored our product plan and offering accordingly for the appropriate range of inhaled, ingested and topical products, all of which can help treat the symptoms caused by these qualifying conditions.







AFFECTED SYSTEMS
CNS: Nervous system
E: Endocrine
GI: Digestive
I: Immune
L: Lymphatic
MS: Muscular/skeletal
R: Reproductive
RE: Respiratory
U: Urinary

Highest Quality Products

Quality and Consistency

We will **consistently** produce a **broad assortment** of **high quality** strains and related products

Great River Growers' Standard Operating Procedures (SOPs) govern quality control and plant safety in the production facility. Plants will be grown and harvested in the cultivation area of the production facility, which will be well-sanitized and maintained by trained employees who will be required to follow specific personal hygiene protocols, including wearing hair nets, protective gloves, and other equipment consistent with appropriate laboratory attire.

Flexible Pricing & Promotions

GREAT RIVER
GROWERS

Pricing

- Based on the breadth of our product offering we will offer our dispensary facility customers a broad spectrum of pricing which they can in turn provide to their eligible patients.
- We will co-sponsor/subsidize charity care discounts offered by dispensary facilities to qualified patients such as low income, senior citizens and veterans.

Promotions

- Great River Growers LLC will offer its' dispensary facility customers frequent promotions to help incentivize patient trial of new strains and product offerings.
- We plan to offer our dispensary facility customers financing options for bulk/long term orders and discounts for bulk purchases.

Leading Educational Provider

- Great River Growers LLC will be a leading resource for providing educational material pertaining to the products manufactured and developed by the production facility.
- We will provide ample information and support to the dispensary facilities and their respective employees selling our products, which they can in turn provide to their patients.
- This will take the form of product brochures, links to our website, in-house educational/training sessions for dispensary staff and offering to lead patient discussion groups in each dispensary facility.

Our Mission

At Great River Growers our mission is to be the premier provider of pharmaceutical-grade medical marijuana products for licensed dispensary facilities in the State of Connecticut. Our products are manufactured and developed to ensure dispensary facilities can offer all qualifying patients a better, natural way to eliminate their suffering and improve their lives. We are committed to being the industry leader in quality, compliance, innovation, research, social responsibility and education - consistently exceeding dispensary facilities', research partners' and regulators' expectations.

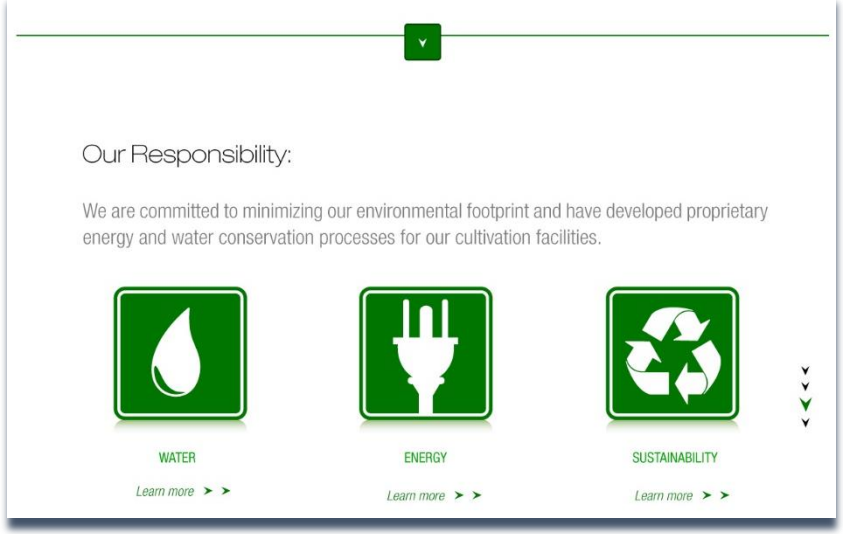
QUALITY

Our primary goal is to provide dispensary facilities with a wide-variety of pharmaceutical-grade, organically grown medical marijuana products and the highest quality customer service available in any market. Every aspect of our business is execution-focused and driven by a combination of dispensary facility needs, our collective experience, the requirements to produce pharmaceutical-grade products and regulatory compliance.

Our range of experience spans the gamut of growing environments from the highest quality, indoor organic hydroponic facilities that utilize highly specialized, proprietary micro climates that produce genetic replicas to larger greenhouse operations that offer dispensary facilities high quality products with a lower price point. Our team also has decades of experience with other consumer crops that we use to test new organic methods and utilize as donations to local food banks.

RESPONSIBILITY

We are committed to minimizing our environmental footprint and have developed proprietary energy and water conservation processes for our existing facilities that we plan on employing in CT. In addition, we utilize design plans to incorporate repurposed and salvaged materials and ecologically available woods such as bamboo. Our proprietary indoor cultivation facility engineering techniques enable us to reclaim over 85% of the water used in the facility. The solar arrays and energy technologies we employ in our lighting systems reduce energy requirements and heat output which makes our facilities substantially more energy efficient than competitors (up to 40% less energy intensive).



Our Responsibility:

We are committed to minimizing our environmental footprint and have developed proprietary energy and water conservation processes for our cultivation facilities.

WATER

Learn more

ENERGY

Learn more

SUSTAINABILITY

Learn more

Strong Security & Compliance Protocols

Great River Growers LLC dispensary facility customers will benefit from our proprietary security systems and processes and transportation protocols that ensure the secure delivery of product to their dispensary facilities.

We are committed to the following:

- Establishing and maintaining security protocols and infrastructure that exceeds legal requirements and the expectations of our customers.
- Working in close partnership with local and state law enforcement, government authorities and environmental organizations to ensure every aspect of our operation exceeds all standards and expectations.
- Leveraging the training modules and the company's policies and procedures that were developed and implemented over several years.
- Incorporating and reinforcing duplicative checks and balances that draw from the experience of operating in stringent, medically-focused regulatory environments elsewhere and have been adjusted and re-written to incorporate and adopt the unique aspects of Connecticut's program.

Respect & Responsibility

Sponsorship & donations

Great River Growers LLC will co-sponsor subsidy programs for patients (low income, veterans and senior citizens) and will allocate up to 15% of the company's profit to local, charitable organizations and programs including food banks, law enforcement, education/rehabilitation and low income housing. We utilize our excess production capacity to make donations of fresh hydroponic produce to local shelters.

Respect & Responsibility (cont'd)

GREAT RIVER
GROWERS

Education & research

Great River Growers LLC will actively partner with leading doctors, clinics and case workers using proprietary HIPAA compliant IT system. Again, the primary goal here is educational in nature. We want to ensure that the medical community understands the efficacy of breadth of the product offering that is available to their patients.

Our dispensary facility customers and their patients will have the ability to participate in research that we will be sponsoring and conducting with the Health Outcomes, Policy and Economics ("HOPE") Collaborative Group at the University of Connecticut School of Pharmacy. In addition, we have committed to work in partnership with the Connecticut Pharmacists Association as well as the Canadian Consortium for the Investigation of Cannabinoids to conduct primary research and create a body of information that will be available for the benefit of regulators, researchers and patients alike. This research will lay the groundwork, and set the standard for, all other producers and instill confidence that Great River Growers LLC and the State of Connecticut are at the forefront of providing medical marijuana in a controlled and studied medical program.

Marketing Tools

Our multi-channel retail and product marketing approach empowers our customers to conveniently and securely leverage the education, services, products and resources their patients require.

Website & Mobile

Great River Grower customers will have access to unlimited resources from education, to product comparison and pricing tools, to product information through a comprehensive desktop and mobile site.

Product Marketing

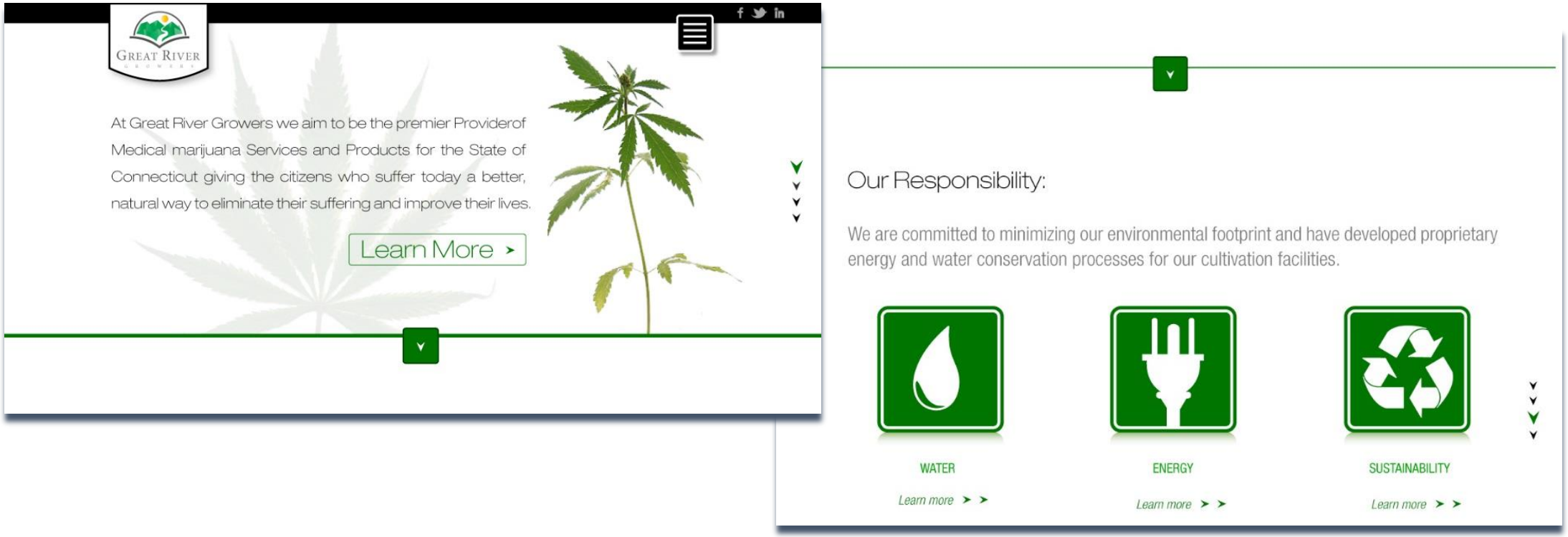
Great River Grower customers will have access to a variety of product marketing tools including packaging, brochures, comparison and pricing charts to help their patients understand and find the right treatment programs for them.

Retail Marketing

Great River Grower customers will have access to a variety of retail marketing tools including signage, brochures, web applications and outreach events to provide ongoing education to their patients around the proper use of medical marijuana.

Marketing Tools (cont'd)

Our multi-channel retail and product marketing approach empowers our customers to conveniently and securely leverage the education, services, products and resources their patients require.



Connect with us:

xxx.xxx.xxxx

Facebook.com/GreatRiverGrowers

info@GreatRiverGrowers.com

GreatRiverGrowers.com

Our mission is to be the premier provider of pharmaceutical-grade medical marijuana products for licensed dispensary facilities in the State of Connecticut.

GREAT RIVER

GROWERS

Our Mission

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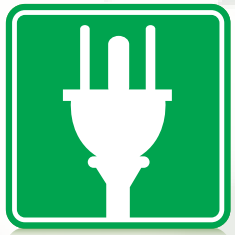


GREAT RIVER
GROWERS

Appendix K1

Incorporation Documents and Bylaws

In Re: RFA Section E Question 1

INCORPORATION DOCUMENTS AND BYLAWS

1.0 INCORPORATION DOCUMENTS AND BYLAWS OVERVIEW

Great River Growers LLC was incorporated in Connecticut and is currently in good standing with the State.

The following documents are attached hereto:

- Articles of Organization
- Certificate of Legal Existence
- Bylaws

Please find the above identified documents on the following pages:

FILING [redacted] PG 01 OF 02 VOL B-01855
FILED 10/03/2013 09:00 AM PAGE 01242
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

SECRETARY OF THE STATE (

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTI

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106

PHONE: 860-509-6003 WEBSITE: www.concord-sots.ct.gov

ARTICLES OF ORGANIZATION

LIMITED LIABILITY COMPANY - DOMESTIC

C.G.S. §§34-120; 34-121

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 81/2 X 11 SHEETS IF NECESSARY.

FILING PARTY *(CONFIRMATION WILL BE SENT TO THIS ADDRESS)*:

NAME: Robert K. Mayerson

ADDRESS: [redacted]

CITY: [redacted]

STATE: [redacted] ZIP: [redacted]

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.)

Great River Growers LLC

2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED:
ATTACH 81/2 X 11 SHEETS IF NECESSARY. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Act.

3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED: *(NO P.O. BOX)* PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE.

ADDRESS: 1131-O Tolland Turnpike, Suite 296

CITY: Manchester

STATE: CT ZIP: 06042

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)*

☐ **A. IF AGENT IS AN INDIVIDUAL.**
PRINT OR TYPE FULL LEGAL NAME:

BUSINESS ADDRESS *(P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"*	**CONNECTICUT RESIDENCE ADDRESS** *(P.O. BOX NOT ACCEPTABLE)*
ADDRESS:	ADDRESS:
CITY:	CITY:
STATE:	STATE:
ZIP:	ZIP:

SIGNATURE ACCEPTING APPOINTMENT:

FORM LC-1-1.0
Rev. 1/11/2011

FILING [redacted] PG 02 OF 02 VOL B-01855
FILED 10/03/2013 09:00 AM PAGE 01243
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

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

Corporation Service Company

CT BUSINESS ADDRESS *(P.O.BOX UNACCEPTABLE)*

ADDRESS: 50 Weston Street

CITY: Hartford

STATE: Connecticut ZIP: 06120 - 1537

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

Linda Snook

PRINT NAME & TITLE OF PERSON SIGNING:

Linda Snook
Assistant VP

6. MANAGER OR MEMBER INFORMATION-*REQUIRED:* *(MUST LIST AT LEAST ONE MANAGER OR MEMBER OF THE LLC.)*
ATTACH 81/2 X 11 SHEETS IF NECESSARY.

NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) *IF NONE, MUST STATE "NONE"*	RESIDENCE ADDRESS: (No. P.O Box)
Columbia Care CT, LLC	Member	1131-O Tolland Turnpike, Suite 296 Manchester, CT 06042	1131-O Tolland Turnpike, Suite 296 Manchester, CT 06042

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 3rd DAY OF October, 20 13

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
ROBERT K MAYERSON	[redacted]

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH [redacted] 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

FORM LC-1-1.0
Rev. 1/11/2011

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

OCTOBER 4,2013

ROBERT K. MAYERSEO
[redacted]

RE: Request for Information

Work Order Number: 2013291388-002
Type of Request: CERTIFIED COPY
Work Order Payment Received: 550.00
Payment Received: 105.00
Credit on Account: .00
Customer Id: [redacted]

Attached is the information you requested.

Copies of most filings may be requested from our office. Due to the implementation of CONCORD, you may receive more information than you requested. Please read your request for information carefully.

RUBY VEAL
Commercial Recording Division
860-509-6003

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

OCTOBER 4,2013

ROBERT K. MAYERSEO
139 STOW ROAD
HARVARD, MA 01451

RE: Acceptance of Business Filing

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

Business Name:
GREAT RIVER GROWERS LLC

Work Order Number: 2013291388-001
Business Filing Number: [redacted]
Type of Request: ARTICLES OF ORGANIZATION
File Date/Time: OCT 03 2013 09:00 AM
Effective Date/Time:
Work Order Payment Received: 550.00
Payment Received: 170.00
Credit on Account: .00
Customer Id: [redacted]
Business Id: 1119652

RUBY VEAL
Commercial Recording Division
860-509-6003
WWW.CONCORD.SOTS.CT.GOV

BUSINESS FILING REPORT

WORK ORDER NUMBER:2013291388-001
BUSINESS FILING NUMBER: [redacted]

BUSINESS NAME:

GREAT RIVER GROWERS LLC

BUSINESS LOCATION:

1131-0 TOLLAND TURNPIKE
SUITE 296
MANCHESTER,CT 06042

MEMBER INFORMATION FOR ONE MEMBER:

NAME:COLUMBIA CARE CT, LLC
TITLE:MEMBER

** END OF REPORT **

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

GREAT RIVER GROWERS LLC

a domestic limited liability company, were filed in this office on October 03, 2013.

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: October 07, 2013

Business ID: 1119652 Express Certificate Number: 2013293837001

Note: To verify this certificate, visit the web site http://www.concord.sots.ct.gov

GREAT RIVER GROWERS LLC BY LAWS
(a Connecticut Limited Liability Company)

RECITAL:

The party to this agreement, Columbia Care CT LLC, a Delaware limited liability company, (the "Member") is entering into this agreement for the purpose of forming a limited liability company that is to be managed by one or more managers (the "Managers") under the Limited Liability Company Act of the State of Connecticut (the "Act") on November 1, 2013.

AGREEMENTS:

1. FORMATION

1.1 Name. The name of this limited liability company (the "Company") is Great River Growers LLC.

1.2 Articles of Organization. Articles of Organization for the Company were filed with the Secretary of State for the state of Connecticut on October 3, 2013.

1.3 Duration. The Company will exist until dissolved as provided in this agreement.

1.4 Principal Office. The Company's principal office will initially be at 1131-0 Tolland Turnpike, Suite 296, Manchester, Connecticut, but it may be relocated by the Managers at any time.

1.5 Designated Office and Agent for Service of Process. The Company's initial designated office will be at 50 Weston Street, Hartford, Connecticut 06120, and the name of its initial agent for service of process at that address will be Corporation Service Company. The Company's designated office and its agent for service of process may only be changed by filing notice of the change with the Secretary of State of the state in which the articles of organization of the Company were filed.

1.6 Purposes and Powers. The Company is formed for the purpose of engaging in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Act. The Company has the power to do all things necessary, incident, or in furtherance of that business.

1.7 Title to Assets. Title to all assets of the Company will be held in the name of the Company. No Member has any right to the assets of the Company or any ownership interest in those assets except indirectly as a result of the Member's

ownership of an interest in the Company. No Member has any right to partition any assets of the Company or any right to receive any specific assets upon liquidation of the Company or upon any other distribution from the Company.

2. MEMBERS, CONTRIBUTIONS AND INTERESTS

2.1 Initial Members. The names and addresses of the Members of the Company, the amounts of their initial capital contributions, and their initial Ownership Interests are:

Name and address	Ownership Interest
Columbia Care CT LLC 1131-0 Tolland Turnpike Suite 296 Manchester, CT 06042	100%

2.2 Initial Capital Contribution. The initial capital contributions of Columbia Care CT LLC must be paid to the Company in a manner consistent with the term of the Compensation Agreement- Obligation of Financial Support contract to be executed contemporaneously with these bylaws or within seven (7) days thereof.

2.3 Additional Members. Additional members of the Company may not be admitted except with the approval of the Members and in accordance with relevant Connecticut rules, law, regulations, particularly the Connecticut General Statutes sections 21a-408 *et seq.* and the Regulations of Connecticut State Agencies sections 21a-408-1 *et seq*.

2.4 Additional Contributions. Except as otherwise provided in the Act, no Member is required to contribute additional capital to the Company. Additional capital contributions to the Company may be made by the Members only with the approval of the Managers. If the Managers approve additional capital contributions, the Managers must set a maximum amount of such contributions that will be accepted from the Members. Each Member will then have the right, but not the obligation, to contribute a pro rata share of the maximum based upon the Member's Ownership Interest. If any Member elects to contribute less than the Member's pro rata share of the maximum, the other Members may contribute the difference on a pro rata basis in accordance with their Ownership Interests or on any other basis they may agree upon.

2.5 No Interest on Capital Contributions. No interest will be paid on capital unless otherwise agreed upon.

2.6 Capital Accounts. An individual capital account will be maintained for each Member. A Member's capital account will be credited with all capital contributions made by the Member and with all income and gain (including any

income exempt from federal income tax) allocated to the Member. A Member's capital account will be charged with the amount of all distributions made to the Member and with all losses and deductions (including deductions attributable to tax-exempt income) allocated to the Member. Members' capital accounts must be maintained in accordance with the federal income tax accounting principles prescribed in Treasury Regulations §1.704-1(b)(2)(iv).

2.7 Outside Activities. Members may engage in business and investment activities outside the Company, and neither the Company nor the other Members have any rights to the property, profits, or benefits of such activities. But no Member may enter into any business or investment activity that is competitive with the business of the Company unless the activity was approved in advance by action of the Members.

3. ALLOCATION OF PROFITS AND LOSSES

3.1 Determination. The net profit or net loss of the Company for each fiscal year will be determined according to the accounting principles employed in the preparation of the Company's federal income tax information return for that fiscal year. In computing net profit or net loss for purposes of allocation between Members, no special provision will be made for tax-exempt or partially tax-exempt income of the Company, and all items of the Company's income, gain, loss, or deduction required to be separately stated under IRC §703(a)(1) will be included in the net profit or net loss of the Company.

3.2 Allocation of Net Profits and Net Losses. The net profit or net loss of the Company for a fiscal year will be allocated among the Members in proportion to their Ownership Interests.

3.3 Allocations Solely for Tax Purposes. In accordance with IRC §704(c) and the corresponding regulations, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company will be allocated among the Members, solely for income tax purposes, so as to take into account any variation between the adjusted basis of such property for federal income tax purposes in the hands of the Company and the agreed value of such property as set forth in this agreement, or in any document entered into at the time an additional contribution is made to the Company. Any elections or other decisions relating to the allocations to be made under this section will be made by the Managers. The allocations to be made under this section are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken into account in computing, any Member's capital account, allocable share of the net profits and net losses of the Company, or right to distributions.

3.4 Prorates. If a Member has not been a Member during a full fiscal year of the Company, or if a Member's Ownership Interest in the Company changes during a fiscal year, the net profit or net loss for the year will be allocated to the Member

based only on the period of time during which the Member was a Member or held a particular Ownership Interest. In determining a Member's share of the net profit or net loss for a fiscal year, the Managers may allocate the net profit or net loss ratably on a daily basis using the Company's usual method of accounting. Alternatively, the Managers may separate the Company's fiscal year into two or more segments and allocate the net profits or net losses for each segment among the persons who were Members, or who held particular Ownership Interests, during each segment based upon their Ownership Interests during that segment.

4. DISTRIBUTIONS

4.1 Distributions to Pay Taxes. To enable the Members to pay taxes on income of the Company that is taxable to the Members, the Company must make cash distributions to the Members, during each fiscal year, in an amount equal to the product of (a) the highest aggregate rate of federal, state, and local income and self-employment tax imposed on the Company's income for that fiscal year (taking into account the deductibility of state and local income taxes for federal income tax purposes) allocated to any Member who was a Member for the full fiscal year times (b) the amount of the taxable income of the Company allocated to all Members for that fiscal year. Distributions must be paid at least quarterly during each fiscal year at times that coincide with the Members' payment of estimated taxes, and the amount of each distribution will be based upon the anticipated taxable income of the Company for the fiscal year of the distribution and the anticipated tax rates of Members, as determined at the time the distribution is made. The Company's obligation to make distributions under this section is subject to the restrictions governing distributions under the Act.

4.2 Additional Distributions. Subject to the restrictions governing distributions under the Act, additional distributions of cash or property may be made from time to time by the Company to the Members, at such times and in such amounts as the Managers determine.

4.3 Allocation of Distributions. All distributions to pay taxes and additional distributions must be made to Members in proportion to their Ownership Interests.

5. MANAGERS

5.1 Number and Qualifications. As provided in the Articles of Organization of the Company, the Company will be managed by Managers. The number of Managers serving at any given time will be the number elected by the Members, but the number may not be less than one nor more than three. Managers may be entities as well as individuals and need not be Members.

5.2 Initial Managers. There will initially be three Managers of the Company, Nicholas Vita, Michael Abbott and Robert Mayerson.

5.3 **Election and Term.** Managers will be elected at meetings of the Members called for the purpose of electing Managers. The notice of any meeting of the Members at which Managers are elected must state that the purpose, or one of the purposes, of the meeting is the election of Managers. Each Manager, including each of the initials Manager named in this agreement, will serve for a term ending at the next meeting of Members called for the purpose of electing Managers, or until the Manager's earlier death, resignation, or removal.

5.4 **Resignation and Removal.** A Manager may resign at any time by delivering a written resignation to the Members. The resignation will be effective when received by all Members unless a later effective date is stated in the written resignation. The Members may remove any Manager at any time, with or without cause. But a Manager may be removed by the Members only at a meeting of the Members called for the purpose of removing the Manager, and the notice of the meeting must state that the purpose, or one of the purposes, of the meeting is the removal of a Manager. The resignation or removal of a Manager who is also a Member will not constitute a withdrawal or expulsion of the Manager as a Member of the Company or otherwise affect the Manager's rights as a Member.

5.5 **Authority.** Subject to the limitations imposed by this agreement or by action of the Managers or the Members, each Manager is an agent of the Company and has authority to bind the Company in the ordinary course of the Company's business. But no Manager has authority to engage in any of the following acts unless the act was approved in advance by action of the Members:

5.5.1 To sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company;

5.5.2 To merge the Company with any other entity;

5.5.3 To amend the Articles of Organization of the Company;

5.5.4 To incur indebtedness by the Company other than in the ordinary course of business;

5.5.5 To authorize a transaction involving an actual or potential conflict of interest between a Manager or a Member and the Company;

5.5.6 To change the nature of the business of the Company; or

5.5.7 To commence a voluntary bankruptcy case for the Company.

The Managers may, but are not required to, refer any other matter to a vote of the Members.

5.6 **Other Agents.** By action of the Managers, other agents may be authorized to act on behalf of the Company. The authority given such agents may be general or may be limited to specific matters.

5.7 **Powers of Members.** No Member who is acting solely in his or her capacity as a Member is authorized to act on behalf of the Company.

5.8 **Devotion of Time; Outside Activities.** Each of the Managers must devote so much time and attention to the business of the Company as the Managers agree is appropriate. Managers may engage in business and investment activities outside the Company, and neither the Company nor the Members have any rights to the property, profits, or benefits of such activities. But no Manager may enter into any business or investment activity that is competitive with the business of the Company unless the activity was approved in advance by action of the Members. No Manager may use any property or assets of the Company other than for the operation of the Company's business. For this purpose, the property and assets of the Company include, without limitation, information developed for the Company, opportunities offered to the Company, and other information or opportunities entrusted to a Manager as a result of being a Manager of the Company.

5.9 **Compensation and Reimbursement.** The Managers will be paid such salaries and other compensation as may be fixed from time to time by action of the Members. The fact that a Manager is also a Member will not prevent the Manager from receiving a salary or other compensation from the Company. Managers are also entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

5.10 **Meetings of Managers.** If there is more than one Manager serving, meetings of the Managers may be called by any Manager. Except as provided in section 7.1, meetings of the Managers will be held at the principal office of the Company, unless another place is fixed by action of the Managers. Notice of the date, time, and place of all meetings must be given to each Manager at least 24 hours prior to the meeting. The notice must be written. Written notice will be effective at the earliest of the following times: (a) when received by the Manager, (b) when sent by facsimile or other form of electronic communication reasonably expected to be received immediately at the Manager's place of business, or (c) three days after mailing. A majority of Managers constitutes a quorum for any meeting of the Managers. Each Manager is entitled to one vote, and a matter submitted to a vote at a meeting of the Managers will be approved if a majority of the Managers voting on the matter vote in favor of the matter.

6. MEMBER MEETINGS

6.1 **Meetings.** A meeting of Members may be called by the Managers or by Members holding at least 10 percent of the Ownership Interests. If a meeting is called by Members, the Members must deliver a written demand for a meeting addressed to the Managers at the Company's principal office, and the written demand must state the purpose for which the meeting is to be held. Meetings of the Members will be held at the principal office of the Company, or at another place within 25 miles of the principal office that is fixed by action of the Managers and is set forth in the notice of the meeting, unless otherwise agreed upon.

6.2 **Notice of Meetings.** Notice of the date, time, and place of all meetings must be given to each Member in writing not earlier than 60 days nor less than 10 days before the meeting date. The notice must be mailed to each Member at the Member's address as shown on the Company's records and must include a description of the purpose or purposes for which the meeting is called.

6.3 **Record Date.** The Members who are entitled to notice of a meeting of Members and to vote at the meeting, and their respective Ownership Interests, will be determined as of the record date for the meeting. Except as provided by section 7.1, the record date may be selected by the Managers and may not be more than 70 days nor less than 3 days before the meeting. If the Managers do not select a record date for a meeting of Members, the record date will be the date on which the initial notice of the meeting was mailed to the Members.

6.4 **Quorum and Voting.** A Member may be represented at a meeting of Members, and may vote, in person or by written proxy. The presence at a meeting of Members, in person or by proxy, holding more than 50 percent of the Ownership Interests constitutes a quorum. Each Member is entitled to vote the Member's Ownership Interest. Except as otherwise provided in the articles of organization, this agreement, or the Act, a matter submitted to a vote at a meeting of the Members will be approved if a majority of the Ownership Interests voted on the matter are voted in favor of the matter.

6.5 **Self Interest.** A Member does not violate any duty or obligation to the Company merely as a result of engaging in conduct that furthers the interest of the Member. A Member may lend money or transact other business with the Company, and, in this case, the rights and obligations of the Member will be the same as those of a person who is not a Member, so long as the loan or other transaction has been approved or ratified by the Managers, or has been approved or ratified by the Members if the loan or other transaction involves a Manager. Unless otherwise provided by applicable law, a Member with a financial interest in the outcome of a particular action is nevertheless entitled to vote on such action.

7. ACTION BY MANAGERS OR MEMBERS

7.1 **Meetings Without Notice.** Notwithstanding any other provision of this agreement, if all of the Managers or all of the Members hold a meeting at any time or place and no Manager or Member objects to the lack of notice, the meeting will be valid even if there was no notice or the notice given was insufficient, and any action taken at the meeting will be the action of the Managers or Members, as the case may be.

7.2 **Actions Without Meeting.** Any action required or permitted to be taken by the Managers or by the Members at a meeting may be taken without a meeting if a written consent setting forth the action taken is signed by all of the Managers or Members, as the case may be. All written consents of the Managers and Members must be retained as part of the Company's records of meetings.

7.3 **Meetings by Telephone.** Meetings of the Managers or Members may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting. If a Manager or Member participates in a meeting by conference telephone or by other means authorized by this section, the Manager or Member will be considered to be present at the meeting in person.

8. ACCOUNTING AND RECORDS

8.1 **Books of Account.** The Managers must keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business and for the carrying out of this agreement. At a minimum, the following must be maintained at the principal office of the Company: (a) financial statements for the three most recent fiscal years; (b) federal, state, and local income tax returns for the three most recent fiscal years; (c) a register showing the current names and addresses of the Members; (d) a copy of the Company's Articles of Organization and any amendments thereto; (e) this agreement and any amendments thereto; (f) minutes of any meetings of Managers or Members; and (g) consents to action by Managers or Members. Each Member will have access to all such books and records at all times.

8.2 **Fiscal Year.** The fiscal year of the Company will be the calendar year.

8.3 **Accounting Reports.** Within 90 days after the close of each fiscal year, Company must deliver to each Member an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of the year and a profit and loss statement for the year.

8.4 **Tax Returns.** The Company must prepare and file all required federal, state, and local income tax and other tax returns on a timely basis. Within 90 days after the end of each fiscal year, the Company must deliver to each Member a Schedule K-1, showing the amounts of any distributions, contributions, income, gain, loss, deductions, or credits allocated to the Member during the fiscal year.

8.5 **Tax Matters Partner.** Anytime the Company has more than 10 Members, any Member is an entity other than an estate or a C corporation, or any Member is a nonresident alien individual, the Managers must designate one of the Members as the tax matters partner of the Company in accordance with IRC §6231(a)(7) and keep such designation in effect at all times. In making this designation, preference must be given to Members who are also Managers.

9. DISSOCIATION AND DISSOLUTION

9.1 **Withdrawal.** A Member may not withdraw from the Company.

9.2 **Events of Dissolution.** Except as otherwise provided in this agreement, the Company will dissolve upon the earliest of: (a) the death, incompetence, expulsion, bankruptcy, or dissolution of any Member; (b) approval of a dissolution of the Company by action of the Members; or (c) at such time as the Company has no Members.

9.3 **Effect of Member's Dissociation.** Within 120 days of the death, incompetence, expulsion, bankruptcy, or dissolution of a Member, the other Members (whether one or more) may elect to continue the Company by themselves or with others, and to cause the Company to purchase the interest of the dissociating Member pursuant to the provisions of the sections of this agreement relating to purchase price and payment for member's interest. Making the election is in the sole discretion of the other Members and requires the consent of other Members holding a majority of the Ownership Interests held by the other Members. Notice of the election must be given in writing to the dissociating Member or the dissociating Member's successor in interest promptly after the election is made. If the other Members do not so elect, the Company will be dissolved.

9.4 **Purchase Price.** If the other Members elect to cause the Company to purchase the interest of a dissociating Member under the section of this agreement relating to effect of Member's dissociation, the purchase price of the dissociating Member's interest in the Company will be determined by agreement between the Managers and the dissociating Member. If an agreement on the purchase price is not reached within 30 days following the election to purchase the interest of the dissociating Member, the interest must be valued by a third party appraiser selected by the Managers who is reasonably acceptable to the dissociating Member, and the purchase price will be the value determined in that appraisal. In appraising the interest to be purchased, the appraiser must determine the fair market value of the interest as of the date of the event of dissociation. In determining the value, the appraiser must consider the greater of the liquidation value of the Company or the value of the Company based upon sale of the entire Company as a going concern. The appraiser must also consider appropriate minority interest, lack of marketability, and other discounts. If the appraisal is not completed within 120 days following the election to purchase the interest of the

dissociating Member, either the Managers or the dissociating Member may apply to a court of competent jurisdiction for the appointment of another appraiser, in which case the court-appointed appraiser must appraise the interest of the dissociating Member in accordance with the standards set forth in this section, and the purchase price will be the value determined in that appraisal.

9.5 **Payment for Member's Interest.** The purchase price for the interest of a Member purchased under the section of this agreement relating to effect of member's dissociation will be paid as follows:

9.5.1 The purchase price will bear interest from the date of the election of the other Members to purchase the dissociating Member's interest at the prime rate of interest in effect on the date of the election as quoted in The Wall Street Journal or, if that publication is not available, another reputable national publication selected by the Managers that is reasonably acceptable to the dissociating Member.

9.5.2 The purchase price will be payable in accordance with the terms of a promissory note of the Company providing for the payment of the principal amount in 60 equal monthly installments, including interest on the unpaid balance, with the first installment to be due one month after the date of closing and an additional installment to be due on the same day of each month thereafter until the promissory note is paid in full. The promissory note will bear interest from the date of the closing at the rate specified above. The promissory note must provide that if any installment is not paid when due, the holder may declare the entire remaining balance, together with all accrued interest, immediately due and payable. Partial or complete prepayment of the remaining balance due under the promissory note will be permitted at any time without penalty, provided that any partial prepayment will not affect the amount or regularity of payments coming due thereafter.

9.5.3 The purchase must be closed within 30 days following the determination of the purchase price. At the closing, the dissociating Member must sign and deliver to the Company a written assignment transferring the entire interest of the dissociating Member in the Company to the Company free and clear of all encumbrances. Such assignment must contain warranties of title and good right to transfer. At the closing, the Company must pay the accrued interest on the purchase price then due to the dissociating Member, and the Company must also deliver its promissory note to the dissociating Member. Each of the other Members must sign and deliver to the dissociating Member a security agreement granting a security interest to the dissociating Member in that percentage of the interest of each of the other Members in the Company equal to the Ownership Interest of the dissociating Member being purchased by the Company. The security agreement must be in a form reasonably acceptable to the attorney for the

dissociating Member and will secure payment of the promissory note by the Company. The security agreement must provide that if there is a default in the payment of the promissory note by the Company and the security interest is foreclosed or the interest in the Company is retained by the secured party in satisfaction of the indebtedness, the interest may be transferred without the necessity of tendering the interest to the Company under the section of this agreement relating to tender of interest and the person acquiring the interest in the Company will be admitted as a member of the Company without further consent of the Members being required.

9.6 Effect of Purchase of Member's Interest. A dissociating Member will cease to be a Member upon the election of the other Members to cause the Company to purchase the dissociating Member's interest pursuant to the section of this agreement relating to effect of member's dissociation. Thereafter, the dissociating Member will have no rights as a Member in the Company, except the right to have the dissociating Member's interest purchased in accordance with the terms of this agreement.

9.7 Successor in Interest. For purposes of this section relating to dissociation and dissolution, the term "dissociating Member" includes the dissociating Member's successor in interest.

10. WINDING UP AND LIQUIDATION

10.1 Liquidation Upon Dissolution. Upon the dissolution of the Company, the Managers must wind up the affairs of the Company unless the dissolution results from the dissociation of a Member and the other Members elect to continue the Company under the provisions of this agreement relating to effect of member's dissociation. If the affairs of the Company are wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must be promptly liquidated. Following liquidation of the assets of the Company, the proceeds thereof must be applied and distributed in the following order of priority:

10.1.1 To creditors of the Company in satisfaction of liabilities and obligations of the Company, including, to the extent permitted by law, liabilities and obligations owed to Members as creditors (except liabilities for unpaid distributions);

10.1.2 To any reserves set up for contingent or unliquidated liabilities or obligations of the Company deemed reasonably necessary by the Managers, which reserves may be paid over to an escrow agent by the Managers to be held by such escrow agent for disbursement in satisfaction of the liabilities and obligations of the Company, with any excess being distributed to the Members as provided below; and

10.1.3 To Members in proportion to the positive balances of their capital accounts, after taking into account all adjustments made to capital accounts for the fiscal year during which the distributions to Members are made.

10.2 Distribution of Property in Kind. With approval of the Members, property of the Company may be distributed in kind in the process of winding up and liquidation. Any property distributed in kind will be valued and treated for the Company's accounting purposes, in accordance with Treasury Regulations §1.704-1(b)(2)(iv)(e)(1), as though the property distributed had been sold at fair market value on the date of distribution. If property is distributed in kind, the difference between the fair market value of the property and its adjusted tax basis will, solely for the Company's accounting purposes and to adjust the Members' capital accounts, be treated as a gain or loss on the sale of the property and will be credited or charged to the Members' capital accounts in the manner specified in the section of this agreement relating to capital accounts.

10.3 Negative Capital Accounts. If any Member has a negative balance in the Member's capital account upon liquidation of the Company, the Member will have no obligation to make any contribution to the capital of the Company to make up the deficit, and the deficit will not be considered a debt owed to the Company or any other person for any purpose.

11. TRANSFER OF MEMBERS' INTERESTS

11.1 General Restrictions. No Member may transfer all or any part of such Member's interest as a member of the Company except as permitted in this agreement. Any purported transfer of an interest or a part of an interest in violation of the terms of this agreement will be null and void and of no effect. For purposes of this section a "transfer" includes a sale, exchange, pledge, or other disposition, voluntarily or by operation of law.

11.2 Securities Law Restriction. Each Member acknowledges that the interest of the Member in the Company has not been registered under the Securities Act of 1933 or applicable state securities laws in reliance upon exemptions from registration and that the resale or other transfer of the interests of Members is restricted by applicable provisions of the Securities Act of 1933 and applicable state securities laws. Each Member agrees that the Member's interest may not be offered for sale, sold, transferred, pledged, or otherwise disposed of unless the interests of the Members in the Company are registered under the Securities Act of 1933 and applicable state securities laws or unless an exemption from registration is otherwise available. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE INTEREST OF A MEMBER IN THE COMPANY MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED, OR OTHERWISE DISPOSED OF BY A MEMBER IN THE ABSENCE OF AN

EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGERS THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED.

11.3 **Permitted Transfers.** Subject to the restrictions contained in the section of this agreement relating to securities law restrictions, a Member may transfer all or a part of the Member's interest in the Company with the prior written consent of all other Members. If the other Members do not consent to a particular transfer and if the transfer does not violate the securities law restriction, the Member may transfer all or a part of the Member's interest if such interest or part has been tendered for sale to the Company in accordance with the section of this agreement relating to tender of interest, the tender has not been accepted within the time limit set forth in that section, the transfer is made to the transferee named in the notice of tender within 180 days after the notice of tender is effective, and the transfer is at a price and upon terms no more favorable to the transferee than those set forth in the notice of tender.

11.4 **Tender of Interest.** If a Member wishes to transfer all or part of the Member's interest in the Company and the other Members do not consent, the interest or the part of an interest to be transferred must be tendered to the Company by giving written notice of such tender to the Company. Such notice must contain the name and address of the proposed transferee, the price to be paid by the proposed transferee for the interest, if any, and the terms of the proposed transfer. If a Member's interest is transferred by operation of law, the successor in interest to the transferring Member may give the required notice of tender to the other Members at any time following the transfer, and such successor in interest will be deemed to have given the notice of tender at the time any other Member gives notice to the successor in interest and to all other Members of the failure to give the notice of tender. Within 30 days after a notice of tender is given, the other Members may accept the tender on behalf of the Company and have the Company purchase the interest tendered for the lesser of the price set forth in the notice of tender (if the proposed transfer is to be by sale) or the price applicable to the purchase of a Member's interest pursuant to the section of this agreement relating to the effect of member’s dissociation. The tender must be accepted on behalf of the Company by giving written notice of acceptance to the transferring Member or the transferring Member’s successor in interest. The purchase may, at the option of the other Members, be on the terms set forth in the notice of tender, if any, or the terms set forth in the section of this agreement relating to payment for member's interest. For purposes of those provisions, the date of the acceptance of the tender will be deemed to be the date on which the other Members elected to purchase the interest of the dissociating Member.

11.5 **Effect of Tender.** The Member tendering the interest will cease to be a Member with respect to the tendered interest upon an acceptance of the tender by the

Company. Thereafter, the Member tendering the interest will have no rights as a Member in the Company, except the right to have the tendered interest purchased in accordance with the terms of this agreement.

11.6 Substitution. If the interest of a Member is transferred, with the consent of the other Members or after the interest has been tendered for sale to the Company in accordance with the section of this agreement relating to tender of interest, the transferee of the interest will be admitted as a Member of the Company effective upon the execution by the transferee and delivery to the Company of a written agreement to be bound by all of the terms and provisions of this agreement. If a Member who is the only member of the Company assigns the Member's entire interest, the transferee will be admitted as a Member of the Company effective upon the transfer. If the transferee is not admitted as a Member, the transferee will only have the right to receive, to the extent assigned, the distributions from the Company to which the transferor would be entitled. The transferee will not have the right to exercise the rights of a Member, including, without limitation, the right to vote or inspect or obtain records of the Company.

12. REPRESENTATIONS AND WARRANTIES OF MEMBERS

Each Member represents and warrants to the Company and the other Members that such Member has acquired an interest in the Company for such Member's own account for investment and not with a view to distribution of the interest.

13. INDEMNIFICATION AND LIABILITY LIMITATION

13.1 Indemnification. Except as otherwise provided in this section, the Company must indemnify each of the Managers to the fullest extent permissible under the law of the state in which the Company is organized, as the same exists or may hereafter be amended, against all liability, loss, and costs (including, without limitation, attorneys' fees) incurred or suffered by the Manager by reason of or arising from the fact that the Manager is or was a manager of the Company, or is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the Managers, provide indemnification to employees and agents of the Company who are not Managers. The indemnification provided in this section is not exclusive of any other rights to which any person may be entitled under any statute, agreement, resolution of Managers or Members, contract, or otherwise. But despite any other provision of this agreement, the Company has no obligation to indemnify a Manager for:

13.1.1 Any breach of the Manager's duty of loyalty to the Company;

13.1.2 Acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;

13.1.3 Any unlawful distribution under the Act; or

13.1.4 Any transaction in which the Manager derives improper personal benefit.

13.2 **Limitation of Liability.** No Manager of the Company is liable to the Company or to the Members for monetary damages resulting from the Manager's conduct as a Manager except to the extent that the Act, as it now exists or may be amended in the future, prohibits the elimination or limitation of liability of managers of limited liability companies. No repeal or amendment of this section or of the Act will adversely affect any right or protection of a Manager for actions or omissions prior to the repeal or amendment.

14. MISCELLANEOUS PROVISIONS

14.1 **Amendment.** The Members may amend or repeal all or part of this agreement by action of the Members, provided that such action is memorialized in writing. This agreement may not be amended or repealed by oral agreement of the Members or by oral or written agreement of the Managers.

14.2 **Binding Effect.** The provisions of this agreement will be binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the Members. But this section may not be construed as a modification of any restriction on transfer set forth in this agreement.

14.3 **Notice.** Except as otherwise provided in other sections of this agreement, any notice or other communication required or permitted to be given under this agreement must be in writing and must be mailed by certified mail, return receipt requested, with postage prepaid. Notices addressed to a Member must be addressed to the Member's address listed in the section of this agreement relating to initial members, or if there is no such address listed for a Member, the address of the Member shown on the records of the Company. Notices addressed to the Company or a Manager must be addressed to the principal office of the Company. The address of a Member, the Company, or a Manager to which notices or other communications are to be mailed may be changed from time to time by the Member's, the Company's, or the Manager's giving written notice to the Members, the Company, and the Managers. All notices and other communications will be deemed to be given at the expiration of three days after the date of mailing.

14.4 **Litigation Expense.** If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement, including any proceeding in the United States Bankruptcy Court, the prevailing party in such proceeding will be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

14.5 **Additional Documents.** Each Member must execute such additional documents and take such actions as are reasonably requested by the Managers in order to complete or confirm the transactions contemplated by this agreement.

14.6 **Counterparts.** This agreement may be executed in two or more counterparts, which together will constitute one agreement.

14.7 **Governing Law.** This agreement will be governed by the law of the state in which the Articles of Organization of the Company have been filed.

14.8 **Severability.** If any provision of this agreement is invalid or unenforceable, this will not affect the remaining provisions.

14.9 **Third-Party Beneficiaries.** The provisions of this agreement are intended solely for the benefit of the Members and Managers and create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by applicable law.

14.10 **Authority.** Each individual executing this agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this agreement will constitute the legally binding obligation of the corporation or other entity that the individual represents.

By: COLUMBIA CARE CT LLC

_____ Date: November 1, 2013

Nicholas Vita,
Chief Executive Officer, President

_____ Date: November 1, 2013

Robert Mayerson,
Chief Financial Officer, Treasurer

_____ Date: November 1, 2013

Michael Abbott,
Chairman, Secretary

GREAT RIVER
GROWERS

Appendix K2

Organizational Chart & Resumes

In Re: RFA Section E Question 2

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

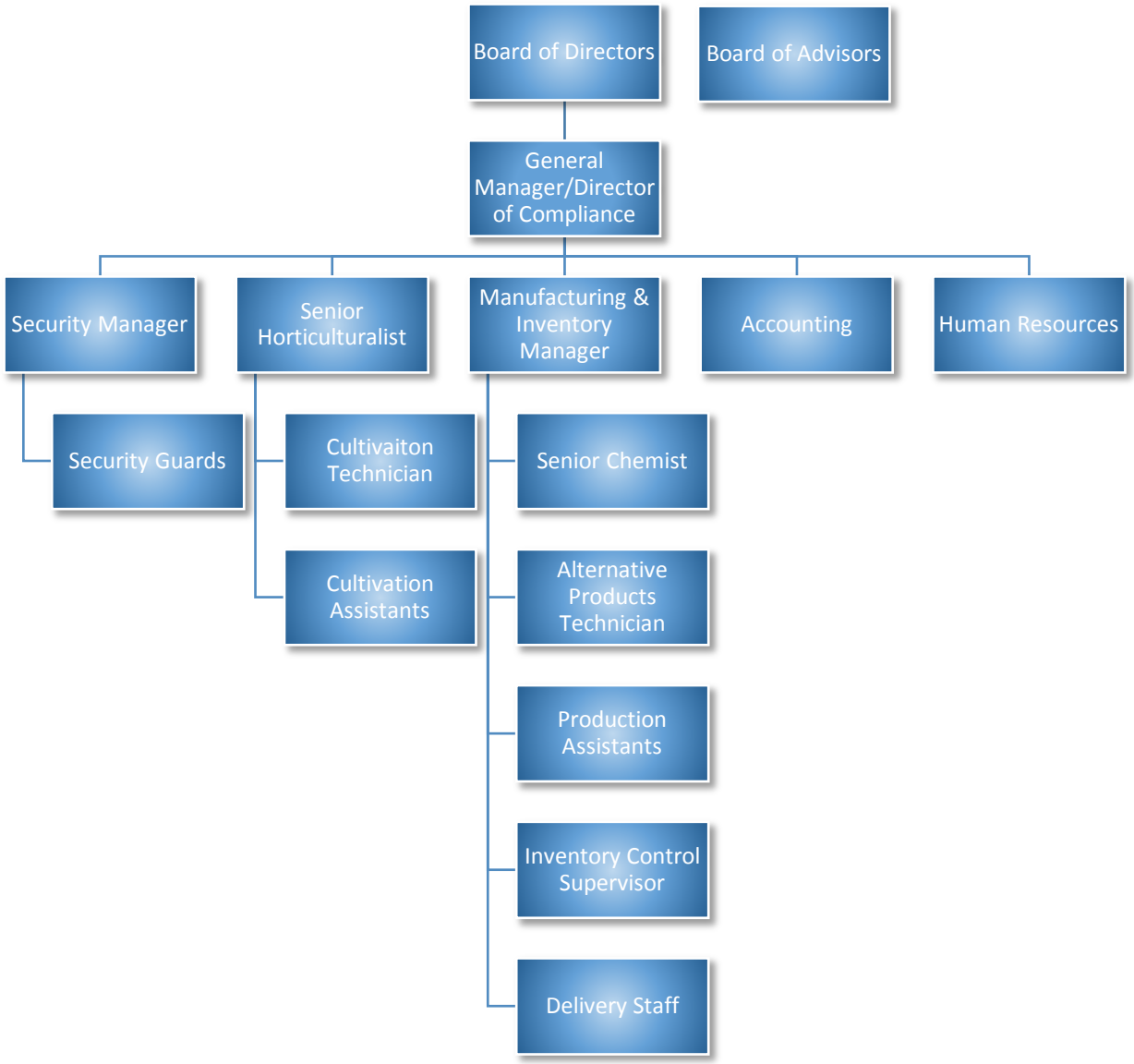
The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

ORGANIZATIONAL CHART

1.0 ORGANIZATIONAL CHART

Below is Great River Growers LLC's current organizational chart:



2.0 POSITION DESCRIPTIONS

Board of Directors

Formulates and oversees the implementation of the strategic goals, vision and mission of Great River Growers LLC. Board Members generally govern the organization, ensure compliance with the company's bylaws, establish broad policies and objectives, ensure the availability of adequate financial resources, approve annual budgets, and set the compensation packages for the company's management.

Board of Advisors

Provides advice and counsel to the Board of Directors with regards to the strategic goals, vision and mission of the organization. Board of Advisor Members, which includes the Scientific Advisory Board, offer opinions on the establishment of broad policies and objectices, and advise on the various transactions of the organization.

General Manager/Director of Compliance

Oversees the entire facility operation and ensures that the production facility successfully delivers on its mission, business objectives and compliance with Connecticut law, particularly the Medical Marijuana program rules and regulations.

Senior Horticulturalist

Overssees all cultivation operations and acitvities from plant genetic selection to nutrient feeding schedule to the harvest and curing process. This position ensures the sterility of the facility and cleanroom cultivation process is implemented according to protocol, and free of any pests, molds, or non-organic products. The position necessitates an innate understanding of what a plant requires – whether it be nutrients, less/more light, or even sound and human connection – based on a plant's then-current expression, posture, color, and scent.

The Senior Horticulturist will ensure that all production facility employees under his management will be properly trained and knowledgeable in Great River Growers LLC's policies and procedures, advanced organic cultivation methods, and the Medical Marijuana production parameters set forth by sections 21a-92 and 21a-92a of the Connecticut General Statutes, the Act, and the Regulations.

Cultivation Technicians

This position supports the activities of the Senior Horticulturalist, particularly with activities related to maintaining a sterile working environment, a cleanroom cultivation process, and all measures to prevent the adulteration of products including keeping plants free of pests, mold, and

other contaminants. This position also assists in the administration of the nutrient feeds, watering, pruning, and other hands-on cultivation procedures.

Cultivation Assistants

Generally assists the Senior Horticulturalist and Cultivation Technicians in all their activities. This position is also responsible for the intense labor related to the harvest and trimming of cultivated plants.

Manufacturing & Inventory Manager

Oversees the activities of the Senior Chemist, the Alternative Products Technicians, and the Inventory Control Supervisor, and ensures all final products are safe, secure and ready for sale to dispensary facility customers. This position serves as the liaison to the dispensary facilties and coordinates all producer-dispensary facility transactions. This position also oversees the maintainence and storage of all production facility records, and oversees the staging and loading of delivery vehicles.

Senior Chemist

Oversees all internal testing of raw flowers, concentrates and alternative Medical Marijuana products, and provides for the accuracy of all packaging and labels in conformance with Great River Growers LLC's quality assurance protocols and Connecticut law. This position works closely with the Alternative Products Technician.

Alternative Products Technicians

Oversees all processing of concentrates and processing of all alternative Medical Marijuana products, including baked goods, capsules, lotions and topical creams. This position is also oversees the safety and quality control of the kitchen and the manufacturing of these products, and assures these products are produced in accordance with the Medical Marijuana program's rules and regulations, the Connecticut Food, Drug and Cosmetic Act, Connecticut General Statutes, sections 21a-91 to 21a-120, and Connecticut General Statutes, sections 21a-151 to 21a-159.

Production Assistants

Generally assists the activities of the Alternative Products Technicians, including handling extractions, infusing butter and oil for the manufacturing of edibles, cooking/baking, packaging and labeling, and proper storage.

Inventory Control Supervisor

Oversees the inventory, disposition and order fulfillment of our Medical Marijuana after harvest, and our alternative Medical Marijuana products, to ensure that all of our protocols for product safety, packaging, bulk storage, retail packaging, and labeling are being followed. Responsible for generating and auditing all inventory control data input and report generation.

Delivery Staff

Handles the transportation and delivery of all products ordered from the production facility by dispensary facility customers. This position is responsible for the safe and secure transition of the products and must follow company protocol and Connecticut law governing transportation.

Security Manager

Oversees security guards and security operations of the facility. Monitors all areas of operations to ensure the safety of staff, plants, products and neighbors, and compliance with all Connecticut laws and regulations

Security Guards

Monitor all areas of operations to ensure the safety of staff, plants, products and neighbors, and compliance with all Connectcit laws and regulations. This position also ensures that only authorized employees have access to the limited-access areas of the facility.

Accountant

Oversees payroll matters, tax matters, and all banking matters for the production facility.

Human Resources

Oversees all hiring and training of production facility employees, addresses any patient complaints or issues, and addresses any staff issues that are not resolved by management directly.

3.0 NAMES AND RESUMES

The following is a list of the names and positions held within Great River Growers LLC:

- Nicholas Vita – Chief Executive Officer-Board of Directors
- Michael Abbott – Chairman-Board of Directors
- Robert K. Mayerson – Chief Financial Officer-Board of Directors
- Nicholas Tamborrino, Pharm. D., MBA – Chief Pharmcaology Advisor-Board of Advisors
- Bernard R. Sullivan – Chief Security Advisor-Board of Advisors
- Troy F. Kaplan – Chief Legal Advisor/Compliance Officer-Board of Advisors
- Nate Nienhuis – Chief Horticultural Advisor-Board of Advisors
- Benjamin Wedeking – Agricultural Advisory Board Member-Board of Advisors
- Dr. Rosemary Mazanet, MD, PhD – Chief Medical Advisor-Board of Advisors
- Dr. D. Barry Boyd – Scientific Advisory Board Member-Board of Advisors
- Alexis Kopikis – Chief Information Technology Advisor-Board of Advisors

The following is an assembly of the resumes of the above identified personnel:

NICHOLAS VITA

EXPERIENCE

06/06 – Present **APELLES INVESTMENT MANAGEMENT, LLC. ("AIM")** **New York, NY**

Senior Partner –. Responsible for sourcing, researching, analyzing and managing investments and operating companies with a focus on private equity; mezzanine financings; high yield, bank, distressed and structured debt, and late-stage venture investments in the healthcare sector. Responsible for Firm build-out and oversight of all operations (business, legal, infrastructure) and team of five investment and operations professionals. Member of the Management and Investment Committees.

Board Memberships: Various corporate and not-for-profit entities

11/02 – 06/06 **ARX INVESTMENT MANAGEMENT L.P.** **New York, NY**

General Partner, Portfolio Manager – Healthcare Sector. Portfolio Manager for multi-billion dollar global credit hedge fund. Responsible for sourcing and analyzing investment opportunities and maintaining industry (executive management, mid-level operators and consultants) and governmental (federal, state and local) contacts. Member of Investment Committee (for all industrial sectors). Provided coverage for all healthcare sub-sectors' public and private investments (long/short) across all asset classes (revolvers, term loans, distressed, HY and IG debt, convertible securities, preferred and common equity). Strategy focused on exploiting cross-capital structure valuation based inefficiencies in highly levered, stressed and distressed credits. Experience with management negotiations/bondholder groups in covenant breach/consent solicitations. Core competencies in enterprise/asset valuation, industry knowledge, capital structure analysis.

01/97 – 11/02 **GOLDMAN, SACHS & CO. INC.** **New York, NY**

3/01 – 11/02 ***Vice President, Investment Banking Division – Healthcare Department.*** Team leader responsible for structuring, developing and executing transactions across all strategic advisory and financing product lines. Analyzed and implemented strategic alternatives for clients including mergers, acquisitions, leveraged buyouts, spin-offs, raid defenses and restructurings. Evaluated financing alternatives including hybrid, preferred and common equity offerings as well as high yield debt and bank financings. Assisted clients with ratings agency presentations. Developed strong personal relationships with senior management teams throughout healthcare sector in US, Europe and Asia. Provided industry expertise and contacts in support of financial sponsor client teams. Served on transaction teams in North America, Asia and Europe and completed over 35 transactions valued over US$14bn.

08/98 – 03/01 ***Associate, Investment Banking Division – Healthcare Department.*** Direct Promote from Analyst to Associate Program. Exempted from graduate degree requirement. Selection rate of less than 10% for analyst program worldwide. Consistent top quartile peer reviews.

02/97 - 08/98 ***Analyst, Investment Banking Division – Healthcare Department.*** Lateral hire from S.G.Warburg, brought into program as 2nd year analyst, and subsequently offered position as 3rd year analyst (less than 30% selection rate in firm-wide analyst program, offer resultant from top 5% class rank).

07/95 - 02/97 **S.G. WARBURG & CO., INC.** **New York, NY**

Analyst, Investment Banking – Mergers and Acquisitions. Analyzed and executed acquisitions (cross-border and domestic), divestitures, mergers, leveraged buy-outs, joint ventures and related financings. Developed analytical models for corporate strategic and transaction valuations. Served on transaction teams in North America, Latin America and Europe.

EDUCATION **COLUMBIA COLLEGE, COLUMBIA UNIVERSITY** **New York, NY**

A.B. in Political Science awarded May 1995. Earned Dean's List for academic achievement. President, Saint Anthony Hall (2 years). Men's Varsity Heavyweight Crew Team (1st boat, 1993 Columbia University "Crew of the Year"). Managed fund raising efforts for various charities.

Michael Abbott

17 East 80th Street, New York, NY, 10075 US.A
Home: +1 212 396 9210
Mobile: +1 212 731 4104
Email: abbotm@mac.com

Education

1987-1990 ▸ Kings College London, Bachelor of Laws, 2:1

Work Experience

2012-Present **RAPTOR GROUP**
MANAGING DIRECTOR - MANAGEMENT COMMITTEE
▸ Private investment company backed by the family office of Jim Pallotta

2006-2012 **HELIOS ADVISORS, NEW YORK**
OWNER / GENERAL PARTNER
▸ Commodities Specialist Hedge Fund

2010-2011 **CORNELL UNIVERSITY, ITHACA NEW YORK**
CHIEF INVESTMENT OFFICER, ENDOWMENT*

2006-2010 **ROBECO SAGE, NEW YORK**
$2bn+ multi-strategy Fund of Hedge Fund
CHIEF EXECUTIVE OFFICER AND HEAD OF INVESTMENT COMMITTEE

2002-2006 **ELYSIUM CAPITAL GROUP, STAMFORD, CT**
FOUNDING PARTNER, COO AND MEMBER OF INVESTMENT COMMITTEE

2001–2002 **GOLDMAN SACHS, NEW YORK**
EXECUTIVE DIRECTOR, HEAD OF US STRUCTURED PRODUCTS (TRADING & SALES)

1996-2001 **GOLDMAN SACHS, NEW YORK**
EXECUTIVE DIRECTOR, GLOBAL CONVERTIBLES

1994-1996 **SWISS BANK / O'CONNOR PARTNERS, CHICAGO**
DIRECTOR, CO-HEAD EQUITY-LINKED CAPITAL MARKETS, SYNDICATE AND CORPORATE DERIVATIVES

1990-1994 **SWISS BANK CORPORATION, LONDON**
MANAGER, EQUITY AND EQUITY-LINKED CAPITAL MARKETS

1983-1987 **METROPOLITAN POLICE, LONDON**

Boards

▸ European Investors, Registered Investment Corporation Fund Director, Head of Audit Committee
Affiliated Managers Group, Advisory Board, Wealth Management Division
Chairman, Board of Directors, Venture Forth (Washington DC-based medical company)

Other

▸ UK/Swiss Nationality, U.S. Green Card

ROBERT K. MAYERSON
139 Stow Road
Harvard, MA 01451
(978) 456-8190 (home)
(978) 771-1434 (cell)
bmayerson74@gmail.com

SUMMARY

Seasoned growth-oriented executive with over 30 years of domestic and international experience. Demonstrated expertise in Operations, Strategic Planning, Treasury, Controller, Real Estate and Investor Relations functions. Achieved consistently superior results in all assignments. A high-impact leader, creative problem-solver and communicator with very effective interpersonal skills.

PROFESSIONAL EXPERIENCE

EASTERN MOUNTAIN SPORTS, INC., Peterborough, NH 2006-2013
President, Chief Operating Officer and Chief Financial Officer 5/06-1/13
Responsible for Store Operations, Real Estate & Construction, Logistics & Distribution, Finance, Information Technology and Non-Trade Procurement.

- Co-led successful process to sell the company to new private equity investors in Fall 2012.
- Helped engineer dramatic transformation of company. Between 2006 and 2010 we closed 29 stores, opened 20 newer format locations, revamped the product mix, sharpened focus on EMS brand products, improved the in-store customer experience and focused on cost reduction. We improved gross profit by 430 bp, and operating expenses by 510 bp. The years 2009 and 2010 were the company's two best in terms of profitability in nearly a decade.
- Completed three-part financing in July 2009 which included an infusion of $10 mil. of new equity from existing private equity holders, restructuring of subordinated debt to reduce cash interest and implementation of $40 mil. asset-based financing with new lenders.
- Negotiated complex transaction for relocation of store in Soho which netted company nearly $4 mil. in cash after paying for cost of build-out of new prototype there.
- Improved store level standards and improved processes and communications between stores and headquarters to drive greater efficiency. Focused on ensuring the right people working in our stores to provide superior and differentiated customer service. Resulted in vastly improved store selling metrics and customer satisfaction.
- Proposed and implemented customer rewards program and database in 2012 to enable a more quantitative, customer centric business model
- Proposed and implemented EMS Brand Credit Card for customers in Spring 2007

STAPLES, INC., Framingham, MA 2002-2006
Senior Vice President, Treasurer 9/02-5/06
Returned to Staples in previous role. Responsible for Treasury, Tax and Risk Management. Administrative oversight of Internal Audit function. Treasury responsibilities included all financing, mergers and acquisitions and cash management.

- Led acquisition of delivery businesses in China and Argentina/Brazil. Responsible for ongoing operational interface between those entities and respective operating functions at headquarters. Led effort to pursue additional acquisition targets in China. Was appointed to Board of the China entity. Developed strategy for entry into India, which was subsequently executed.

- Recommended and implemented target capital structure and responsible for initiation of annual cash dividend. Led share repurchase efforts as well. Developed and implemented strategy for investment of $1.5 bil. of excess cash.
- Member of Disclosure Committee. Co-led adoption of Sarbanes Oxley and developed framework to ensure global legal entity compliance.
- Established captive insurance subsidiary
- After a period of outsourcing, brought the Tax group back into company as internal resources. Established new legal entity structure for international operations.
- Implemented corporate-owned life insurance (COLI) for funding of deferred executive compensation plan.

TILION, INC., Maynard, MA **2000-2002**

Chief Financial Officer 1/00-5/02

Responsible for all aspects of Finance, Human Resources, Legal and Operations for this software/ service provider start-up. Joined the company at its founding. Company's principal investors included North Bridge Venture Partners and Venrock Associates.

- Led second fund-raising round in difficult macro environment (11/00). Raised $36 mil. at pre-money valuation significantly in excess of first round valuation. Financing round included existing as well as new investors.
- Negotiated and implemented 2 separate financing lines totaling just under $3 mil.

STAPLES, INC., Framingham, MA **1993-2000**

Senior Vice President, Corporate Controller 11/97-11/99

Responsible for Financial Planning and Analysis, General Accounting, Margin & Inventory Control, Financial Services (e.g. Accounts Payable, Accounts Receivable and Payroll), Loss Prevention, Financial Systems Integration and Strategic Sourcing. Led staff of 250+ through 7 direct reports.

- Led successful corporate-wide program to identify and deliver $100 mil. of savings from process improvements, centralized procurement and best practice adoption (1998).
- Led effort to reduce G&A spending primarily through process changes and centralization. Achieved $17 mil. of $22 mil. target prior to leaving company.
- Responsible for integrating finance and non-product procurement of two large acquired companies; efforts generated more than $3 mil. in operating synergies.
- Created centralized procurement group and saved over $10 mil. in first year.
- Implemented corporate EIS system.
- Wrote most major Investor Relations presentations for CEO and COO in 1998-1999 period.

Senior Vice President, Treasurer 8/93-11/97

Responsible for Treasury, Tax, Risk Management, Strategic Planning (and Investor Relations at various times). Treasury responsibilities included all financing, mergers and acquisitions and cash management. Strategic planning responsibilities included direction of annual strategy review with senior management and establishment of long-term sales and earnings targets. Led staff of 50.

- Completed 8 acquisitions (valuation, negotiation and documentation), including buy-out of joint venture partner in Europe. Evaluated 45 other target companies in the U.S. and abroad.
- Executed 2 separate public financings for $500 mil. (convertible and straight debt) and 2 secondary equity offerings. Participated in road shows for each.
- Implemented $350 mil. revolving credit facility on very favorable terms.
- Managed company from high-yield credit to investment grade during tenure.

- Implemented ideas in 12-month period that generated $25 mil. in savings over 3 years.
- Developed cash flow forecasting which was critical during most rapid growth phase.
- Internal "champion" for focus on financial returns
- Part of small team dedicated to fight the FTC in court over potential merger with Office Depot

PEPSICO. INC. Purchase, NY **1982-1993**

Director of Corporate Finance 1991-1993

Responsible for long term capital planning, capital structure analysis and financial risk management within Treasury group. In addition, responsibilities included rating agency and board presentations, acquisition analysis, dividend policy and PepsiCo's shareholder value framework.

- Conducted detailed analysis of foreign exchange exposures at the corporate, divisional and country levels. Developed exposure management policy to facilitate operating decisions at the division level and enhance performance measurement.
- Initiated corporate-wide review and risk assessment of international investment plans by division for next 5 years. Findings helped lead to more aggressive investment in Eastern Europe and Latin America.
- Prepared and presented strategic review of PepsiCo's business outlook and spending plans to rating agencies. Rating upheld despite aggressive investment spending plans.

Director of Planning, PepsiCo Food Service International 1989-1991

Responsible for the planning of PepsiCo's $250 mil. international restaurant division (Pizza Hut and Taco Bell). Traveled extensively to review plans and operations of all international business units, including company-owned, joint venture and franchise operations. Managed a staff of five.

- Developed universal reporting format for submission of plan data which shortened the time required to roll-up field-based plans. Made financial reporting more insightful and descriptive and improved timeliness of reporting to senior management.
- Performed analysis of several potential acquisitions, franchise buy-outs and joint ventures. Completed $10 mil. joint venture in South Korea.
- Provided financial framework to assist marketing programs and operations initiatives. Developed turn-around strategy for a developing European market. Member of 3-person team which developed strategy to aggressively build pizza delivery business in the UK.

Director of Investor Relations, PepsiCo, Inc. 1987-1989

Responsible for marketing PepsiCo as a long term investment to institutional investors. Developed and maintained communications with securities analysts and portfolio managers regarding PepsiCo's performance and outlook. Wrote speeches for Chairman/CEO and CFO.

- IR program recognized as one of top 10 in U.S. by Institutional Investor Magazine in 1989.
- Led successful targeting effort in the U.S.; Developed investor relations program in Europe.
- Developed highly successful multi-media presentation for international investors that was delivered by Chairman and senior managers in 18 cities.

Manager, Short-Term Financing, PepsiCo, Inc. 1985-1987

Developed and executed trading strategies with respect to PepsiCo's short-term financing needs, including commercial paper portfolios totaling $2 billion, marketable securities portfolios totaling $1 billion and all foreign exchange trades. Managed one professional trader.

- Negotiated and executed European commercial paper program and medium-term note programs; implemented and managed Australian dollar commercial paper program

- Hedged $100 mil. bond issue through forward purchase of U.S. Treasury notes.
- Managed $125 mil. arbitrage portfolio; generated pre-tax profits of $200,000 in first year.

Senior Treasury Analyst, PepsiCo, Inc. 1984-1985
Responsible for analysis of long-term financing proposals, derivative products and preparation of presentations to rating agencies. Completed deals included the following:

- PepsiCo's first currency swap (in conjunction with a bond issue)
- Two bond issues (Swiss Franc and Australian Dollar) totaling $200 mil.
- Structured off-shore purchase of $200 mil. of receivables

Treasury Analyst, PepsiCo, Inc. 1982-1984
Initial responsibilities included determination of daily funding or investment requirements and execution of all wire transfers. Moved to cash management projects in 1983. Performed disbursement and collection studies and worked with outside consultants to design computerized cash management system.

SCHOOL OF BUSINESS, UNIVERSITY OF MASSACHUSETTS, Amherst, MA 1981-1982
Research Associate
Performed research on financial instruments, primarily futures and options. Co-authored paper on futures that was published by the Chicago Board of Trade.

J.C. PENNEY, New York, NY 1979-1980
Assistant Buyer
Responsible for evaluating and purchasing items for use in building new stores and refurbishing existing stores nationwide. Involved in contract negotiations, competitive bids and the sourcing of new suppliers.

EDUCATION

MBA - Finance, University of Massachusetts, Amherst, MA 1982
B.A. Hampshire College, Amherst, MA 1979

Nicholas D. Tamborrino, Pharm.D.

Summary

Clinical Pharmacist with 11 years of experience relating to multiple areas of pharmacy practice with extensive focus in Healthcare Informatics, Managed Care and Hospital Practice.

Education

University Of Connecticut — Stamford, CT
Master of Business Administration — 12/11
Concentration in Finance/Marketing

University of Connecticut — Storrs, CT
Doctor of Pharmacy — 05/02
Bachelors of Science in Pharmacy Studies — 05/00

Professional Experience

Yale New Haven Health System — Stratford, CT
Epic Project Systems Analyst/ Pharmacy Training Coordinator — 01/12-present
Responsible for the build and maintenance of pharmacy related products and workflows for Yale New Haven Health System Hospitals. Developed pharmacy curriculum for the staff at four major hospitals.
Epic Willow Inpatient Certified (version 2012)
Epic Beacon Certified (version 2012)
Epic Inpatient Orders/CPOE Credentialed
MST Build Experience
Golive Experience - Greenwich Hospital 4/2012, Yale-New Haven Hospital Main Campus 2/2013, Yale-New Haven Hospital St Raphael Campus 6/2013, Bridgeport Hospital 9/2013

CVS/Caremark — Connecticut
Clinical Consultant – Connecticut/ New York Territory — 02/06-01/12
Work collaboratively with target physicians in specific therapeutic areas that decrease costs for Caremark plan participants. Partner with employers and health plans to create drug class initiatives that promote plan savings. In addition, provide clinical and basic pharmacy services to targeted physician offices improving patient care.
Accomplishments include:

- 2010 Caremark Gold impact Award
- 2009 Caremark Gold Impact Award
- 2009 Designed and implemented national training module
- 2007 Caremark Silver impact Award
- 2007 Accrediting Consulting Excellence (ACE) Level 1

Professional Experience

St. Vincent's Medical Center — Bridgeport, CT
Per-diem Clinical Pharmacist — 01/09-present

Provide clinical pharmacy services to ICU and telemetry floors. Additional responsibility includes interacting with medical staff to provide best therapeutic option for patient care. Accomplishments include:

- Implementation of a new chemotherapy pharmacy protocols measuring and assuring patient safety.
- An active member of the IV room implementation committee.

Bridgeport Hospital — Bridgeport, CT
Per-diem Hospital Pharmacist — 08/04-present

- May 2012 Hospital Wide winner "Geat Catch Award".
- February 2006 Recognized Employee for "outstanding performance".
- Manage the storage and preparation of Clinical Study Drugs.
- Pharmacokinetic monitoring of Aminoglycosides and Vancomycin.
- Review medication profiles for appropriateness of therapy.
- Dose and preparation of Chemotherapy agents
- Act as drug resource for healthcare professionals.
- Ensure proper dosing on all medications
- Institutional Review Board (IRB) Member 2005-2006.

Walgreen's Corporation — Norwalk, CT
Retail Pharmacist — 3/02-09/05

- Responsible for verification of medications while providing pharmaceutical care.
- Managed customer relationships including, patient counseling, complaint resolution, quality assurance, and adherence to practices promoting customer satisfaction.
- Developed and maintained good working collaborative practice with physicians and other - healthcare professionals maximizing patient care.

Bristol-Myers Squibb — Wallingford, CT
Pharmaceutical Research Institute — 06/00-08/01
Clinical Supply Operations

- Assisted in design and implementation of global labeling computer-based system.
- Ensured each study medication label was compliant with country regulations.
- Assisted in coordination of world wide global labeling simulation.

Licensure/Affiliations

- Pharmacist Connecticut #9771

BERNARD R. SULLIVAN

24 Adenas Walk

Glastonbury CT 06033

860-371-7434

SUMMARY

Senior manager with over 30 years' experience directing the professional and business aspects of major public and private organizations. Known for ability to identify problems and bring the necessary resources to correct solutions. Excellent team builder and communicator.

EXPERIENCE

2006 to Present Private consultant ,Public Safety

2013-Appointed by Governor D.Malloy as a Vice-Chair of the Sandy Hook Advisory Commission,charged with reviewing the murder of 20 children and four adults at the Sandy Hook School in Dec. of 2012 and making recommendations concerning prevention of incidents of this nature.

Provided consultant services to various clients such as those listed below;

Atty.Kristen Kenney,Kenny,Okeefe&Usseglio PC

Atty.James Szerakow,Halloran& Sage

Atty.Kathleen Nevins,Nevins and Nevins

Atty.Christine Lassen ,Kennedy,Johnson,Delia and Gillooly

Atty.Eric daigle,Daigle Law Group

Town of Southington Ct.Police Commission

2000-2006 Executive Vice president TBI Construction Co.

CEO of Construction Management Co .Overseeing Approximately $40MM per year of building activity including the Downtown Waterbury Redevelopment Project Consisting of a Arts magnet School, two garages and the rehab of the Historical Palace Theater.

2 004 Appointed president of Tunxis Management Co., CEO of property management firm acting as third party manager of approximately 3 million square feet of low and high rise office buildings as well as retail plazas and a small commuter airport.

1992-2000 Chief of Staff to Speaker of the House of Representatives for the State of Connecticut

Managed support staff including legal, press, policy/research and constituent services. Served as the Speaker's liaison to the Governor and agency heads.

Developed first job descriptions and pay classification for staff.

Developed performance evaluation system.

Reviewed and evaluated non-partisan staff directors on Speaker's behalf and recommended appropriate changes.

Assisted in the organization of the first independent Capitol Police Department as well as the selection process for the Department's first police chief and worked with the Chief and the CT State Police through the transition.

1991-1992 Acting Chief of Police, Central Connecticut State University

Durational position. Developed department's first operations and administration manual. Developed process for and participated in selection of permanent Chief of Police.

1989-1991 Commissioner of Public Safety, State of Connecticut

Called upon by Governor William O'Neil to assume command of the CT Department of Public Safety after he requested resignation of incumbent Commissioner in midst of highly publicized series of illegal recording of Attorney client conversations.

Reported to the Governor and responsible for managing the State's public safety functions. Developed the operating budget, prepared rationale for funding, approved all operating policies and procedures relating to recruiting, training and professional operations. 1600 employees, $85MM operating budget.

Reorganized the department into two distinct divisions; Police and Fire, and Building Safety, thus drawing clearer lines of authority and accountability.

Streamlined the agency thus reducing budgeted positions by 12% and simultaneously reducing overtime by 17% while maintaining 100% of agency effectiveness.

Established a wellness program utilizing external funding. Established exercise facilities at each (12) department location.

Revised and brought into conformance department policies such as; use of deadly force, AIDS and management reporting.

Established a departmental newsletter to enhance employee awareness.

Redefined physical training standards, thus settling an existing civil action and assuring future appropriateness of training.

Identified overall weakness in department automation and drafted a preliminary plan for upgrade utilizing consultants.

Reviewed and directed reconfiguration of agency tape recording systems to assure legal compliance.

1989-1989 Director of Corporate Security, ITT Hartford Insurance Group

Managed the security functions at the home office and branches nationwide.

1964-1989 City of Hartford Police Department Chief of Police (1982-1989)

Managed all business and professional elements of the City's Police Department. Operating budget $24MM. 625 employees including civilian and sworn.

Increased strength of the Hartford Police Department from 360 to 500 sworn officers.

Surpassed Affirmative Action hiring goals.

Managed a budget that increased from $14MM in FY 82-83 to $24MM in FY87-88 without ever exceeding budget plan.

Oversaw the development of a full MIS unit within the department, which resulted in enhanced technology such as computer aided dispatch, on-line records and booking systems.

Created the position of police Psychologist to deal with stress and trauma related issues.

Added bi-lingual personnel to assure 24-hour communications ability.

Enhanced training and reduced the level of use of firearms in apprehensions by 75%.

Generated approximately one million dollars in monies or gifts to assist funding of the department through interaction with community and business leaders.

Formed Local/Federal Task Force in narcotics resulting in multiple convictions of major traffickers, seizures generated additional revenue of approximately One Million Dollars through Federal Seizures Act.

Invited participant in National Executive Session on Policing-Harvard University, JFK School of Govt.

Invited participant, through the International Association of Police Chiefs, for technical exchange with the national police of the People's Republic of China.

OTHER POSITIONS HARTFORD POLICE DEPT

1981-1982	**Captain**
1976-1981	**Lieutenant**
1971-1976	**Sergeant**
1969-1971	**Detective**
1964-1971	**Patrolman**

COMMENDATIONS

Numerous Hartford Police Department Commendations including the Department Merit Award for Valor, and the Chief's Medal of Valor. Commendations from the Director of the Treasury

Department, Special Agents in charge of the Secret Service, the Federal Bureau of Investigation and the Drug Enforcement Administration, as well as from the U.S. Attorney, Strike Force Organized Crime and the State's Attorney for Hartford County.

EDUCATION

Manchester Community College, 1974-1975

National Executive Institute of the Federal Bureau of Investigation, 1983

One-year fellowship with the American Leadership Forum, 1984-1985 Admitted to ALF as Senior Fellow, 1985

PROFESSIONAL AFFILIATIONS

Connecticut Police Chiefs Association - President 1987/88, presently life member. National Executive Institute Alumni Associate

CIVIC ASSOCIATIONS

President, Board of Directors, 100 Club of CT

Member, Board of Directors Justice Education Center of CT

Honorary Life member Ct.Police Chiefs Memorial

Past Member,

Board of Directors , The Urban League of Greater Hartford

Boys and Girls Club of Greater Hartford

YMCA of Greater Hartford

Corporator Institute of Living Hartford

Corporator Hartford Hospital

Corporator St.Francis Hospital

TROY F. KAPLAN, Esq. MBA

[redacted]

EDUCATION

Rutgers University School of Law - Camden, *Dean's List, Bloustein Scholar*
Juris Doctor (J.D.) May 2008

Rutgers University School of Business - Camden, *Magna Cum Laude*
Master of Business Administration (M.B.A.) May 2008

Cornell University - College of Arts & Sciences
Bachelor of Arts, Economics May 2004

BAR MEMBERSHIP

California State Bar June 2009
New Jersey State Bar December 2012
New York State Bar September 2013
American Bar Association

EXPERIENCE

GluckWalrath LLP, Trenton, NJ February 2013 – Present
Associate Attorney

- Lead Medical Marijuana Law department- licensing, business transactions, criminal
- Advise individuals, businesses and municipalities on municipal, corporate, real estate, business, insurance, litigation and transactional matters
- Conduct legal research, draft legal opinions, prepare memos, contracts, litigation documents concerning a plethora of legal and business matters

TechLaw Solutions and Compliance LP, New York October 2012 – February 2013
Document Reviewer

- Conducted first level, potentially privileged, and quality control reviews for:
  - Skadden Arps Department of Justice Second Request anti-trust matter
  - Paul Hastings employment discrimination matter for Fortune 100 client
  - Akin Gump patent infringement matter for Fortune 100 client

Law Offices of Troy F. Kaplan, Esq. MBA, Los Angeles June 2009 – February 2013
Attorney At Law

- Negotiated, drafted, and reviewed partnership agreements, employment contracts, commercial/residential leases, business plans, operations manuals, investment documents, bylaws, stock repurchase contracts, and nondisclosure agreements
- Advised on incorporation, compliance, licensing, entertainment transactions, film production, talent management, agency law, proposed legislation, business start-up, estate planning, unpaid wage claims, criminal law, and intellectual property rights matters in the small business, entertainment, media and Medical Marijuana industries
- Developed a book of business with a high client retention rate including repeat business and referrals while maintaining the utmost integrity, honesty and professionalism

Rosen, Feig & Golland LLP, Beverly Hills, CA October 2009 – March 2010
Law Clerk

- Drafted and reviewed intellectual property transactions, including deal memos, executive producer agreements, and literary rights for boutique entertainment law firm
- Researched and advised on relevant law, statutes, regulations and industry customs
- Counseled talent on diverse matters including estate planning, incorporation, licensing rights, career management decisions, and music, film and television production issues

Chief Horticulturalist Advisor: **Nate Nienhuis**

The Chief Horticulturalist Advisor, Nate Nienhuis, is an experienced indoor, commercial horticulturalist. He is currently registered with the District of Columbia's Medical Marijuana program for his work with several of the registered dispensary facilities and cultivation centers. His expertise expands beyond cultivation and into cultivation center design and engineering.

Before beginning his career in Medical Marijuana, Mr. Nienhuis attended Cal State Fullerton for mechanical engineering. He worked as Head Engineer for Growlite where he designed light bulbs and fixtures for the indoor gardening industry. He also performed engineering work for Carol Shelby and Goodyear racing. Additionally, Mr. Nienhuis has designed commercial agricultural equipment to enable the largest farms in the country to operate on alternative fuels. More recently, he was retained as Head Engineer for Holistic Remedies and Capital City Cultivation in Washington, DC to design and build their respective registered cultivation centers.

Interestingly, Mr. Nienhuis is a licensed operator for pest control, giving him unprecedented insight into pest control in an indoor horticulture environment. He also attended Rancho Santiago College for Fire Tech training and is well equipped to handle such unforeseen emergencies.

Mr. Nienhuis has donated extensive time to serve pro bono as President of the OC Kings Soccer Club, also known as SoCal Futbol Club. There, he managed a soccer program that has guided many amateur players into professional leagues. He is also a licensed professional soccer coach. Mr. Nienhuis is an avid hunter and fisherman and has a strong propensity for conservation and wildlife management.

As Chief Horticulturalist Advisor, Mr. Nienhuis expects to utilize his expansive knowledge and unique skill set to create a state-of-the-art production facility that will remain cutting edge in its technology and efficiency, while maintaining true to the spirit of environmental consciousness and general goodwill.

CURRICULUM VITAE

Berlin 29/10/2013

Name	Benjamin Wedeking
Address	[redacted]
E-Mail	[redacted]
Phone	[redacted]
Birth	[redacted]
Nationality	German
Family status	married

Schooling

1986-1990 Primary School in Aerzen/ Gross Berkel
1990-1992 Orientierungsstufe Aerzen
1992-1996 Realschule Aerzen (Secondary-school)
1996-1999 Technisches Gymnasium Hameln (High-School)
Abschluss: Abitur

Main Subjects:

- Electronics
- Physics
- Politics
- German

2004-2010; 2011-2013 Studies of Agriculture at the Humboldt-University Berlin
2008-2010 Research on Medical Cannabis grown at BEDROCAN BV Netherlands

Social service

1999-2000 social work with mental disabled people "Heim für seelisch Behinderte" in Bodenwerder
Field of work: nurse-work, kitchen-work, social-work, cleaning, Gardening, housekeeping,…

Professional-Education

2000-2002 professional-education as farmer:
2000-2001 **first education-year** at an organic farm "Bioland Hof Bade" in Schwöbber, Germany (440 ha)
I'm educated in the use of all types of machines: Tractors and all the attachments, combine harvest, drying machines for cereals and potato-stock.
I have gained basic knowledge of climate-supervising computers and equipment that are controlling the crop stock climate.
Special knowledge about organic field-systems; organic fertilizers; egg-production with 10.000 chickens and an annual production of 50 pigs was experienced.
We have grown cereals, potatoes, beans, peas, etc. I know the basics and the requirement of these types of plants under organic growth condition.

2001-2002 **second education-year** at a conventional farm
"Schalkshof" in Aerzen, Germany (280 ha)
Dairy with 35 cows; green space farming;
There I have learned the conventional way of agriculture, including Chemical pest-control and the usage of mineral-fertilizers, related to the application-time and the amount and the used technique.
I have done there lots of field work with tractors; the main crops were corn, cereals, green-fodder, sugar beet and rape.
After these 2 years of education I've graduated the exams with honours and as the best of the county.

University period

Studies

2004-2010 **Bachelor student of Agriculture-Science** at the Humboldt-University Berlin
The topic of the bachelor thesis and research (2008-2010):
"Mineral Nutrition of Medical *Cannabis*, Grown under artificial conditions, at BEDROCAN BV"

2011-2014 **Master student of "Process and Quality Management"** at the Humboldt-University Berlin
The topic of the Master thesis and research:
"*Cannabis sativa L.* in vitro"
(2012-2014 cooperation with CRA-CIN, Dr. Grassi, Italy):

Scientific Publication

2013 poster at the IACM Cannabinoide conference Köln, Germany
The topic of the poster:
"Plant Regeneration of *Cannabis sativa L.* through Anther Culture (in vitro) of the Cultivar *Usos*"

Work

Aug. 2002 - Dec. 2002 work as a farmer on my own to produce fibre-hemp - plants

July 2003 - Nov. 2003 work as a farmer at an organic farm "Bioland Hof Bade" Schwöbber, Germany

2003 - 2013 direct sale of horticulture equipment to nursery and private person (e.g. fertilizer, pots, substrate, high pressure sodium lamps, MH, fans, high-tech measurements [mineral analyser, NO^3- tester, Cannabinoide – test, PAR – meter, etc.]).

2004 work as a house-builder and gardener (in addition to the direct sale)

2009 – 2010 Project work for "Tikun Olam", biggest medical Cannabis Producer in Israel

Field of work:
- Organizing the production process into units and plans
- Establishment of production standards, work protocols, biological pest- control, nutrition guideline, special mixed substrates
- Conceptual design of a 2.000 m² and a 1.000 m² (high-tech) greenhouse with interior
- Implementation of basic clone rooting system for hot countries.
- Selection of high valuable medical mother plants
- 4.000 m² outdoor field with irrigation
- Communication with the Netherlands horticulture industry→ huge scale equipment supply (industrial greenhouse material)

Jan. 2012 - March 2012 work at the Humboldt University in the Institute of Medical-Plants (seedling growth and planting work)

Qualification

- Driving licence of classes A, B, C, tractor, B1E
- Professional-educated farmer (conventional and organic)
- Easy handling with Microsoft word, excel, stat-graphics, access,
- First aid course
- Bachelor of Agriculture
- Master of Process and Quality Management (2014)
- Research certificate; main topics:
  - → Growth of medical Cannabis
  - → Mineral Nutrition of plant-cultures
  - → In vitro culture/ tissue culture

Languages	- First language German - English, fluently in spoken and written - Spanish basics - Hebrew course has started
Hobbies	reading, travelling, yoga + meditation, nature, gardening, music, old-timer cars, sauna, friends, cooking, motorbike and photography
Skills of Special Interest	- Inter. connection / relation to different Medical Cannabis Productions; based on common research and years of integrity. - Access to different laboratories in Europe - Networking with scientists; met at different conferences, conventions, exhibitions and productions worldwide. - Cannabis regeneration in vitro - TLC-plate Cannabinoide analyse (flowers, leaves, extracts) - Reliable knowledge about fertilizer, irrigation, plant culture control indoors, greenhouse and outdoors - Portable instrumentation for monitoring plant relevant environmental conditions (e.g. NO^3-tester, AM-meter, CO_2 and total climate-data logger, Tensiometer, PAR-meter, Lux-meter, TDR, UV-A+B- meter, mineral-salt analyser, EC + pH-meter, moisture meter for already dried products/herbs (dry matter %) and others. - experienced in large scale production 2.000 m² greenhouse in Israel (Tikun Olam) - Appliance of chemo-type based breeding system (CBD, CBG) - Consulting - Biochemical/ chemical plant research

Rosemary Mazanet MDPhD

EXPERIENCE:

Life sciences management and investment professional with executive drug development experience. Harvard trained internist/hematologist/oncologist. Association with all stages of drug development; IND submission through approval and launch. Able to conceive, articulate and execute strategic, development and financial vision in public and private company environments.

EMPLOYMENT HISTORY

2012-Present NKT Therapeutics, Chief Medical Officer
monoclonal antibodies to immune cells
disease targets Sickle Cell Disease (phase 1) Asthma, Cancer

2011-Present Galena Biopharma, Chief Medical Officer
cancer vaccine NeuVax (phase 3) and pain Abstral (marketed)

2004-Present President, Rosemary Mazanet L.L.C. Consulting
Advisor to many public and private companies and equity investors in devising, reviewing and conducting drug development strategies.

2009-2012 Apelles Investment Mgt, LP General Partner and CSO
Managed Biotechnology portfolio as well as Co-managed broader Healthcare portfolio.

2009-2010 Acting CEO Diabetes America, Inc. Houston, TX
Private company, operates 18 Clinics for patients with diabetes in Texas and Arizona. Evaluated company for financing and acquisition potential, initiated a court ordered restructuring effort.

2004-2007 CEO and Co-Founder, Breakthrough Therapeutics LLC
Angel funded virtual private company with therapeutic licensed from Memorial Sloan Kettering Cancer Center, NY, NY.
Sole employee of company.
Arranged all aspects of corporate operations, drug development, governance and clinical research. Filed corporate IND and in multicenter trial, treated 40 patients with drug candidate, presented and published results. After completion of phase II trial, returned compound to MSKCC

after success of Gleevec and follow-on compounds made drug candidate less atrractive.

2005-2007 Acting CEO Access Pharmaceuticals (OTC: ACCP), Dallas TX
Charged with resurrecting a specialty pharma company that was a portfolio company of Oracle Partners, LP. Took the helm on an interim basis when company had no active clinical programs, no active significant partnerships, and significant debt and senior securities outstanding.
Achieved a restructuring/repositioning over 18 month period.
Raised $21 million ($13.4 in cash) on asset sale
Raised $6 million in convertible debt.
Completed a reverse stock split.
Filed/Received 510K approval for MuGard
Hired CEO to take helm, with successful transition.

1998-2004 Oracle Partners, LP, General Partner, Director of Research, CSO
Originally hired as a Principal at the $1B health care hedge fund, and made Partner in 1999. Co-managed the Biotechnology portfolio as well as oversight on all healthcare investments. During tenure, the fund posted annual gains of up to 77% net. Portfolio examples available on request.

1992-1997 Sr. Director of Clinical Research, Amgen, Inc.
Joined Amgen after Neupogen approval as the first US trained Hematologist/Oncologist. Eventually had oversight over all Oncology and Infectious Disease Clinical Development. Was involved not only in Clinical Development, but overlap functions in Medical Marketing, Business Development and Investor Relations.
Accomplishments/Responsibilities:
Global Clinical Development
Filed INDs (4), CE mark (1), IDE (1), sBLAs (4), BLAs (1)
Presentations at FDA Advisory Panel Meetings (2)
Medical Marketing, Oncology and Infectious Disease
Investor Relations Presentations with CEO/CFO
Evaluation Team-Licensing and Business Development
Joint Management Committees:
Roche-Amgen;
Kirin-Amgen;
Miltenyi Biotech-Amgen

DIRECTOR/LEADERSHIP POSITIONS

2002- **University of Pennsylvania**
Trustee, University of Pennsylvania School of Medicine/Hospital

Member Executive Committee, PENN Medicine
Chair, Campaign Cabinet PENN Medicine
Lecturer, MDPhD Training program, School of Medicine

2010-2013 **Co-Chair "Making History" University Capital Campaign**
Successfully raised $3.5bn goal 14 months ahead of campaign end.

2010- Director (independent) Actinium Pharma, Inc., Private Company
Technology licensed from Memorial Sloan Kettering Cancer Center, NY.

2011- Director (independent) Oncolyze Pharma, Inc. Private Company
Technology licensed from State University of New York.

2012- Director, Wellcare Centers of America, LP

2002-2010 Director (independent), GTX, Inc. (NASDAQ: GTXI).
Member, Audit and Finance Committee.

2006-2008 Vice Chairman, Access Pharma (OTC: ACCP), Dallas TX

2007-2008 Director (independent) Aksys, Inc (NASDAQ listed until 2008)
Company asset sale.

2009-2011 Director, Diabetes America, Inc. (Private Company, see management experience)

2007-2010 Director (independent) Cellumen, Inc. (Private Company, acquired)

2005-2007 Director and Co-Founder Amorocyte (acquired by Neostem)

EMPLOYMENT HISTORY (Academic)

1993-1997 **Clinical Associate Physician, Department of Oncology**
UCLA County---Oliveview Hospital, Sylmar, CA
(while at Amgen)

1990-1992 **Clinical Physician, Harvard Medical Hospitals**
Dana Farber Cancer Institute, Boston MA
Brigham & Women's Hospital, Boston, MA
Beth Israel Hospital, Boston MA
Mt. Auburn Hospital, Cambridge MA

1989-1992 **Instructor in Medicine, Harvard Medical School**
American Cancer Society Career Development Awardee

EDUCTION AND TRAINING:

1989- 1991	**Clinical Oncology Fellowship, Dana Farber Cancer Institute** Harvard Medical School, Boston MA
1986-1989	**Residency in Internal Medicine** Brigham & Women's Hospital, Harvard Medical School, Boston, MA
1986	**MD, University of Pennsylvania School of Medicine** Philadelphia, PA Alpha Omega Alpha
1981	**PhD. University of Pennsylvania School of Medicine** Department of Anatomy and Cell Biology Philadelphia PA
1977	**BA, University of Virginia** Phi Beta Kappa

LICENSURE & CERTIFICATION:

2001	Licensed Physician, State of Connecticut #039910
1999	Licensed Physician, State of New York #213558
1993	Licensed Physician, State of California #G078040, expired
1991	Diplomat, American Board of Internal Medicine, Subspecialty Medical Oncology #125095 (expired)
1989	Diplomat, American Board of Internal Medicine #125095
1988	Licensed Physician, Massachusetts Board of Medicine #59377

SOCIETY MEMBERSHIPS:

American Pain Society
American Heart Association
American Society of Hematology
American Society of Clinical Oncology
American Association for Cancer Research
American Medical Association
American College of Physicians

PERSONAL

[redacted]

PUBLICATIONS:

Original papers:

1. Reduction of oral mucositis by filgrastim (r-metHuG-CSF) in patients receiving chemotherapy. Crawford J, Tomita DK, Mazanet R, Glaspy J, Ozer H. Cytokines Cellular & Molecular Therapy. 1999; 5:187-193.

2. Recktenwald DJ, Ewen C, Gibbons I, Kantor AB, Harding F, Mazanet R, McNiece I, Phi-Wilson J, Sheehan K, Yuen J, Miltenyi, S. High yield, high purity CD34 cell isolation with the Amgen/AmCell cell selection system. Cancer Res Ther Contr. 1997

3. Wheeler C, Elias A, Ibrahim J, Ayash L, McCauley M, Mauch P, Schwartz G, Eder JP, Mazanet R, Ferrara J, Rimm IJ, Guinan E, Bierer B, Gilliland G, Churchill WH, Ault K, Parsons S, Antman K, Schnipper L, Tepler I, Gaynes L, Frei E, Kadin M, Antin, J. High-dose cyclophosphamide, carmustine and etoposide with autologous transplantation in Hodgkin's disease: a prognostic model for treatment outcomes. Biol Blood Marrow Transplant. 1997; 3: 98-106.

4. Elias AD, Ayash L**,** Wheeler C, Schwartz G, Tepler I, Gonin R, McCauley M, Mazanet R, Schnipper l, Frei E, Antman KH. Phase I study of high-dose ifosfamide, carboplatin, and etoposide with autologous hematopoietic stem cell support. Bone Marrow Transplant. 1995; 15:373-379.

5. Elias AD, Ayash L, Wheeler C, Schwartz G, Tepler I, McCauley M, Mazanet R, Schnipper L, Frei E, Antman KH. High-dose ifosfamide, carboplatin, and etoposide (ICE) with autologous hematopoietic stem cell support: safety and future directions. Semin. Oncol. 1994; 21 :83-85.

6. Licht JD, Mazanet R, Loehrer PJ, Gonin R, Antman KH. Phase I trial of daily oral etoposide in the treatment of advanced soft-tissue sarcoma. Cancer Chemother Pharmacol. 1994;34:79-80.

7. Ayash LJ, Elias A, Wheeler C, Reich E, Schwartz G, Mazanet R, Tepler I, Warren D, Lynch C, Gonin R. Double dose-intensive chemotherapy with autologous marrow and peripheral blood progenitor cell support for metastatic cancer: a feasibility study. J. Clin Onco1. 1994; 12: 37-44.

8. Ayash L, Elias AD, Hunt M, Demetri G, Wheeler C, Tepler I, Schwartz G, Mazanet R, Reich E, McCauley M, Antman KH, Anderson K. Recombinant human erythropoietin for the treatment of the anemia associated with autologous bone marrow transplantation. Br. J. Haematol. 1994; 87:153-161.

9. Antman KH, Ayash L, Elias AD, Wheeler C, Schwartz G, Mazanet R, Tepler I, Schnipper LE, Frei E. High-dose cyclophosphamide, thiotepa, and carboplatin with autologous marrow support in women with measurable advanced breast cancer responding to standard dose therapy: analysis by age J. Natl. Cancer Inst. 1994; 16:91-94

10. Elias AD, Ayash L, Tepler I, Wheeler C, Schwartz G, Mazanet R, Schnipper L, Frei E, Antman K. The use of G-CSF or GM-CSF mobilized peripheral blood progenitor cells (PBPC)

alone or to augment marrow as hematologic support of single or multiple cycle high-dose chemotherapy. J Hematother. 1993; 2:377-382.

11. Tepler I, Cannistra SA, Frei E, Gonin R, Anderson KC, Demetri G, Niloff J, Goodman H, Muntz H, Muto M, Sheets E, Elias AD, Mazanet R, Wheeler C, Ayash L, Schwartz G, McCauley M, Gaynes L, Harvey S, Schnipper LE, Antman KH. Use of peripheral blood progenitor cells abrogates the myelotoxicity of repetitive outpatient high-dose carboplatin and cyclophosphamide chemotherapy. J Clin Oncol. 1993; 11 (8) :1583-1591.

12. Wheeler C, Strawderman M, Ayash L, Churchill WH Bierer BE, Elias E, Gilliland DG, Antman KH, Guinan EC, Eder JP, Weinstein H, Schwartz G, Ferrara J, Mazanet R, Rimm IJ, Tepler I, McCarthy P, Mauch P, Ault K, Gaynes L, McCauley M, Schnipper LE, Antin J. Prognostic factors for treatment outcome in autotransplantation of intermediate-grade and high-grade non-hodgkin's Iymp.homa with cyclophosphamide, carmustine, and etoposide. J Clin Oncol. 1993; 11 (6):1 085-1091.

13. Elias AD, Ayash L, Frei E III, Skarin AT, Hunt M, Wheeler C, Schwartz G, Mazanet R, Tepler I, Eder JP, McCauley M, Herman T, Schnipper L, Antman KH. Intensive combined modality therapy for limited stage small cell lung cancer. J Natl Cancer Inst. 1993; 85(7) :559-566.

14. Elias AD, Ayash L, Skarin AT, Wheeler C, Hunt M, Schwartz G, Mazanet R, Tepler I, Eder JP, Herman T, Schnipper L, Frei E III, Antman KH. High-dose combined alkylating agent therapy with autologous stem cell support and chest radiotherapy for limited small cell lung cancer. Chest. 1993; 103(4) :433S- 435S.

15. Elias AD, Ayash L, Anderson K, Hunt M, Wheeler C, Schwartz G, Tepler I, Mazanet R, Lynch C, Pap S, Pelaez J, Reich E, Critchlow J, Demetri G, Schnipper L, Griffin J, Frei E, Antman KH. Mobilization of peripheral blood progenitor cells by chemotherapy and GM-CSF for hematologic support after high dose intensification for breast cancer. Blood. 1992; 79:3036-3044.

16. Mazanet R, Reese BF, Franzini-Armstrong C, Reese TS. Variability in satellite cells in normal and injured muscle. Dev Bio1. 1982; 93:22-27.

17. Mazanet R, Franzini-Armstrong C. SEM of pericytes in rat red muscle. Microvascular Research. 1982; 23:361-369.

18. Elias AD, Mazanet R, Wheeler C, Anderson K, Ayash L, Schwartz G, Tepler I, Pap S, Pelaez J, Gonin R, Schnipper L, Griffin J, Frei E, Antman KH. GM-CSF potentiated peripheral blood progenitor cell (PBPC) collection with or without bone marrow as hematologic support of high-dose chemotherapy: Two protocols. Breast Cancer Res and Treat. 1991; 20:S25-S29.

Book Chapters. Reviews and Invited Papers:

1. Mazanet, R, Molowa, D. The State of Biologics Manufacturing. In :Annual Reviews of Biotechnology, Vol 9. M Raafal El-Gewely, ed. Elsevier-Science B.V. Amsterdam, 2003: 285-302.

2. Mazanet R, Molineaux G. Development of Haematopoietic Growth Factors. In: Provan OJ Gribben J, eds. Molecular Haematology. Blackwell Press, Oxford, 2000; 198-207.

3. Foote MA, Gringeri A, Mazanet R. Cell Therapy: Use of Hematopoietic Growth Factors and Cell Separation Techniques; Oncology Nursing Press, Pittsburgh, PA; 2000; 9.3-9.16.

4.. Morstyn G, Foote MA, Crawford J, Trillet-Lenoir V, Maher D, Tomita D, Matcham J, Mazanet R. Granulocyte colony-stimulating factor: biology and clinical potential. In: Principles of Cancer Biotherapy; third edition; edited by RK Oldham; Kluwer Academic Publishers, Dordrecht, The Netherlands; 1998; 423-431.

5. Mazanet R, Morstyn G, Foote MA. Development of Biological Agents In: Principles of Antineoplastic Drug Development and Pharmacology; edited by RL Schilsky, GA Milano, MJ Ratain; Marcel Dekker, Inc; NY, NY; 1996; 55-73.

6. Mazanet R, Grier H. Sarcoma. In: Kirkwood JM, Lotze MT and Vasko JM, eds. Current Cancer Therapeutics; Second Edition. Current Medicine, Philadelphia, PA, publ. 1996.

7. Maakestad K, Mazanet R, Liles WS, Dale DC. Neutrophil transfusion for treating infections. In: Morstyn G, Sheridan WP, eds. Cell Therapy. Cambridge University Press, New York. 1996:510-526.

8. Morstyn G, Foote MA, Mazanet R. Haemopoietic growth factors in cancer chemotherapy. Section Review, Oncologic, Endoerine and Metabolic. Exp Opin Invest Drugs 1995; 4:515-523.

9. Mazanet R, Morstyn G, Foote MA. Development of Biological Agents IN: Principles of Antineoplastic Drug Development and Pharmacology; edited by RL Schilsky, GA Milano, MJ Ratain; Marcel Dekker, Inc; NY, NY; 1995; 55-73.

10. Morstyn G, Perkins D, Foote MA, Vincent M, Zwycewicz R, Mazanet R. Translation of clinical information about Filgrastim (r-metHuG-CSF) to post-approval usage. *Proc ASCO*. 1994; 1566a.

11. Mazanet R. Sarcoma. In: Kirkwood JM, Lotze MT and Vasko JM, eds. Current Cancer Therapeutics; First Edition. Current Medicine, Philadelphia, PA, publ.1994:137-145.

12. Mazanet R, Antman KH. Bone marrow transplantation. State of the art and the role of hematopoietic growth factors: solid tumors. In: Gorin NC, ed. Behringwerke, Marburg, Germany, publ. Stem Cells Transplantation and Cytokines: State of the Art. May 1993:45-54.

13. Mazanet R, Antman KH. The use of growth factors in cancer therapy. Oncology Overview. Mazanet R, Antman KH, eds. CIDAC Information Ventures, Inc. Philadelphia, PA, publ. 1993.

14. Elias AD, Ayash L, Frei E, Skarin A, Wheeler C, Schwartz G, Mazanet R, Tepler I, McCauley M, Schnipper L, Antman KH. Intensive combined modality therapy for responding

small cell lung cancer. In: Dicke KA, Armitage J, Dicke- Evinger MJ, eds. Autologous Bone Marrow Transplantation, Proc 6th International Symposium. 1993:161-169.

15. Antman KH, Mazanet R. Bone Marrow Transplantation. State of the art and role of hematopoietic growth factors: solid tumors. In: Gorin, NC, ed. Stem Cells Transplantation and Cytokines: State of the Art. Behringwerke AG Therapeutics. 1993:45-54.

16. Mazanet R. Clinical commentary on soft-tissue sarcomas. In: Bauer K, Duque A, Shankey TV, eds. Williams & Wilkins, publ. Clinical Flow Cytometry: Principals and Application. 1993:356-358.

17. Mazanet R, Griffin J. The use of hemopoietic growth factors for high dose chemotherapy. In: Armitage JO and Antman KH, eds. High Dose Cancer Therapy: Pharmacology, Hematopoietins and Stem Cells. Baltimore, MD Williams and Wilkins. 1992:289-313.

18. Elias AD, Mazanet R, Anderson K, Ayash L, Wheeler C, Schwartz G, Tepler I, Hunt M, Critchlow J, Schnipper L, Frei E, Antman KH. GM-CSF mobilized peripheral blood stem cell autografts: the DFCI/BIH experience. Int J Cell Cloning. 1992; 10 (suppl 1):149-151.

19. Mazanet R. Antman KH. Sarcomas of soft tissue and bone. Cancer. 1991; 68:463-473.

20. Mazanet R, Antman KH. Adjuvant therapy of soft tissue sarcomas Seminars in Oncology. 1991; 18:603-612.

21. Antman KH, Eder JP, Elias AD, Ayash L**,** Wheeler C, Hunt M, Schwartz G, Tepler I, Mazanet R, Pap S, Critchlow J, Shea TC, Teicher BA, Gonin R, Schnipper L, Frei E. Dose intensive regimens in breast cancer: the Dana Farber Cancer Institute and Beth Israel experience. In: Dicke KA and Armitage J, eds. Autologous Bone Marrow Transplantation, Proceedings of the Fifth International Symposium. 1991; 5:305-312.

22. Elias AD, Mazanet R, Wheeler C, Anderson K, Ayash L, Schwartz G, Tepler I, Pap S, Gonin A, Critchlow J, Schnipper L, Griffin J, Frei E, Antman KH. Peripheral blood progenitor cells (PBPC): Two protocols using GM-CSF potentiated progenitor cell collection. In: Dicke KA, Armitage J, eds. Autologous Bone Marrow Transplantation, Proceedings of the Fifth International Symposium. 1991; 5:875-880.

23. Mazanet R, Franzini-Armstrong C. The Satellite Cell. Chapter 7. In: Engel AG and Banker BQ, eds. Myology, New York, NY: McGraw Hill, Inc. 1986:285- 308.

MEETING PRESENTATIONS (abstracts):

1. Adkins DR, Goodnough L T, Brown RA, Rush C, Lockbaum P, Mazanet R, DiPersio JF. Alternate day prophylactic granulocyte infusions (PGI), obtained from HLA-matched sibling donors (D) receiving G-CSF may prevent absolute neutropenia and severe thrombocytopenia in allogeneic bone marrow transplant recipients. Proc Am Soc Clin Oncol.1996; 15: 1785a.

2. Webb IJ, Ayash LJ, Eickhoff CE, Wheeler C, Schwartz G, Mazanet R, Demetri G, Antman K, Schnipper L, Frei E, Elias A. Strategies for mobilization of peripheral blood stem cells for use in high dose chemotherapy. Proc Am Soc Clin Oncol. 1994

3. O'Day SJ, Mazanet R, Skarin AT, Salgia R, Gordon D, Elias AD. Dose escalation of liposome-encapsulated doxorubicin (D-99) with granulocyte colony stimulating factor (G-CSF) support in patients with advanced malignancies. Proc Am Soc Clint Oncol. 1994; 13:406a.

4. Morstyn G, Perkins DJ Foote MA, Vincent M, Zwycewicz R, Mazanet R Translation of clinical information about Filgrastim (r-metHuG-CSF) to post- approval usage. Proc Am Soc Clin Oncol. 1994; 13:1566a.

5. Crawford J, Glaspy J, Vincent M, Tomita P, Mazanet R. Effect of filgrastim (r-metHu G-CSF) on oral mucositis in patients with small cell lung cancer (SCLC) receiving chemotherapy (cyclophosphamide, doxorubicin, and etoposide, CAE. Proc Am Soc Clin Oncol. 1994; 13:1523a.

6. O'Day SJ, Mazanet R, Salgia A, Skarin A, Gordon D, Elias A. A phase I study of liposome-encapsulated doxorubicin (D-99) and granulocyte colony stimulating factor (G-CSF) in patients with advanced solid tumors. 7th World Conference on Lung Cancer.

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D. Barry Boyd, M.D., M.S.
Managing Partner

Boyd Center for Integrative Health, LLC
15 Valley Drive, Greenwich, CT 06831

D. Barry Boyd, M.D., M.S.

With twenty-three years as a board-certified medical oncologist/hematologist and a Master's degree in nutritional biochemistry, Dr. Boyd has a recognized specialization in cancer treatment and recovery. Dr. Boyd is a pioneer in the field of integrative cancer care with a targeted focus on nutritional support for cancer patients. Incorporating emergent evidence-based medical oncology with cancer-specific nutritional counseling he combines comprehensive support for the healing process.

Dr. Boyd enrolled in the Institute for Human Nutrition at Columbia University and received his medical degree from Cornell University Medical College. He completed his fellowship in Hematology-Oncology at New York Hospital-Cornell Medical Center in New York. Dr. Boyd is presently an attending physician at Greenwich Hospital – Yale Medical Center. Additionally, Dr. Boyd is an assistant clinical professor at the Yale University School of Medicine. Most recently, Dr. Boyd has been appointed Director of the Nutrition and Integrative Medicine Curriculum at Yale University School of Medicine.

Dr. Boyd is founding president of The Integrative Cancer Care Research Foundation and a board member of Environment and Human Health, Inc., a nonprofit organization made up of physicians and public health professionals dedicated to the purpose of protecting public health from environmental harms. Dr. Boyd has also recently published a book entitled, *The Cancer Recovery Plan*.

Licensure:

New York # 142453-1: Date of Issue: 07/80 (Current through 11/30/10)
Connecticut # 027275: Date of Issue: 07/86 (Current through 12/31/10)

DEA Number: AB1903322: Date of Last Renewal: 7/2/04 (Current through 7/31/10)

Board Certification:

Diplomate, National Board of Medical Examiners
Diplomate, American Board of Internal Medicine
American Board of Internal Medicine, Medical Oncology

Educational Background:

M.D.	1979	Cornell University Medical College	Medicine, New York, N.Y.
M.S.	1975	Institute of Human Nutrition Columbia University, New York, N.Y.	Nutritional Biochemistry
B.S.	1971	Cornell University Ithaca, N.Y.	Evolutionary Biology
A.A.S.	1969	State University of N.Y., Delhi, N.Y.	

Educational Honors and Awards:

1979	Alpha Omega Alpha, National Honor Society, Cornell University Medical College, New York, NY
	Phi Beta Phi, National Honor Society, Cornell University, Ithaca, NY
	Commencement Speaker, State University of New York, Delhi, NY
1969	National Honor Society, State University of New York, Delhi, NY

Post-Doctoral Training:

1979-1980	Intern, Internal Medicine	New York Hospital, New York, N.Y.
1980-1982	Asst. Resident, Internal Medicine	New York Hospital, New York, N.Y.
1982-1983	Chief Resident, Internal Medicine	St. Barnabas Hospital Cornell Affiliate
1983-1985	Fellow, Hematology-Oncology	New York Hospital-Cornell Medical Center, NY, NY
1985-1986	Chief Fellow, Hematology-Oncology	New York Hospital-Cornell Medical Center, NY, NY

Academic Appointments:

1985-1986	Clinical Instructor, Div. of Hematology-Oncology, New York Hospital-Cornell Medical Center, NY, NY.
1986-1992	Assistant Attending, Section of Hematology-Oncology, Dept. of Internal Medicine, Greenwich Hospital, Greenwich, CT.
1993-2000	Associate Attending, Section of Hematology-Oncology, Department of Internal Medicine, Greenwich Hospital, Greenwich, CT
2000 -present	Attending, Section of Hematology-Oncology, Department of Internal Medicine, Greenwich Hospital, Greenwich, CT
1997- present	Affiliate Member, Yale Cancer Center, Hematology-Oncology Gene Therapy, New Haven, CT.
2009 – present	Assistant Clinical Professor of Medicine, Yale University School of Medicine, New Haven, CT.

Hospital Appointments:

1982-1983	Assistant Attending, St. Barnabas Hospital, New York, NY
1986-1992	Assistant Attending, Hematology-Oncology, Department of Internal Medicine, Greenwich, Hospital, Greenwich, CT
1992-2000	Associate Attending, Hematology-Oncology, Greenwich Hospital, Greenwich, CT
2000-present	Attending, Section of Hematology/Oncology, Greenwich Hospital, Greenwich, CT
1998 - 2005	Founder and Director, Integrative Medicine Program, Greenwich Hospital, Greenwich, CT

Employment Outside Hospitals:

1986-2000	Partner, Greenwich Medical Group Greenwich Office Park #8, Greenwich,, CT
2000-2001	Associate Clinical Director Center for Complementary and Integrative Medicine Cornell-Weill Medical School, New York, N.Y.
1998-present	Director, Program in Integrative Medicine Greenwich Hospital-Yale Medical Center, Greenwich, CT
2001-2005	Sole Practitioner, Private Medical Practice, Greenwich, CT
2005-present	Director, Boyd Center for Integrative Health, LLC Greenwich, CT

Institutional Responsibilities:

2010-present	Director, Cancer Nutrition, Yale-New Haven Health System
1986-present	Hematology/Oncology Attending, Internal Medicine Residency Program Greenwich Hospital-Yale Medical Center Greenwich, CT
1990-1992	Member, Executive Committee, Greenwich Hospital, Greenwich, CT
1987-present	Member, Tumor Committee, Greenwich Hospital, Greenwich, CT
1997-present	Member, Medical Education Advisory Committee, Greenwich Hospital, Greenwich, CT

1997-2007	Chairman and Founder, Integrative Medicine Program, Greenwich Hospital, Greenwich, CT
2009-2012	Director of Nutrition Curriculum, Yale University School of Medicine,NewHaven, CT
2009-2012	Director of Integrative Medicine Curriculum, Yale University School of Medicine, New Haven, CT.
2010-Present	Director of Cancer Nutrition, Yale Health System, New Haven, CT.

Professional Memberships:

1990-present	American College of Medicine
1990-present	American Society of Preventive Oncology
1990-present	Connecticut State Medical Society

Professional Memberships:

1990-present	Fairfield County Medical Society
1990-present	Connecticut State Medical Society
1990-present	American Medical Association
1998-present	American Society of Clinical Oncology
1998-present	American Society for Preventive Oncology
2002-present	American Psychosomatic Society
2002-present	New York Academy of Sciences
2000-present	Society for Integrative Oncology

Board Activities:

American Cancer Society, Weston, CT.,	Spokesperson
American Red Cross, Greenwich, CT.,	Past Board Member
Audubon of Greenwich, Greenwich, CT.,	Board Member
Cancer Communications, Inc., The Moss Reports, Lamont, PA.,	Scientific Advisory Board
Cancer Cure Coalition, Scarsdale, NY ,	Board Member
Collaboration on Health & the	Partner

Environment, San Francisco, CA.,	
Connecticut Challenge, Stamford, CT,	Medical Advisory Board Member
Environment & Human Health, Inc., North Haven, CT.,	Board Member
Gilda's Club, White Plains, N.Y.,	Medical Advisory Board Member
Integrative Cancer Care Research Foundation, Inc., Greenwich, CT.,	Founder & Chairman
Integrative Cancer Therapies, Sage Publications, Chicago, IL. ,	Editorial Board Member
Memorial Labyrinth Committee for Sept. 11, Greenwich, CT.,	Chairman

Bibliography:

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2. Coleman M, Boyd DB, Beshevkin M, et al: COPBLAM: Treatment of Large Cell Lymphoma: A Status Report, in Skarin AT (ed): Update on Treatment for Diffuse Large Cell Lymphoma. New York, Park Row, 1985, pp 63-69.

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12. Henderson CC, Alderman N, Addiss S, Boyd DB et al. The State of Nutrition and Physical Activity in Our Schools. Environment and Human Health, North Haven,CT. 2004 p.117.

13. Boyd DB, Cullen M, Alderman N, Addiss, et al. Breast Cancer: What Science Knows, What Women Think. Environment and Human Health, North Haven, Ct. 2006 p.95

14. Boyd DB. Cancer and Insulin: Targeting the Insulin-IGF System for Risk Reduction and Survival. In: Kohlstadt, I ed. Food and Nutrients in Disease Management, CRC Press, Boca Raton, Fl.2012; 724-51.

Books

1. Boyd DB, The Cancer Recovery Plan, Penguin Press, New York, N.Y. 2005, p245.

Honorary Lectureships:

1. *Cancer Prevention and Survival. Positive Trends in Cancer Prevention and Better Outlook for Survival.* 11th Annual Kate Kuhn Woodbury, MD Memorial Lecturer, May 10, 2007, St. Francis Hospital, Hartford, CT.

2. *The Biology of Integrative Cancer Care.* 32nd Annual Meadow Brook Lecture in Medicine and Surgery[1], Southeastern Michigan Medical Society, May 21, 2008. Meadow Brook Hall, Rochester, MI.

3. *Nutrition in Cancer Care and Survival: A Practicing Oncologist's Evolving Perspective.* Fred Hutchinson Cancer Research Center, Cancer Control and Prevention Program, January, 2009, Seattle, Washington.

4. *Nutrition in Cancer Care and Survival: A Practicing Oncologist's Evolving Perspective.* New York Hospital, Weill-Cornell Medical Center, Cancer and Nutrition Program, January, 2009 New York, New York.

[1] The Meadow Brook Lecture Series was designed in 1977 to provide physicians with a unique opportunity to hear internationally prominent persons in the forefront of medicine and surgery. The lecture is held annually in conjunction with the SEMCME Research Forum. Previous speakers have included Michael DeBackey (Baylor Univeristy), Anthony Fauci (NIH) and Robert Gale (UCLA).

Alexis Kopikis

7 Birchwood Road, Needham, MA 20492 • c 617.529.0664 • alexiskopikis@gmail.com • linkedin.com/alexiskopikis

Summary

My goal is to be a great dad. I am an entrepreneur, business and technical leader with a strong history of rapidly designing and delivering new products to market. I believe a group of individuals with focus, passion and humor can achieve anything and have spent my career enjoying the journey of doing so. I've had the privilege to assemble and work with amazing teams across a variety of companies and verticals from financial services to action sports. I have delivered web, mobile and desktop products and built and ran businesses from inception through growth and scale to acquisition. My passion is to invent, create, market and sell products that delight customers and succeed in the marketplace. As someone once said, "Some people dream of worthy accomplishments, others stay awake and do them."

Specialties: Social and digital media, internet and mobile applications, consumer products, software development, product strategy, product planning, product design, product marketing, product management, usability, UI design, human factors, marketing, sales, business development, fund raising, general management.

Experience

Founder, CEO Krush, Inc. — Mar 2010 – Present

Krush (www.krush.com) is the online destination for what's now, what's new and what's next in Action Sports and Lifestyle Fashion, posted by a society of tastemakers and influencers who live the lifestyle.

- Defined and implemented corporate and product strategy, establishing Krush as the leading crowd-curated product discovery site in the action sports and lifestyle vertical.
- Designed and delivered mobile and web products achieving 100K monthly uniques with a 22% weekly return rate and over 4 million unique consumer product ratings.
- Hired and led in-house and outsourced development teams through the design and delivery of mobile and web products using an OKR and metrics-driven agile development process.
- Developed predictive data offering for over 200 leading brands including Nike, adidas, Oakley, Nixon, Under Armour, Quiksilver, Hurley, O'Neill, Volcom, G-Shock and DC Shoes.

Founder and General Partner, Propel Consulting — Jan 2005 – Mar 2010

Propel provided strategy and product design services to venture backed companies helping to rapidly define and bring compelling software products to market faster while mitigating execution risk.

- Worked closely with entrepreneurs, executive teams, development organizations and investors in dozens of companies to jumpstart new, revamp existing or merge products.
- Clients included Awareness, Apptix, Gypsii, Knome, ProPlayer Connect, First Coverage, HaiVision, HP (Systinet), Impress, Thomson Reuters, Kadient, Mobicious, Microsoft, NetApp, Enpocket (Nokia), Ourstage, Pixable, Sermo, ScanScount, The Updown, Vivox and Wis.dm.

VP Product, Convoq, Inc. — May 2002 – Jan 2005

Convoq provided a first of its kind Flash-based web conference solution for SMBs leveraging instant messaging.

- Joined the company as employee number one, reported to the CEO as served as member of the executive committee.
- Helped conceptualize the company's product vision and business strategy through two major releases. Responsible for the collection, evaluation, prioritization, communication and execution of customer and partner goals, requirements, features and strategy decisions across functional groups.

- Responsible for the creation and communication of product positioning and messaging plans, roadmaps, release schedules, specifications, user interface designs, prototype demonstrations, and product documentation. Coordinated and managed resources across functional groups ensuring that partner schedules and milestones were met on time and with contractual alignment.

Founder and VP Product, WorldStreet — Feb 1996 – Jan 2002

Named by InfoWorld Magazine as the 21st most innovative company of 2001, WorldStreet delivered a Client Relationship Management (CRM) and peer-collaborative communication platform for the financial service industry. Acquired by Thomson Financial.

Institutional Equity Sales, Baring Securities (ING Barings) — Aug 1994 – Feb 1996

Responsible for institutional capital markets sales coverage of major client accounts, and the development of a CRM solution for the Latin America Equity Markets Group across sales, research, and trading organizations.

Education

Masters, Master of International Management, UC San Diego — Sep 1992 – Jun 1994

Graduate School of International Relations and Pacific Studies. Regional specializations in Latin America and Japan.

B.A. Political Science, UC San Diego — Sep 1989 – Jun 1991

Completed four-year degree in two years. Middle Eastern studies minor. Provost Honors for academic achievement.

Other

Mentor at Founders Mentors. Hold various patents. Life interests include FragileX, special education, Autism, tennis, ping-pong, soccer, history, nature, science, design, musical theater and dogs.

United States and Argentine citizen. Native Spanish speaker.

Married, father of twins.

GREAT RIVER
GROWERS

Appendix K3

Compensation Agreements

In Re: RFA Section E Question 3

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

COMPENSATION AGREEMENTS

1.0 COMPENSATION AGREEMENTS OVERVIEW

Great River Growers LLC was incorporated in Connecticut and is currently in good standing with the State.

The following Compensation Agreements are attached hereto:

- Nicholas Vita
- Michael Abbott
- Robert K. Mayerson
- Columbia Care CT LLC (Backer)
- Columbia Care LLC (Backer Member)

Please find the above identified documents on the following pages:

GREAT RIVER GROWERS LLC COMPENSATION AGREEMENT

This Compensation Agreement is made by and between Great River Growers LLC (the "Company") and Nicholas Vita, the Chief Executive Officer (the "CEO"). For good consideration, the Company engages the CEO on the following terms and conditions:

1. Term of Engagement. The term of engagement shall begin upon the Company's award of a license by the Connecticut Department of Consumer Protection to operate a production facility pursuant to sections 21a-408 to 21a-408q, inclusive, of the Connecticut General Statutes and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies ("Licensure") and shall terminate pursuant to the terms of paragraph 9 below.

2. Compensation Agreement: In exchange for the services of CEO and upon the Company becoming cash flow positive, the Company shall pay CEO an initial base salary of $50,000.00 per year, payable at regular payroll periods.

3. Benefits. The Company shall provide CEO with health care, dental, and vision benefits, the details of which shall be identified subsequent to Licensure.

4. Cash Bonus Pool. The Company shall establish a cash bonus pool for distribution to designated employees, including the CEO herein, of up to $100,000 for each participating employee. Distribution shall be subject to benchmarks to be established by the Board of Directors subsequent to Licensure based on the following items:
    a. Patient Satisfaction.
    b. Achieving operational performance benchmarks.
    c. Receiving zero sanctions from State of Connecticut regulators.
    d. Meeting patient recruitment and retention goals.
    e. Meeting philanthropic goals.
    f. Corporate culture discretionary pool (based on teamwork and innovation).

5. Corporate Equity Award Pool. A corporate equity award pool is available for all full time employees. Participation and grants will be subject to the review and approval by the Board of Directors based on exceeding mandated performance benchmarks, the details of which shall be identified subsequent to Licensure.

6. Duties and Position. The Company hires the CEO in the capacity of CEO of the Board of Directors and general manager for its Connecticut production facilities. The CEO's duties may be reasonably modified at the Company's discretion from time to time.

7. CEO to Devote Sufficient Time to Company. Unless otherwise agreed, the CEO will devote sufficient time, attention, and energies to the business of the Company, and, during this engagement, will not engage in any other business activity which substantially interferes with the CEO's duties to the Company, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. CEO is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies unless otherwise agreed.

8. Reimbursement of Expenses. The CEO may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. The Company shall reimburse CEO for all business expenses after the CEO presents an itemized account of expenditures, pursuant to Company policy.

9. Termination of Agreement.

    a. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate if the Company is not awarded a license to operate a production facility by the State of Connecticut upon the Company's application on November 15, 2013 and neither Company nor CEO shall be obligated to perform any of the terms or conditions contained herein.

    b. Without cause, the Company may terminate this agreement at any time upon fourteen (14) days written notice to the CEO. If the Company requests, the CEO will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.

    c. Without cause, the CEO may terminate engagement upon fourteen (14) days' written notice to the Company. CEO may be required to perform his or her duties and will be paid the regular salary to date of termination.

    d. With cause, the Company may terminate this agreement immediately upon written notice to CEO and CEO will be paid the regular salary to date of termination, for any one of the following events:

        i. an intentional act of fraud, embezzlement, theft or any other material violation of state law that occurs during or in the course of CEO's employment with Company;

        ii. intentional disclosure of Company's confidential information contrary to companies policies;

        iii. breach of CEO's obligations under this agreement;

        iv. intentional breach of any of Company's policies;

        v. the willful and continued failure to substantially perform CEO's duties for Company (other than as a result of incapacity due to physical or mental illness); or

vi. willful conduct by CEO that is demonstrably and materially injurious to Company, monetarily or otherwise.

e. Notwithstanding anything to the contrary contained in this agreement, the Company may terminate the CEO's engagement upon one (1) day notice to the CEO should any of the following events occur:

   i. The sale of substantially all of the Company's assets to a single purchaser or group of associated purchasers; or

   ii. The sale, exchange, or other disposition, in one transaction of the majority of the Company's outstanding corporate shares; or

   iii. The Company's decision to terminate its business and liquidate its assets;

   iv. The merger or consolidation of the Company with another Company.

   v. Bankruptcy or Chapter 11 reorganization.

10. Settlement by Binding Arbitration. Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration proceedings commenced pursuant to this paragraph shall only be commenced in the State of Connecticut. Judgment upon the award rendered may be entered in any court with jurisdiction.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and the parties agree that it is executed and delivered in the State of Connecticut.

12. Assumption of Agreement by Company's Successors and Assignees. The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

13. Oral Modifications Not Binding. This instrument is the entire agreement of the Company and the CEO. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

14. Severability. Should any part of this Agreement be rendered or declared invalid by an arbitrator or court of competent jurisdiction, such invalidation of such part or portion of this Agreement will not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Signed this 1st day of November 2013.

BY: COMPANY

[redacted]

Michael Abbot
Chairman, Constitution Care LLC

BY: CHIEF EXECUTIVE OFFICER

Nicholas Vita
Chief Financial Officer

GREAT RIVER GROWERS LLC COMPENSATION AGREEMENT

This Compensation Agreement is made by and between Great River Growers LLC (the "Company") and Michael Abbott (the "Chairman"). For good consideration, the Company engages the Chairman on the following terms and conditions:

1. Term of Engagement. The term of engagement shall begin upon the Company's award of a license by the Connecticut Department of Consumer Protection to operate a production facility pursuant to sections 21a-408 to 21a-408q, inclusive, of the Connecticut General Statutes and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies ("Licensure") and shall terminate pursuant to the terms of paragraph 9 below.

2. Compensation Agreement: In exchange for the services of Chairman and upon the Company becoming cash flow positive, the Company shall pay Chairman an initial base salary of [redacted], payable at regular payroll periods.

3. Benefits. The Company shall provide Chairman with health care, dental, and vision benefits, the details of which shall be identified subsequent to Licensure.

4. Cash Bonus Pool. The Company shall establish a cash bonus pool for distribution to designated employees, including the Chairman herein, of up [redacted] for each participating employee. Distribution shall be subject to benchmarks to be established by the Board of Directors subsequent to Licensure based on the following items:
    a. Patient Satisfaction.
    b. Achieving operational performance benchmarks.
    c. Receiving zero sanctions from State of Connecticut regulators.
    d. Meeting patient recruitment and retention goals.
    e. Meeting philanthropic goals.
    f. Corporate culture discretionary pool (based on teamwork and innovation).

5. Corporate Equity Award Pool. A corporate equity award pool is available for all full time employees. Participation and grants will be subject to the review and approval by the Board of Directors based on exceeding mandated performance benchmarks, the details of which shall be identified subsequent to Licensure.

6. Duties and Position. The Company hires the Chairman in the capacity of Chairman of the Board of Directors and general manager for its Connecticut production facilities. The Chairman's duties may be reasonably modified at the Company's discretion from time to time.

7. Chairman to Devote Sufficient Time to Company. Unless otherwise agreed, the Chairman will devote sufficient time, attention, and energies to the business of the Company, and, during this engagement, will not engage in any other business activity which substantially interferes with the Chairman's duties to the Company, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. Chairman is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies unless otherwise agreed.

8. Reimbursement of Expenses. The Chairman may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. The Company shall reimburse Chairman for all business expenses after the Chairman presents an itemized account of expenditures, pursuant to Company policy.

9. Termination of Agreement.

    a. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate if the Company is not awarded a license to operate a production facility by the State of Connecticut upon the Company's application on November 15, 2013 and neither Company nor Chairman shall be obligated to perform any of the terms or conditions contained herein.

    b. Without cause, the Company may terminate this agreement at any time upon fourteen (14) days written notice to the Chairman. If the Company requests, the Chairman will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.

    c. Without cause, the Chairman may terminate engagement upon fourteen (14) days' written notice to the Company. Chairman may be required to perform his or her duties and will be paid the regular salary to date of termination.

    d. With cause, the Company may terminate this agreement immediately upon written notice to Chairman and Chairman will be paid the regular salary to date of termination, for any one of the following events:

        i. an intentional act of fraud, embezzlement, theft or any other material violation of state law that occurs during or in the course of Chairman's employment with Company;

        ii. intentional disclosure of Company's confidential information contrary to companies policies;

        iii. breach of Chairman's obligations under this agreement;

        iv. intentional breach of any of Company's policies;

        v. the willful and continued failure to substantially perform Chairman's duties for Company (other than as a result of incapacity due to physical or mental illness); or

vi. willful conduct by Chairman that is demonstrably and materially injurious to company, monetarily or otherwise.

e. Notwithstanding anything to the contrary contained in this agreement, the Company may terminate the Chairman's engagement upon one (1) day notice to the Chairman should any of the following events occur:

   i. The sale of substantially all of the Company's assets to a single purchaser or group of associated purchasers; or

   ii. The sale, exchange, or other disposition, in one transaction of the majority of the Company's outstanding corporate shares; or

   iii. The Company's decision to terminate its business and liquidate its assets;

   iv. The merger or consolidation of the Company with another Company.

   v. Bankruptcy or Chapter 11 reorganization.

10. Settlement by Binding Arbitration. Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration proceedings commenced pursuant to this paragraph shall only be commenced in the State of Connecticut. Judgment upon the award rendered may be entered in any court with jurisdiction.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and the parties agree that it is executed and delivered in the State of Connecticut.

12. Assumption of Agreement by Company's Successors and Assignees. The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

13. Oral Modifications Not Binding. This instrument is the entire agreement of the Company and the Chairman. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

14. Severability. Should any part of this Agreement be rendered or declared invalid by an arbitrator or court of competent jurisdiction, such invalidation of such part or portion of this Agreement will not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Signed this 1st day of November 2013.

BY: COMPANY

Nicholas Vita
Chief Executive Officer, Constitution Care LLC

BY: CHAIRMAN

Michael Abbott
Chairman

GREAT RIVER GROWERS LLC COMPENSATION AGREEMENT

This Compensation Agreement is made by and between Great River Growers LLC (the "Company") and Robert Mayerson, the Chief Financial Officer (the "CFO"). For good consideration, the Company engages the CFO on the following terms and conditions:

1. Term of Engagement. The term of engagement shall begin upon the Company's award of a license by the Connecticut Department of Consumer Protection to operate a production facility pursuant to sections 21a-408 to 21a-408q, inclusive, of the Connecticut General Statutes and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies ("Licensure") and shall terminate pursuant to the terms of paragraph 9 below.

2. Compensation Agreement: In exchange for the services of CFO and upon the Company becoming cash flow positive, the Company shall pay CFO an initial base salary of [redacted], payable at regular payroll periods.

3. Benefits. The Company shall provide CFO with health care, dental, and vision benefits, the details of which shall be identified subsequent to Licensure.

4. Cash Bonus Pool. The Company shall establish a cash bonus pool for distribution to designated employees, including the CFO herein, of up to [redacted] for each participating employee. Distribution shall be subject to benchmarks to be established by the Board of Directors subsequent to Licensure based on the following items:
    a. Patient Satisfaction.
    b. Achieving operational performance benchmarks.
    c. Receiving zero sanctions from State of Connecticut regulators.
    d. Meeting patient recruitment and retention goals.
    e. Meeting philanthropic goals.
    f. Corporate culture discretionary pool (based on teamwork and innovation).

5. Corporate Equity Award Pool. A corporate equity award pool is available for all full time employees. Participation and grants will be subject to the review and approval by the Board of Directors based on exceeding mandated performance benchmarks, the details of which shall be identified subsequent to Licensure.

6. Duties and Position. The Company hires the CFO in the capacity of CFO of the Board of Directors and general manager for its Connecticut production facilities. The CFO's duties may be reasonably modified at the Company's discretion from time to time.

7. CFO to Devote Sufficient Time to Company. Unless otherwise agreed, the CFO will devote sufficient time, attention, and energies to the business of the Company, and, during this engagement, will not engage in any other business activity which substantially interferes with the CFO's duties to the Company, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. CFO is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies unless otherwise agreed.

8. Reimbursement of Expenses. The CFO may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. The Company shall reimburse CFO for all business expenses after the CFO presents an itemized account of expenditures, pursuant to Company policy.

9. Termination of Agreement.

    a. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate if the Company is not awarded a license to operate a production facility by the State of Connecticut upon the Company's application on November 15, 2013 and neither Company nor CFO shall be obligated to perform any of the terms or conditions contained herein.

    b. Without cause, the Company may terminate this agreement at any time upon fourteen (14) days written notice to the CFO. If the Company requests, the CFO will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.

    c. Without cause, the CFO may terminate engagement upon fourteen (14) days' written notice to the Company. CFO may be required to perform his or her duties and will be paid the regular salary to date of termination.

    d. With cause, the Company may terminate this agreement immediately upon written notice to CFO and CFO will be paid the regular salary to date of termination, for any one of the following events:

        i. an intentional act of fraud, embezzlement, theft or any other material violation of state law that occurs during or in the course of CFO's employment with Company;

        ii. intentional disclosure of Company's confidential information contrary to companies policies;

        iii. breach of CFO's obligations under this agreement;

        iv. intentional breach of any of Company's policies;

        v. the willful and continued failure to substantially perform CFO's duties for Company (other than as a result of incapacity due to physical or mental illness); or

vi. willful conduct by CFO that is demonstrably and materially injurious to Company, monetarily or otherwise.

e. Notwithstanding anything to the contrary contained in this agreement, the Company may terminate the CFO's engagement upon one (1) day notice to the CFO should any of the following events occur:

   i. The sale of substantially all of the Company's assets to a single purchaser or group of associated purchasers; or

   ii. The sale, exchange, or other disposition, in one transaction of the majority of the Company's outstanding corporate shares; or

   iii. The Company's decision to terminate its business and liquidate its assets;

   iv. The merger or consolidation of the Company with another Company.

   v. Bankruptcy or Chapter 11 reorganization.

10. Settlement by Binding Arbitration. Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration proceedings commenced pursuant to this paragraph shall only be commenced in the State of Connecticut. Judgment upon the award rendered may be entered in any court with jurisdiction.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and the parties agree that it is executed and delivered in the State of Connecticut.

12. Assumption of Agreement by Company's Successors and Assignees. The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

13. Oral Modifications Not Binding. This instrument is the entire agreement of the Company and the CFO. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

14. Severability. Should any part of this Agreement be rendered or declared invalid by an arbitrator or court of competent jurisdiction, such invalidation of such part or portion of this Agreement will not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Signed this 1st day of November 2013.

BY: COMPANY

_____

Nicholas Vita
Chief Executive Officer, Constitution Care LLC

BY: CHIEF FINANCIAL OFFICER

[redacted]

_____

Robert Mayerson
Chief Financial Officer

COLUMBIA CARE CT LLC
1131-O Tolland Turnpike, Suite 296
Manchester, CT 06042
T: 203.442-9000

Compensation Agreement- Obligation of Financial Support

This Compensation Agreement, dated **November 1, 2013**, memorializes the conditional financing agreement ("Agreement") by and between **Columbia Care CT LLC,** whose address is 1131-O Tolland Turnpike, Suite 296, Manchester, CT, 06042, and **Great River Growers LLC**, whose address is 1131-O Tolland Turnpike, Suite 297, Manchester, CT 06042. Columbia Care CT LLC hereby agrees to commit a business loan to Great River Growers LLC of up to Three Million Five Hundred US Dollars ($3,500,000.00) (the "Loan") representing the required capital to commence operations for a licensed Connecticut Medical Marijuana production facilities within a reasonable amount of time after the award of a license(s) from the Connecticut Department of Consumer Protection (the "DCP").

This Agreement is contingent upon Great River Growers LLC obtaining at least one producer license from the DCP pursuant to the regulations contained in sections 21a-408 to 21to 21a-408q, inclusive, of the Connecticut General Statutes and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies. All disbursements of and draws from the Loan must be unconditionally approved in writing by Columbia Care CT LLC upon Great River Growers LLC's prior written request. Such prior written request shall be made at least seventy two (72) hours prior to any disbursement or draw unless otherwise agreed. The full Loan amount plus interest in the amount of 15% shall be repaid to Columbia Care CT LLC over a term of five years. Upon written request to Columbia Care CT LLC, Great River Growers LLC may extend the term of such Loan repayment for an additional five (5) years, provided that interest shall accrue by an additional 2.5% in such extension term. The remaining terms of this Agreement shall be determined in a subsequent formal contract consistent with the terms of this Agreement and which specify all additional terms and conditions of the Loan. Such subsequent contract shall be executed within thirty (30) days of the DCP's award of a producer license(s) to Great River Growers LLC. This Agreement and all related agreements shall be subject to and compliant with all local and state banking rules, regulations or statutes, including but not limited to the Connecticut General Statutes, the Regulations of Connecticut State Agencies and all restrictions and limitations contemplated by the licensure requirements of the DCP and the State of Connecticut with regards to a producer license.

Great River Growers LLC shall notify Columbia Care CT LLC within seventy two (72) hours of the DCP's award or denial of a producer license(s).

The undersigned hereby agree to be bound by the terms of this Agreement.

By: Columbia Care CT LLC

Michael Abbott, Chairman
Columbia Care CT LLC

By: Great River Growers LLC

Nicholas Vita, Chief Executive Officer
Great River Growers LLC

COLUMBIA CARE LLC
130 West 57th Street, Suite 9B
New York, NY 10019

Compensation Agreement- Obligation of Financial Support

This Compensation Agreement, dated **November 1, 2013**, memorializes the conditional financing agreement ("Agreement") by and between **Columbia Care LLC,** whose address is 130 West 57th Street, Suite 9B, New York, NY 10019, and **Columbia Care CT LLC**, whose address is 1131-O Tolland Turnpike, Suite 297, Manchester, CT 06042. Columbia Care LLC hereby agrees to commit a business loan to Columbia Care CT LLC of up to Three Million Five Hundred US Dollars ($3,500,000.00) (the "Loan") representing the required capital to commence operations for a licensed Connecticut Medical Marijuana production facilities within a reasonable amount of time after the award of a license(s) from the Connecticut Department of Consumer Protection (the "DCP").

This Agreement is contingent upon Great River Growers LLC obtaining at least one producer license from the DCP pursuant to the regulations contained in sections 21a-408 to 21to 21a-408q, inclusive, of the Connecticut General Statutes and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies. All disbursements of and draws from the Loan must be unconditionally approved in writing by Columbia Care LLC upon Columbia Care CT LLC's prior written request. Such prior written request shall be made at least seventy two (72) hours prior to any disbursement or draw unless otherwise agreed. The full Loan amount plus interest in the amount of 15% shall be repaid to Columbia Care LLC over a term of five years. Upon written request to Columbia Care LLC, Columbia Care CT LLC may extend the term of such Loan repayment for an additional five (5) years, provided that interest shall accrue by an additional 2.5% in such extension term. The remaining terms of this Agreement shall be determined in a subsequent formal contract consistent with the terms of this Agreement and which specify all additional terms and conditions of the Loan. Such subsequent contract shall be executed within thirty (30) days of the DCP's award of a producer license(s) to Great River Growers LLC. This Agreement and all related agreements shall be subject to and compliant with all local and state banking rules, regulations or statutes, including but not limited to the Connecticut General Statutes, the Regulations of Connecticut State Agencies and all restrictions and limitations contemplated by the licensure requirements of the DCP and the State of Connecticut with regards to a producer license.

Columbia Care CT LLC shall notify Columbia Care LLC within seventy two (72) hours of the DCP's award or denial of a producer license(s).

The undersigned hereby agree to be bound by the terms of this Agreement.

By: Columbia Care LLC

Michael Abbott, Chairman
Columbia Care LLC

By: Columbia Care CT LLC

Nicholas Vita, Chief Executive Officer
Columbia Care CT LLC

GREAT RIVER
GROWERS

Appendix K4

Nature of Indebtedness to Open and Operate

In Re: RFA Section E Question 4

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

NATURE OF INDEBTEDNESS TO OPEN AND OPERATE

1.0 NATURE OF INDEBTEDNESS TO OPEN AND OPERATE OVERVIEW

Great River Growers LLC currently only has one form of indebtedness, namely a business loan from Columbia Care CT LLC, its sole backer. The business loan agreement has been executed and it is currently being drawn down to fund pursued/application costs. The total loan amount is for $3,500,000, of which approximately $150,000 has been drawn down.

Columbia Care CT LLC also only has one form of indebtedness, namely a business loan from Columbia Care LLC, its sole member. The financial relationship between Columbia Care CT LLC and Columbia Care LLC is that of a contractually obligated financial sponsor.

The business loan agreements (1) between Columbia Care CT LLC and Great River Growers LLC, and (2) between Columbia Care LLC and Columbia Care CT LLC, each identifying the nature, type, terms, covenants and priorities of the indebtedness in connection with the opening and operating of the proposed dispensary facility, are included on the following pages. A recent copy of Columbia Care LLC's bank statement (referred to therein as "Col Care Delaware") has also been included on the following pages as proof of the funding sources in order to exhibit the financial soundness of the company.

COLUMBIA CARE CT LLC
1131-O Tolland Turnpike, Suite 296
Manchester, CT 06042
T: 203.442-9000

Compensation Agreement- Obligation of Financial Support

This Compensation Agreement, dated **November 1, 2013**, memorializes the conditional financing agreement ("Agreement") by and between **Columbia Care CT LLC,** whose address is 1131-O Tolland Turnpike, Suite 296, Manchester, CT, 06042, and **Great River Growers LLC**, whose address is 1131-O Tolland Turnpike, Suite 297, Manchester, CT 06042. Columbia Care CT LLC hereby agrees to commit a business loan to Great River Growers LLC of up to Three Million Five Hundred US Dollars ($3,500,000.00) (the "Loan") representing the required capital to commence operations for a licensed Connecticut Medical Marijuana production facilities within a reasonable amount of time after the award of a license(s) from the Connecticut Department of Consumer Protection (the "DCP").

This Agreement is contingent upon Great River Growers LLC obtaining at least one producer license from the DCP pursuant to the regulations contained in sections 21a-408 to 21to 21a-408q, inclusive, of the Connecticut General Statutes and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies. All disbursements of and draws from the Loan must be unconditionally approved in writing by Columbia Care CT LLC upon Great River Growers LLC's prior written request. Such prior written request shall be made at least seventy two (72) hours prior to any disbursement or draw unless otherwise agreed. The full Loan amount plus interest in the amount of 15% shall be repaid to Columbia Care CT LLC over a term of five years. Upon written request to Columbia Care CT LLC, Great River Growers LLC may extend the term of such Loan repayment for an additional five (5) years, provided that interest shall accrue by an additional 2.5% in such extension term. The remaining terms of this Agreement shall be determined in a subsequent formal contract consistent with the terms of this Agreement and which specify all additional terms and conditions of the Loan. Such subsequent contract shall be executed within thirty (30) days of the DCP's award of a producer license(s) to Great River Growers LLC. This Agreement and all related agreements shall be subject to and compliant with all local and state banking rules, regulations or statutes, including but not limited to the Connecticut General Statutes, the Regulations of Connecticut State Agencies and all restrictions and limitations contemplated by the licensure requirements of the DCP and the State of Connecticut with regards to a producer license.

Great River Growers LLC shall notify Columbia Care CT LLC within seventy two (72) hours of the DCP's award or denial of a producer license(s).

The undersigned hereby agree to be bound by the terms of this Agreement.

By: Columbia Care CT LLC

[redacted]

_____

Michael Abbott, Chairman
Columbia Care CT LLC

By: Great River Growers LLC

[redacted]

_____

Nicholas Vita, Chief Executive Officer
Great River Growers LLC

COLUMBIA CARE LLC
130 West 57th Street, Suite 9B
New York, NY 10019

Compensation Agreement- Obligation of Financial Support

This Compensation Agreement, dated **November 1, 2013**, memorializes the conditional financing agreement ("Agreement") by and between **Columbia Care LLC,** whose address is 130 West 57th Street, Suite 9B, New York, NY 10019, and **Columbia Care CT LLC**, whose address is 1131-O Tolland Turnpike, Suite 297, Manchester, CT 06042. Columbia Care LLC hereby agrees to commit a business loan to Columbia Care CT LLC of up to Three Million Five Hundred US Dollars ($3,500,000.00) (the "Loan") representing the required capital to commence operations for a licensed Connecticut Medical Marijuana production facilities within a reasonable amount of time after the award of a license(s) from the Connecticut Department of Consumer Protection (the "DCP").

This Agreement is contingent upon Great River Growers LLC obtaining at least one producer license from the DCP pursuant to the regulations contained in sections 21a-408 to 21to 21a-408q, inclusive, of the Connecticut General Statutes and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies. All disbursements of and draws from the Loan must be unconditionally approved in writing by Columbia Care LLC upon Columbia Care CT LLC's prior written request. Such prior written request shall be made at least seventy two (72) hours prior to any disbursement or draw unless otherwise agreed. The full Loan amount plus interest in the amount of 15% shall be repaid to Columbia Care LLC over a term of five years. Upon written request to Columbia Care LLC, Columbia Care CT LLC may extend the term of such Loan repayment for an additional five (5) years, provided that interest shall accrue by an additional 2.5% in such extension term. The remaining terms of this Agreement shall be determined in a subsequent formal contract consistent with the terms of this Agreement and which specify all additional terms and conditions of the Loan. Such subsequent contract shall be executed within thirty (30) days of the DCP's award of a producer license(s) to Great River Growers LLC. This Agreement and all related agreements shall be subject to and compliant with all local and state banking rules, regulations or statutes, including but not limited to the Connecticut General Statutes, the Regulations of Connecticut State Agencies and all restrictions and limitations contemplated by the licensure requirements of the DCP and the State of Connecticut with regards to a producer license.

Columbia Care CT LLC shall notify Columbia Care LLC within seventy two (72) hours of the DCP's award or denial of a producer license(s).

The undersigned hereby agree to be bound by the terms of this Agreement.

By: Columbia Care LLC

[redacted]

_____
Michael Abbott, Chairman
Columbia Care LLC

By: Columbia Care CT LLC

[redacted]

_____
Nicholas Vita, Chief Executive Officer
Columbia Care CT LLC

COL CARE (Delaware) LLC
130 West 57th Street, Suite 9B
New York, NY 10019

Irrevocable Escrow Financing Agreement

This Escrow Financing Agreement, dated **November 1, 2013**, memorializes the conditional and IRREVOCABLE escrow financing agreement ("Agreement") by and between **Col Care (Delaware) LLC a/k/a Columbia Care,** whose address is 130 West 57th Street, Suite 9B, New York, NY 10019, and **Columbia Care CT LLC, in the interests of Great River Growers LLC**, whose address is 1131-O Tolland Turnpike, Suite 297, Manchester, CT 06042. Columbia Care hereby agrees to commit a business loan to Columbia Care CT LLC of Two Million US Dollars ($2,000,000.00) which must be maintained in an acceptable escrow in accordance with the Connecticut Medical Marijuana program requirements account from which the State of Connecticut may draw upon (the "Escrow Amount"). Such Escrow Amount represents the required escrow amount necessary for Great River Growers LLC, a producer license applicant, to qualify for a licensed Connecticut Medical Marijuana production facility upon the award of a license(s) from the Connecticut Department of Consumer Protection (the "DCP").

This irrevocable Agreement is contingent upon Great River Growers LLC obtaining a producer license from the DCP pursuant to the regulations contained in Sections 21a-408 to 21to 21a-408q, inclusive, of the Connecticut General Statutes and Sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies. Pursuant to the terms of this Agreement, the State of Connecticut must and shall have the right to immediately draw from the Escrow Amount upon the Commissioner of the DCP's notice to Columbia Care CT LLC and/or Great River Growers LLC that, pursuant to Section 21a-408-29 of the Regulations of Connecticut State Agencies, the Commissioner has determined that Great River Growers LLC has failed to timely and successfully complete the production of a production facility, or (2) has failed to continue to operate a production facility in a manner that provides a substantially uninterrupted supply of Medical Marijuana to its usual dispensary facility customers during the term of Great River Growers LLC's license. Furthermore, pursuant to the terms of this Agreement, an automatic and immediate payment to the State of Connecticut shall be become due and payable 24 hours prior to the escrow account expiring, unless written notice is received from the Commissioner of the DCP that either (1) a replacement account or instrument, acceptable to the Commissioner, is in place to satisfy Great River Growers LLC's obligation to maintain an appropriate escrow account in accordance with Connecticut law, or (2) Great River Growers LLC is released of the obligation to carry a replacement account or instrument.

The full Escrow Amount plus interest in the amount of 15% shall be repaid to Columbia Care over a term of five years. Upon written request to Columbia Care, Columbia Care CT LLC may extend the term of such Escrow Amount repayment for an additional five (5) years, provided that interest shall accrue by an additional 2.5% in such extension term. The remaining terms of this Agreement shall be determined in a subsequent formal contract consistent with the terms of this Agreement and which specify all additional terms and conditions of the Escrow Amount. Such subsequent contract shall be executed within thirty (30) days of the DCP's award of a producer license to Great River Growers LLC. This Agreement and all related agreements shall be subject to and compliant with all local and state banking rules, regulations or statutes, including but not limited to the Connecticut General Statutes, the Regulations of Connecticut State Agencies and all restrictions and limitations contemplated by the licensure requirements of the DCP and the State of Connecticut with regards to a producer license.

Columbia Care CT LLC shall notify Columbia Care within seventy two (72) hours of the DCP's award or denial of a producer license(s).

The undersigned hereby agree to be bound by the terms of this Agreement.

By: Col Care (Delaware) LLC

[redacted]

Michael Abbott, Chairman
Col Care (Delaware) LLC

By: Columbia Care CT LLC

[redacted]

Nicholas Vita, Chief Executive Officer
Columbia Care CT, LLC
Great River Growers LLC

BALANCES

As of 10:22 AM EST, 08/21/2013

MSB FBO COL. CARE (DELAWARE) LLC
C/O M ABBOTT & N VITA
677-018874-704 AAA
Limited Liability
$940,000.00 (prev. close) / Standard Cap

MSB FBO COL. CARE (DELAWARE) LLC
C/O M ABBOTT & N VITA
130 WEST 57TH STREET SUITE 9B
NEW YORK NY 10019-3311
(917) 703-9208 (B) | abbotm@mac.com

Product Category

PRODUCT CATEGORY	CURRENT VALUE($)	PREV CLOSE($)	% OF LMV
Cash	700,000.00	200,000.00	–
MMF And BDP	740,000.00	740,000.00	100.00
SubTotal	**$1,440,000.00**	**$940,000.00**	
Accrued Interest[1]	1.98		0.00
Totals	**$1,440,001.98**		**100.00**

** Monthly Accumulated Income: $0.00

1. The accrued interest is based on prior day valuation. Please note that since this is not a real time calculation, it may be overstated on the Payable Date of a security, since the interest paid will also be reflected as a Change ($) in 'Cash' forthat day.

Spending Power

Investable Amount

Portfolio Loan Account (PLA)

Portfolio Loan Account Maintenance

GREAT RIVER
GROWERS

Appendix K5

Certified Financial Statements & Pro Forma Plan

In Re: RFA Section E Question 5

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

CERTIFIED FINANCIAL STATEMENTS AND PRO FORMA PLAN

1.0 CERTIFIED FINANCIAL STATEMENTS AND PRO FORMA PLAN OVERVIEW

Great River Growers LLC was formed in early October 2013 specifically to apply for the Connecticut producer license. On the following pages, we have included the complete financial model used for the planning, commencement and operations of the production facility upon the successful award of a license. These inserts include our certified financial statements and a comprehensive three year pro forma financial plan.

The following financial statements are company certified financial statements for the period the company has been in existence. Since the company incorporated in October 2013, there has not been extensive business activities beyond matters directly related to the application process. The following certified financials are followed by the company's pro forma financials used for business planning purposes.

10:08 PM
11/13/13
Accrual Basis

Great River Growers
Balance Sheet
As of November 13, 2013

	Nov 13, 13
ASSETS	
Other Assets	
Security Deposit Asset	42,053.34
Total Other Assets	42,053.34
TOTAL ASSETS	**42,053.34**
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Due to Columbia Care LLC	106,008.34
Total Long Term Liabilities	106,008.34
Total Liabilities	106,008.34
Equity	
Net Income	-63,955.00
Total Equity	-63,955.00
TOTAL LIABILITIES & EQUITY	**42,053.34**

10:09 PM
11/13/13
Accrual Basis

Great River Growers
Profit & Loss
September 1 through November 13, 2013

	Sep 1 - Nov 13, 13
Ordinary Income/Expense	
Expense	
Contractor Wages	35,000.00
Legal Fees	13,015.00
Professional Fees	9,580.00
Rent Expense	6,360.00
Total Expense	63,955.00
Net Ordinary Income	-63,955.00
Net Income	**-63,955.00**

Great River Growers - General Assumptions

Harvest Plan	Projected
Number of Plants in facility	2400
Est. Harvests/plant/year	4
Est. Harvest Cycle (days)	90
Est. yield/plant/harvest (oz)	4.00
Est. yield/plant/harvest (lbs)	0.25
Oz. per Harvest	9,600
Lbs. per Harvest	600
Est. Yield (oz per year)	38,400
Est. Yield (pounds per year)	2,400
Est. Retail price / pound	$6,000
Est. Wholesale price / pound	$3,000
Initial Gross Margin %	50%
Wholesale as a % of Retail	50%
Est. Retail price / ounce	$375
Est. Wholesale price / ounce	$188
Note: Current retail market price per pound is $7,852.00	

Great River Growers - Cultivation Schedule

			Jun 2014 - May 2015 Full Year 1	Jun 2015 - May 2016 Full Year 2	Jun 2016 - May 2017 Full Year 3
Pounds of product produced			2,150	2,400	2,400
Ounces of product produced			34,400	38,400	38,400
Total Grow & Purchase Schedule					
Pounds of cured/packaged flower purchased			**2,150**	**2,400**	**2,400**
Oz. of cured/packaged flower purchased			**34,400**	**38,400**	**38,400**
Inventory at Beginning of Period (Lbs.)			32,150	38,400	38,400
Est. Wholesale Demand (Lbs.)			32,150	38,400	38,400
Inventory at End of Period (Lbs.)			**0**	**0**	**0**
Value of Inventory (deficit in $)			0	0	0
Supply Surplus (Shortage) - Lbs.			0	0	0
Amount of Flower Available (Surplus/(Deficit)) - Lbs.			32,150	38,400	38,400
Amount of Flower Sold - Lbs.			32,150	38,400	38,400
Total Retail Sales Value $	**$**	**375.00**	**12,056,250**	**14,400,000**	**14,400,000**
Total Wholesale Sales Value $	**$**	**187.50**	**6,028,125**	**7,200,000**	**7,200,000**

Great River Growers - Cultivation P&L Projections

		CAP EX	Jun 2014 - May 2015 Full Year 1	Jun 2015 - May 2016 Full Year 2	Jun 2016 - May 2017 Full Year 3
Qty Produced (Lbs.)			2,150	2,400	2,400
Qty Sold (Lbs.) - Wholesale			2,009	2,400	2,400
Wholesale Sales $			$6,028,125	$7,200,000	$7,200,000
Total Sales			**$6,028,125**	**$7,200,000**	**$7,200,000**
Cost of Goods Sold	Certain operating expenses (TBD) will be classified as COGS				
Gross Profit			**$6,028,125**	**$7,200,000**	**$7,200,000**
Operating Expenses					
2006 Security Monitoring			$1,200	$1,200	$1,200
BOTANICALS			0	0	0
3001 Genetic Clones	Initial Genetic Acquisition		0	0	0
3002 Plant Pots/Bags	500 Grow Bags/Assorted Pot Sizes		8,500	9,000	9,000
3003 Medium/Soil	1250 Cubic Feet		10,000	12,000	12,000
3004 Nutrients	Nutients		40,000	0	0
3005 Processing	Piranha Trimmer		0	0	0
	CO2 Extractor - Oil Extraction		0	0	0
3006 Processed Flower Storage & Packaging	Vacum Heat Sealer		0	0	0
	Vacum Bags/Glass Jars		8,000	12,000	12,000
3007 Tools & Expendables	Misc. Grow Supplies		12,000	12,000	12,000
3008 Pest Control			1,800	1,800	1,800
CULTIVATION LABOR			0	0	0
4001 CT Cultivation Manager (FT)			69,996	76,996	80,845
4002 Inventory Manager			37,500	49,500	51,975
4003 Cultivation Staff (FT)			329,500	389,400	408,870
4004 Cultivation Administrator (FT)			22,400	29,568	31,046
4005 Botantical Technicians (PT)			146,880	190,080	199,584
4006 MIP Staff			183,928	384,912	404,158
4007 Adt. Trimmers			0	0	0
4009 Employer Payroll Taxes	Employer PR Taxes		126,433	162,975	162,975
4010 FT Employee Benefits	Health Insurance		45,235	59,760	59,760
4015 CT DHS Licenses	MA DHS Licenses		0	0	0
Fixed Monthly Costs			0	0	0
5001 South Hadley Rent			105,000	105,000	105,000
5002 Utilities	Electric		120,000	120,000	120,000
	Water		9,000	9,000	9,000
	Internet/Phone		4,200	4,200	4,200
	IT Support (ETS)		3,575	3,900	3,900
5003 Office Set-Up	Computer/Printer/Fax		0	0	0
5004 Office Supplies	Toner/Labels		3,000	3,000	3,000
	Site Supplies		3,000	3,000	3,000
5007 Water/Coffee Service	Fridge		0	0	0
	Water Cooler/Coffee Machine/Microwave		0	0	0
	Bottled Water/Coffee		2,600	3,000	3,000
5009 Compliance & Software	Adilas		2,400	2,400	2,400
	Label Writers		0	0	0
	Barcode Scanners		0	0	0
	(2) .1 High Weight Scales		0	0	0
5010 Cultivation Center Insurance	Facility Insurance		7,500	7,500	7,500
	Vehicle Insurance		3,900	3,900	3,900
5015 Uniforms	(75) Crew Uniforms - Scrubs/Facility Shoes		0	0	0
Medical Marijuana Research & Testing			0	0	0
6001 Testing & Research Lab	Testing Lab All-In		0	0	0
6002 Director of Research & Testing	Research Scientist		45,826	49,992	49,992
6003 Research Assistants	Research Assistants		63,600	72,000	72,000
6004 Employer Payroll	Employer Payroll Taxes		17,508	19,519	19,519
CONTINGENCY			35,862	43,294	43,294
Cultivation Cap Ex		800,745	0	0	0
Sub Total - Operating Costs		**$ 800,745**	1,470,343	1,840,895	1,896,918
Operating Profit (before tax)		**$ (800,745)**	4,557,782	5,359,105	5,303,082

Notes:

(1) Monthly Contingency Amt. (%):	1.50%
(2) Monthly Contingency Amt. (%):	1.50%

Great River Growers - Cultivation Labor Projections

Position	Staff Member	FT/PT	Start Date	Annual Salary*
Cultivation Manager		FT	1-Jul-14	69,996
Inventory Manager		FT	1-Jul-14	45,000
Facility Manager		FT	1-Jul-14	60,000
Facility AGM		FT	1-Jul-14	45,000
Facility AGM		FT	1-Jul-14	45,000
FT Staff # 1		FT	1-Jul-14	34,000
FT Staff # 2		FT	1-Jul-14	34,000
FT Staff # 3		FT	1-Jul-14	34,000
FT Staff # 4		FT	1-Jul-14	34,000
FT Staff # 5		FT	1-Jul-14	34,000
FT Staff # 6		FT	1-Jul-14	34,000
Facility Admistrator (PT)		FT	1-Jul-14	26,880
(5) Trained Flower Maintenance Techs (Shift 1)		PT	1-Jul-14	86,400
(5) Trained Flower Maintenance Techs (Shift 2)		PT	1-Jul-14	86,400
Chef/Baker		FT	1-Jul-14	38,400
Chef Assistant		FT	1-Jul-14	27,648
Bakery Assistant		FT	1-Jul-14	27,648
Dishwasher/Kitchen Help		PT	1-Jul-14	12,000
10 PT Employees - 16/hour (4hrs per pound)		PT	1-Jul-14	230,400
Total (15 FT + 21 PT)				**1,004,772**

* Financial Projections assume 10% payroll growth in YR2 and 5% payroll growth in YR3

Great River Growers
Cultivation Facility

			CapEx
	COSTS AND EXPENSES:		
1000	**CONSTRUCTION**		
	Assumes (2) Veg. Rooms / (4) Flower Rooms / (1) Cure / (1) Vault		
	1001 POD Build Out (Materials)	POD 50' by 8' Container (Purchase)	20,000
		Lights/Ballast/Fictures	22,800
		(6) Trays & Stands	12,000
		(2) Mini Split 3 Ton AC Units (Aura)	19,200
		(2) 8" Fans (Light Grid Cooling)	3,000
		12" Can 150 Fan (Air Filter)	4,800
		(12) Ossilating Wall Fans	2,160
		Electrical - Internal Unit Sub-panel & Recepticals	7,500
		Hardware/Expendables	6,000
		Work Lights	1,000
		Industrial Dehumidifier	11,200
			0
	1002 POD Build Out Labor		
		Architectural Drawings & Approvals	1,500
		POD Assembly - 1 Test & Full Manufacture	32,000
			0
	1003 Facility Construction	Office Construction	5,000
		Bathroom Modification	10,000
		Bay Expansion & Rolgate	15,000
		Adt. Rollgates (2)	12,000
		Block Access to Non-Occupied areas	6,000
			0
	1005 Watering	Water Storage (2) 7000 Galon Tanks	7,000
		Water Transfer Pump	500
		Reverse Osmosis Equipment (New)	4,000
		POD Conical Bottom w/stand Feed Tank	4,200
		Pressurized Feeding Pump	2,280
		Piping Tubing	12,500
			0
		Plumbing Design & Contractor	5,625
			0
			0
	1006 HVAC	POD AC Condensers Linesets (Facility External) - Includes Install	12,000
		Refridgerant	8,000
			0
	1007 Air Filters & Fans	Air Filters/Fans	25,000
			0
		Fire Supression (Sprinklers)	25,000

Great River Growers
Cultivation Facility

			CapEx
			0
	1008 Electrical Ugrade	Electrical Runs to Individual PODS - 200 AMPS per POD	14,000
		Electrician Install	7,500
	1009 Metal Catwalk/Scaffolding	2 Tier Walkway/Access	0
			0
	1010 Industrial Equipment/Misc. Tools	Scissor Lift (40' Lift)	8,000
		Fork Lift	4,000
		POD MOVER/Set-Up	0
		Panel Truck 20'	22,000
			0
	1012 Industrial Kitcen	Commercial Kitchen Materials	45,000
		Commercial Kitchen Installation	10,000
	1015 Transportation/Shipping	POD Delivery (Assumes Boston to S. Hadley)	6,800
		Equipment Shipping	10,000
			0
2000	**SECURITY**		0
			0
	2003 Security Cameras	Cameras	100,000
		Rack & Video Storage	0
		Installation	0
		Wiring	0
		Locks & Doors	0
			0
	2005 Safe	POD Vault Securing	1,000
			0
	2006 Security Monitoring		0
			0
			0
3000	**BOTANICALS**		0
			0
	3001 Genetic Clones	Initial Genetic Acquisition	20,000
			0
	3002 Plant Pots/Bags	500 Grow Bags/Assorted Pot Sizes	2,500
			0
	3003 Medium/Soil	1250 Cubic Feet	2,500
			0
	3004 Nutrients	Nutients	5,000
			0
	3005 Processing	Piranha Trimmer	20,000

Great River Growers
Cultivation Facility

			CapEx
		CO2 Extractor - Oil Extraction	55,000
	3006 Processed Flower Storage & Packaging	Vacum Heat Sealer	2,500
		Vacum Bags/Glass Jars	3,600
			0
	3007 Tools & Expendables	Misc. Grow Supplies	5,000
	3008 Pest Control		
4000	**CULTIVATION LABOR**		
	4001 CT Cultivation Manager (FT)	CT Cultivation Manager	
	4002 Inventory Manager	Inventory Manager	
	4003 Great River Growers (FT)	Facility Manager	0
		Facility AGM	
		Facility AGM	
		FT Staff # 1	
		FT Staff # 2	
		FT Staff # 3	
		FT Staff # 4	
		FT Staff # 5	
		FT Staff # 6	
	4004 Cultivation Administrator (FT)	Facility Admistrator (PT)	
	4005 Botantical Technicians (PT)	(5) Trained Flower Maintenance Techs (Shift 1)	
		(5) Trained Flower Maintenance Techs (Shift 2)	
	4006 Infused Products Staff	Chef/Baker	
		Chef Assistant	
		Bakery Assistant	
		Dishwasher/Kitchen Help	
	4007 Adt. Trimmers	10 PT Employees - 16/hour (4hrs per pound)	
	4009 Employer Payroll Taxes	Employer PR Taxes	
	4010 FT Employee Benefits	Health Insurance	4,980
	4015 CT DHS Licenses	CT DHS Licenses	20,000
5000	**Fixed Monthly Costs - Rents/Utilities/Administration**		

Great River Growers
Cultivation Facility

			CapEx
	5001 Great River Growers Projected Rent		26,250
	5002 Utilities	Electric	6,000
		Water	
		Internet/Phone	
		IT Support (ETS)	
	5003 Office Set-Up	Computer/Printer/Fax	3,000
	5004 Office Supplies	Toner/Labels	
		Site Supplies	500
	5007 Water/Coffee Service	Fridge	1,000
		Water Cooler/Coffee Machine/Microwave	350
		Bottled Water/Coffee	
	5009 Compliance & Software	Adilas	200
		Label Writers	1,000
		Barcode Scanners	750
		(2) .1 High Weight Scales	2,500
	5010 Cultivation Center Insurance	Facility Insurance	1,800
		Vehicle Insurance	
	5015 Uniforms	(75) Crew Uniforms - Scrubs/Facility Shoes	5,000
6000	**Medical Marijuana Research & Testing**		
	6001 Testing & Research Lab	Testing Lab All-In	50,000
	6002 Director of Research & Testing	Research Scientist	
	6003 Research Assistants	Research Assistants	
	6004 Employer Payroll	Employer Payroll Taxes	
7000	**CONTINGENCY**		35,750
	Total Ind. Manufacturing:		**800,745**

GREAT RIVER
GROWERS

Appendix K6

Federal, State and Foreign Tax Returns

In Re: RFA Section E Question 6

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

FEDERAL, STATE AND FOREIGN TAX RETURNS

1.0 FEDERAL, STATE AND FOREIGN TAX RETURNS OVERVIEW

Great River Growers LLC was formed in October 2013 specifically to apply for the Connecticut producer license. On the following pages, please find the company's notice of its employer identification number from the Internal Revenue Service, which states that the company is not obligated to file Form 941 until April 30, 2014, Form 940 until January 31, 2015, Form 943 until January 31, 2015, and Form 1065 until April 15, 2014.

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

Date of this notice: 09-27-2013

Employer Identification Number:
[redacted]

Form: SS-4

Number of this notice: CP 575 A

GREAT RIVER GROWERS LLC
GREAT RIVER GROWERS
% ROBERT MAYERSON MBR
1131 TOLLAND TPKE STE O
MANCHESTER, CT 06042

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2014
Form 940	01/31/2015
Form 943	01/31/2015
Form 1065	04/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GREA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A 09-27-2013 GREA B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 09-27-2013
EMPLOYER IDENTIFICATION NUMBER: [redacted]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

GREAT RIVER GROWERS LLC
GREAT RIVER GROWERS
% ROBERT MAYERSON MBR
1131 TOLLAND TPKE STE O
MANCHESTER, CT 06042

GREAT RIVER
GROWERS

Appendix K7

Backer Federal, State and Foreign Tax Returns

In Re: RFA Section E Question 7

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

BACKER TAX RETURNS

1.0 BACKER TAX RETURNS OVERVIEW

Great River Growers LLC's backer, Columbia Care CT LLC, was formed in late September 2013 specifically to apply for the Connecticut producer license. On the following pages, please find the Columbia Care CT LLC's notice of its employer identification number from the Internal Revenue Service, which states that the company is not obligated to file Form 1065 until April 15, 2014.

Columbia Care CT LLC's sole member is Columbia Care LLC, which was formed in late September 2013 specifically to be an obligated financial sponsor Columbia Care CT LLC. On the following pages, please also find Columbia Care LLC's notice of its employer identification number from the Internal Revenue Service, which states that the company is not obligated to file Form 1065 until April 15, 2014.

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

Date of this notice: 09-26-2013

Employer Identification Number:
[redacted]

Form: SS-4

Number of this notice: CP 575 B

COLUMBIA CARE CT LLC
ROBERT MAYERSON MBR
1131 TOLLAND TPKE STE O
MANCHESTER, CT 06042

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 04/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is COLU. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 09-26-2013
EMPLOYER IDENTIFICATION NUMBER: [redacted]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

COLUMBIA CARE CT LLC
ROBERT MAYERSON MBR
1131 TOLLAND TPKE STE O
MANCHESTER, CT 06042

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

Date of this notice: 08-05-2013

Employer Identification Number:
[redacted]

Form: SS-4

Number of this notice: CP 575 B

COL CARE DELAWARE
MICHAEL ABBOTT MBR
130 W 57TH ST APT 9B
NEW YORK, NY 10019

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted] This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 04/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is COLC. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 08-05-2013
EMPLOYER IDENTIFICATION NUMBER: [redacted]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

COL CARE DELAWARE
MICHAEL ABBOTT MBR
130 W 57TH ST APT 9B
NEW YORK, NY 10019

GREAT RIVER
GROWERS

Appendix L

Agricultural & Production Experience

In Re: RFA Section F Question 1

AGRICULTURE AND PRODUCTION EXPERIENCE

1.0 AGRICULTURE AND PRODUCTION OVERVIEW

Over the past several years, Great River Growers LLC and its affiliates have built an experienced agricultural team with deep ties to the best and most innovative minds in the organic farming industry to supplement its own expertise in the Medical Marijuana cultivation industry. Through our efforts, the company has assembled a uniquely experienced commercial cultivation and production team led by its Chief Horticultural Officer (CHO). As a mechanical engineer by training, and with over 25years experience in designing, building and managing Medical Marijuana cultivation facilities, our CHO currently oversees all agriculture and production operations conducted by Great River Growers LLC's affiliates in the highly regulated, medical markets of Arizona and the District of Columbia. Upon licensure in Connecticut, the CHO and his team of over 20 full-time-employees (including researchers, managers, compliance officers, technicians, security and trimmers) will execute the proposed design and operational plans, manage the construction of the production facility, implement the cultivation plan, and oversee the training of all facility staff tasked with the cultivation of plants and/or the production, processing, record-keeping and manufacturing of Medical Marijuana products. To date, every harvest of raw Medical Marijuana flowers and Medical Marijuana products produced at our facilities in every jurisdiction in which we operate cultivation facilities has passed each safety test performed by regulators and independent laboratories commissioned to identify and measure the presence of any residual pesticides, mold, disease, heavy metals, or other contaminants. This standard for performance will be continued by Great River Growers LLC in Connecticut. Furthermore, we have never had a breach at any of our cultivation facilities in local regulations, product handling/loss, internal security or compliance.

Great River Growers LLC and its affiliates have over 250 years of collective commercial agricultural and production experience growing and producing not only unmatched pharmaceutical-grade Medical Marijuana, but also other agricultural crops including tomatoes, cucumbers, apples, melons, and an assortment of other fruits, vegetables, and herbs known for their flavor, shelf life and disease-resistance. Through our extensive operational experiences in other highly regulated, State-administered Medical Marijuana programs, we have learned many important lessons which have impacted directly our cultivation and production techniques, Operations Manual and Policies & Procedures. Over time, we have developed proprietary methods, techniques and procedures for the organic cultivation of plants, and for the design of the hardware and infrastructure required for the production of some of the finest pharmaceutical-grade Medical Marijuana products.

2.0 GREAT RIVER GROWERS LLC & AFFILIATES COLLECTIVE EXPERIENCE

At GRG, our primary goal is to provide Dispensaries with the best selection of pharmaceutical-grade, organically grown Medical Marijuana We have years of experience operating compliant commercial facilities to produce pharmaceutical-grade Medical Marijuana. For us everything begins with personnel, proprietary expertise, infrastructure & engineering, strain optimization to target the symptoms of the approved chronic conditions, and culminates in offering Dispensaries

the broadest selection of organic products that are tested for quality, consistency, efficacy, purity and the absence of pesticides and other chemical contaminants. Our facilities and systems are designed to operate within six sigma tolerances and our processes and techniques mimic ISO 9001:2000 standards (which we intend to certify once the facility is constructed and operational). Our cultivation platform was designed to manufacture products that are used specifically for medical purposes. Leveraging our expertise in medicine, mechanical engineering, research and agriculture, we design everything in-house from nutrients to engineering required for micro-climate controlled rooms. All of this is done to minimize the risk of patients being exposed to potentially lethal contaminants while maximizing the effectiveness of the products we deliver.

To demonstrate this differentiated approach with research optimized data, we have elected to adopt Connecticut's Department of Agriculture's ("CT DoAG") GAP (Good Agricultural Practices) and GHP (Good Handling Practices) Audit Program in our hydroponic cultivation facility; including, to the extent applicable, the Produce GAPs Harmonized Food Safety Standard & Checklist. This agricultural benchmarking system is licensed by the USDA AMS (US Dept. of Agricultural Marketing Service) to the CT AoAG certify excellence in agricultural standards.

Finally, consistent with our operations in other jurisdictions, we are committed to only using proven organic production methods. The cannabis plant has hundreds of strains, each one with different needs and traits. Unlike applicants whose experience with commercial operations may be in less regulated or pseudo-recreational markets, GRG recognizes that pesticides, curing conditions, nutrient selection and environment create enormous variations within genetically similar strains that must be carefully monitored and managed to insure product safety and reliability. These self-imposed disciplines are more resource intensive than the industry standard (or in comparison to what is allowed under the program's regulations), but yield a consistent, containment-free product that will lead the market in quality, safety and efficacy. Our patients and regulators expect our "medicine," and our manufacturing standards to meet those expectations.

Our range of experience spans the gamut of growing environments from the highest quality, 7,000 - 30,000 sq. ft. indoor organic hydroponic facilities that utilize highly specialized, proprietary micro climates to produce genetic replicas to larger (+35,000 sq. ft.) greenhouse operations that offer Dispensaries high quality, consistent products with a lower price point. Presently, we operate almost 85,000 square feet of cultivation space dedicated to the cultivation of pharmaceutical-grade Medical Marijuana. This cultivation footprint is spread out over several facilities in every imaginable climate (high/low altitude, dry/humid, desert/swamp conditions) in other jurisdictions. Having successfully adjusted to cultivating in these varied environments is what enables us to have the confidence to participate in Connecticut's program as one of its trusted growers.

Great River Growers LLC's affiliates include Capital City Care (one of the three registered dispensary facilities in the District of Columbia), Capital City Cultivation (one of the four registered cultivation/production facilities in the District of Columbia), and SWC Tempe and 203 Organix (which collectively consists of two registered dispensary facilities and two registered cultivation/production facilities licensed by the Arizona Medical Marijuana program). Notably,

Capital City Cultivation managed the first cultivation/production facility awarded a license in the Washington, D.C. Medical Marijuana program. The business currently boasts a leading market share in one of the nation's only for-profit markets and maintains an excellent record of compliance with Capitol regulations and policing authorities.

Great River Growers LLC was formed to operate a 27,000 square foot hydroponic indoor cultivation facility in Windsor, CT (New Haven County) that satisfies the unique cultivation and production needs of the Connecticut Medical Marijuana program. Through the collective experience of its affiliates in other state administered, highly-regulated Medical Marijuana programs, the company is operationally and financially prepared to manage the commercial cultivation and production responsibilities expected of each qualified licensed producer in Connecticut with professionalism, integrity and diligence.

Distinct from most Medical Marijuana producers, Great River Growers LLC also has affiliates that cultivate and produce traditional agricultural products employing organic methods. Chino Valley Farms, one of our cultivation locations in Chino Valley, Arizona, doubles as a fully functional organic farm whose crops include fruits, vegetables, herbs and flowers, and is best known for its heirloom, beefsteak and cherry tomatoes. These activities are segregated from our +35,000 square feet of limited, controlled access medical cannabis greenhouse facilities. Due to a focus on environmental sensitivities, to a large extent, the farm's utilities operate independently of the power and electrical grid. Expansion plans include an increase of an existing solar field to increase the power load generated by the farm's infrastructure and the augmentation of its highly successful Community Supported Agriculture ("CSA") program. The CSA enables facility managers to provide educational modules to the local community and students from agricultural programs from all over the world who learn basic and advanced organic farming techniques by working the land directly. Our continued support of CSA is an example of how we embrace local and regional communities using education as a tool to foster trust and collaboration. The intent is to develop an available and sustainable local food supply, encourage land stewardship, create opportunities to donate extra produce to local charities and build a sense of community. Chino Valley Farms is a founding member of TCGrown and the Yavapai County Farmers and Ranchers Cooperative, formed to help start-up and smaller producers collectively market their products, among other issues affecting the local agricultural industry.

For more information on Great River Growers LLC's affiliates, please refer to the following websites:

- www.chinovalleyfarms.com
- www.capitalcitycare.com
- www.swctempe.com
- www.203organixaz.com

At Great River Growers LLC, we will work hard to engage all our community partners in Connecticut through an easily accessible transparent platform that encourages them to come to know us and our business so that together we can serve our patients and improve their health by delivering the safest and highest quality product available anywhere in the United States.

3.0 EXPERIENCED & PROFESSIONAL PERSONNEL

Our management team is comprised of a comprehensive assembly of established professionals with over 250 combined years of relevant agricultural, scientific and compliance experience from Europe and the United States who believe in the merits of a highly-regulated, medically-focused, state-licensed program. We share a common vision that serves as the basis for all of our existing and future operations, and have established an organization that satisfies Dispensary and regulatory requirements while offering unparalleled compliance, safety, security and quality of products and services to our patients.

As important as Great River Grower's management team is to the success of the business, the heart and soul of our organization are our cultivation and production personnel, the men and women whose focus and hard work produce the plants and products that make our product the best. Cultivation and production staff working in our affiliate cultivation/production operations in other highly regulated Medical Marijuana states are highly skilled and experienced experts in their respective areas and, to the extent necessary, will be brought to Connecticut to train local personnel and help prepare local operations to exceed the organization's first year goals for production, compliance and quality. Such cultivation and production staff members have over 150 years of collective experience growing consistent, safe, pharmaceutical-grade Medical Marijuana and other consumer agricultural crops. Our teams of demonstrated professional personnel are prepared to guide Great River Growers LLC to be the top producing, most highly regarded, and market leading production facility in Connecticut.

Our affiliates' personnel have a comprehensive understanding of plant cultivation, particularly Medical Marijuana. Our national Vice President of Research and Quality Assurance is an experienced indoor Medical Marijuana horticulturalist who owned and operated one of Montana's very first Medical Marijuana dispensaries and cultivation centers before relocating to Arizona to assist with Great River Growers LLC's affiliates in that state. He is also a graduate of the First International Course on Medicinal Cannabis, held in the Netherlands, and served as an apprentice to Dr. Arno Hazekamp, Head of Research and Development for Bedrocan BV. Bedrocan BV is the only company in the world to produce Medicinal Cannabis for the Netherlands Ministry of Health, Welfare, and Sports, Office for Medicinal Cannabis.

Our Western Region VP of Horticulture has over two decades of indoor, commercial agriculture, with over a decade of experience in Medical Marijuana cultivation, beginning his career in California before relocating to assist with Great River Growers LLC's affiliates in Washington, D.C. His professional experience extends well beyond cultivation as he has served as a Medical Marijuana commercial cultivation and production center design and engineering consultant to a number of Medical Marijuana companies across the country. He is responsible for the custom lighting system and plant hydration system for the company's affiliates in both Arizona and Washington, DC, which have effectively reduced overall facility electrical and water usage

through smart facility design, efficient equipment, and recycling/reclamation programs. Innovations drawn from those earlier generations of products will be modified and optimized for our facility in Windsor – bringing truly cutting edge, proprietary technology to the State of Connecticut.

Complementing our Medical Marijuana cultivation expertise are the skills brought to our platform from the Chino Valley Farms team members who provide unique insight into alternative energy programs, water reuse and recycling programs, and general commercial agricultural business strategies. The farm staff is skilled in indoor, outdoor and greenhouse pest management and control, cutting edge horticultural techniques, and effective plant cultivation training methods for new and experienced employees. The melding of innovation, Medical Marijuana cultivation experience and cutting edge organic commercial farming provides GRG with a voluminous warehouse of data and expertise to ensure the best experts from each discipline is involved with the execution and development of GRG's operations.

Great River Growers LLC plans to leverage the available resources of its affiliates in order to become Connecticut's top provider of Medical Marijuana and Medical Marijuana products. Growing Medical Marijuana on a commercial scale without deluging plants with toxic pesticides and inorganic nutrients is as much of an art as it is a science. Few people (and even fewer groups) can credibly claim to possess this balanced skill set in such an emerging area of agriculture. Through a combination of classroom, one-on-one and on-site training in other operational Medically Focused markets, our production facility employees will be taught how to successfully employ our proven techniques to cultivate and produce the safest, most consistent, and highest quality products in Connecticut. This 360 degree method of training and mentoring involves an equal amount of time in the classroom to understand the mechanics of the engineering platforms and science behind the plants and techniques. This process takes time and a considerable investment of financial resources, but as we have seen, provides a confident and skilled team that works well with customers and regulators alike.

4.0 EXPERT CONSULTANTS & ADVISORS

Great River Growers LLC and its affiliates have conducted intensive analysis of analytic data provided by its team members, internal systems and academic and industry consultants. These consultants regularly compile data from registered international clinical trials, ongoing patient trials in other Medical Marijuana states, sales data from registered dispensary facilities in other Medical Marijuana states, Medical Marijuana laboratory testing results, licensed cultivators and producers, and data provided by the largest Medical Marijuana seed supplier in North America. These experts also assist us in performing regular historical financial and genetic performance analyses and retrospective operational and compliance reviews. As a result, Great River Growers LLC has been able to identify and select the strains deemed most beneficial for the list of qualifying conditions under Connecticut law and has created a tentative list of offered products for the first year of operations to accommodate the State's qualifying patients. Because of the company's extensive network in the industry, Great River Growers LLC is confident in its ability to cultivate and produce consistent, high-quality, pharmaceutical-grade Medical

Marijuana and Medical Marijuana products that address the specific defined needs and uses approved by the State and that meet the expressed needs of Connecticut's patient population.

A handful of select consultants that the organization's affiliates have worked with over the last few years have impressed the company enough to be invited to serve on Great River Growers LLC's Board of Advisors (see our Business Plan in Appendix H and accompanying organizational chart and resumes in Appendix K). Our professional advisory team is comprised of industry leaders with extensive experience in Medical Marijuana and/or other highly relevant business. They are some of the leading scholars and practitioners in their respective fields. Such Advisors come from various backgrounds, including commercial indoor agriculture/horticulture, law enforcement, pharmacy, healthcare, law, research and development, information technology, and communications. With their on-going expert advice and counsel, Great River Growers is well-positioned to address any concerns of the Department of Consumer Protection, registered dispensary facilities, recommending physicians, or qualifying patients regarding the palliative use of our pharmaceutical-grade Medical Marijuana products.

5.0 LESSONS LEARNED FROM AFFILIATE OPERATIONS

Successful cultivation and production operations start with a comprehensive and pragmatic plan. Without a clear vision, many production facilities fail to produce safe, consistent, pharmaceutical-grade Medical Marijuana after their first year of operation due to any number of faults including complacency, unsanitary conditions, poor personnel choices, poor genetics selection, improper handling of pest, mold or mildew infiltration, insufficient security measures, or inefficient control over environmental conditions in the facility. Great River Growers LLC is fortunate to be able to avoid such growing pains that many competitors may have to suffer through in order to achieve our anticipated operational results. Our company, with the assistance of our affiliates' extensive resources and experienced network, has developed a realistic operational plan that can be implemented in a timely and efficient manner upon commencement of operations. The company's plans are the result of vital lessons learned from the operational experiences of the organization's affiliates that can only come from years of operations in various, highly regulated, and medically focused jurisdictions. These operational plans reflect the accumulated body of knowledge of our company and all of our affiliated team members and, directly impacted the cultivation plan, financial plan, record-keeping/documentation P&Ps, security plan, pest management plan, plant and product safety plan, employee safety plan, employee hiring plan, employee training and education plan, and other relevant policy and procedural plans all of which will culminate in the success of Great River Growers LLC's production facility. The company's plans are the result of vital lessons learned from the operational experiences of the organization's affiliates that can only come from years of operations in various, highly regulated, medically-focused jurisdictions.

In addition, Chino Valley Farms' experience operating indoor, outdoor and greenhouse cultivation facilities has provided ample and incremental proprietary knowhow concerning pest management and control methods, both preventative and reactive. The farm has operated for approximately 20 years and has built a registry of proprietary knowhow during that time. This expertise enables our operations to address most agricultural/cultivation related issues with

immediate and tested responses while, at the same time continuing to build upon the existing body of expertise. This body of information also affords us real world experience in the development, implementation and application of alternative energy sources to provide alternative, ecologically friendly power supplies while mitigating its operational carbon footprint. All of these areas of practical expertise will enable Great River Growers LLC to deliver on its commitments to customers, regulators and community.

Great River Growers LLC's Arizona-based Medical Marijuana affiliates' experiences with staff hiring and training has also given GRG an advantage over competitors since must have the ability to build a self-sustaining human resources base. The most efficient way to accomplish and facilitate this process is to leverage the expertise developed in the ongoing operations of our affiliates. Over the past several years, we have hired and trained large numbers of skilled personnel and have developed the infrastructure and procedures to handle such an undertaking by utilizing proprietary methods that have been proven to facilitate the hiring and training cycle. Using a combination of classroom, one-on-one, mentoring and real world training at operational facilities, our personnel in Connecticut will be trained prior to opening in basic and advanced Medical Marijuana knowledge, chemistry, cultivation methods, production techniques, standards and practices, IT systems, record keeping systems, infrastructure operations and sales protocol to effectively support our Dispensary customers and regulators. Due to the nature of working with a living product that is also a scheduled narcotic, everything begins and ends with compliance, repetition, redundancy, accountability and custody. Our affiliates in Arizona operate two Medical Marijuana cultivation facilities about 75 miles apart. They market product and undergo the rigors of a sophisticated customer and regulatory framework. Although distinct in its formation from other markets, there are certain best practices that we can ingrain in our employees that transfer across operations. This includes a plant registry and history that enables us to demonstrate consistency, oversight, nutrient inputs, quality control and pest management techniques. It also enables us to tap into our existing database of patient data that has impacted our initial strain selection process for Connecticut program. By employing existing aggregate data, we not only refine our operations to match best practices with the Connecticut regulations, but utilize anecdotal patient feedback to select which strains are preferred by patients with the appropriate qualifying conditions. This invaluable resource will facilitate targeted strain selection in Great River Growers LLC's production facility and provide a mature/vetted "first run" benefitting Dispensary both clients and regulators.

Great River Growers LLC also has affiliates Washington, D.C. The District has implemented one of the nation's most highly regulated Medical Marijuana programs in the country. The law and regulations includes a cap of 95 plants licensed cultivation centers, meaning they required our affiliate, Capital City Cultivation, to adopt a customized cultivation plan to accommodate patient demand while maintaining strict compliance with District law. In other words, our teammates had to apply significant technical savvy in facility design and yield efficiency to survive regulatory limitations. In order to maximize each plant's production, cultivation staff developed an innovative indoor hydroponic system capable of producing over 14 pounds from a single plant under a single 1000 watt bulb, an incredible and unprecedented feat. Today, this affiliate company holds a leading market share in a program expected to grow exponentially in the next few years. In addition to cultivation operations, transportation methods had to be formulated to satisfy the District's stringent rules. As a result, Great River Growers LLC has

learned from its affiliate's transportation experiences and created the industry's safest, most comprehensive transportation plan, which has been reviewed and approved by security and law enforcement personnel including past Police Chiefs, retired DEA field agents, detectives, investigators, and private commercial security providers. Taken together, Great River Growers LLC's production facility has access to cutting edge cultivation facility design and plant yield efficiency unmatched by competitors and also has a unique transportation plan focused on employee and product safety and security.

6.0 PROPRIETARY METHODS OF CULTIVATION AND PRODUCTION

Through the collective experiences of its affiliates and through the information compiled and analyzed by its consultants and advisors, Great River Growers LLC has unrestricted access to a wide variety of proven proprietary methods of Medical Marijuana cultivation and production. Such methods include, but are not limited to, the indoor hydroponic growing system, the plant feeding system, the lighting system, and the water reclamation and reuse system, the combination of which translates into increased operational efficiencies, reduced carbon footprints, and increased plant yields.

From the moment a seed or clone is planted, we assign specific bar codes or RFIDs to that plant. This enables us to track plant and batch "birth date", location (as the plant transitions through the different areas of the grow facility and life cycle), feeding regime, weight, light schedule, health, activity record/AEs and room environment (temperature, humidity, CO2 levels, wind, light spectrum, etc.). We continually monitor each plant's progress using electronic records in combination with redundant paper backup (requiring dual signatures to confirm every material step). The results of such a disciplined process are generations of chemical and genetic clones that are continually optimized through selective breeding and culling as part of our proprietary agricultural genetic research program.

Our proprietary hydroponic growing system combines manufactured indoor horticultural equipment with specially designed components assembled in a completely unique and proprietary manner. Cultivation personnel working with the company's affiliates have successfully utilized this growing system for several years and have produced unparalleled results in conjunction with the organization's customized feeding system. Such feeding system includes a tailored nutrient lineup specific to each strain of Medical Marijuana grown, distinctive plant feeding techniques and procedures, and customized hand-mixed foliar sprays.

Our Chief Horticulturist, who also worked as the Head Engineer for a major international lighting company prior to joining, GRG where he designed light bulbs and fixtures for the indoor gardening industry. He has designed customized lighting fixtures for all of Great River Growers LLC's affiliate's cultivation operations and will apply the same ingenuity to GRG's facility in CT. His fixture designs increase overall lighting efficiency, widen light footprint, and improve light exposure all while decreasing ambient light bulb heat. Typically, store-bought lighting fixtures used for indoor gardening lose close to 40% of available light to the light fixture itself, whereas our custom fixtures only lose about 10%.

All indoor gardening systems use a significant amount of water to keep plants growing. Great River Growers LLC uses an inventive water reclamation and reuse system custom designed by our cultivation teams engineers. Such system combines a basic, commercial grade reverse osmosis system (upgraded with customized improvements to filter the facility's water) with a proprietary water recapture and recycle system. Most indoor cultivation facilities feed plants using a drain-to-waste watering system, meaning approximately 85% of the water is simply lost after usage. However, Great River Growers LLC's system is able to recapture water at an astounding 80-85% rate by focusing on evaporated water emitted from the plants themselves during the photosynthesis process. Put another way, when the production facility uses 100 gallons of water to feed its plants, 5 gallons are lost as waste, 15 gallons are retained by the plants, and more than 80 gallons are recaptured by the system and reused for a future feeding. Interestingly, this recaptured evaporated water does not need to be re-filtered through the reverse osmosis system as it is already in a pure, usable form for healthy, growing plants.

GREAT RIVER
GROWERS

Appendix M

Product & Site Safety Plan

In Re: RFA Section G Questions 1 & 2

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

PRODUCT AND SITE SAFETY

1.0 PRODUCTION AND SITE SAFETY OVERVIEW

Great River Growers LLC issues a comprehensive and industry-leading Operations Manual to every production facility employee during orientation training. Such Operations Manual sets forth the internal guidelines and procedures required to be followed to ensure both product and personnel safety while at the production facility. Topics include the cultivation, production, and manufacturing protocol to ensure plants and products are free of mold, disease, heavy metals and other contaminants, as well as protocols to ensure the mitigation of production facility employee exposure to unsafe materials or other unsafe conditions. We complement the policies and procedures with group classroom training (continuing and indoctrination), one on one specialist training that culminates with an extended mentor/apprentice period and hands on training at other facilities to experience working under strict supervision of team members and managers. We also run compliance and infrastructure 'failure' simulations based on industry experiences that require trainees and experienced personnel to respond to negative events with a reporting, accountability and response/remediation plan. It is our intent for these various training modules to exceed state and federal workplace requirements for industrial, agricultural and commercial site environments. Great River Growers LLC believes that product and site safety should be all-encompassing, from the start of a seed to the final package delivered to a dispensary facility. The company also believes in adhering to strict manufacturing standards at all stages of the plant life-cycle and production process to ensure both quality and safety to patients.

Great River Growers LLC is committed to providing a high level of safety in the production facility environment, incorporating pharmaceutical-inspired design of clean-room procedures and settings, strict storage conditions and procedures, and product testing and manufacturing standards in the processing of all products.

Below are relevant excerpts of our Operations Manual which evidence our product safety and site safety protocols.

2.0 PRODUCTION PROTOCOL TO ENSURE PLANTS ARE FREE OF MOLD, DISEASE, HEAVY METALS AND OTHER CONTAMINANTS

Clean room standards and organic cultivation methodologies provide pharmaceutical-grade, contamination-free Medical Marijuana products for dispensary customers to sell to their patients. Great River Growers LLC has designed its production facility accordingly, incorporating detailed processes to ensure consistency and quality. One of the most significant issues faced by the Medical Marijuana cultivation industry is that many production facilities manufacture products inconsistently, with relatively high-quality products one harvest, then mediocre products the next. Based on the demonstrated efficacy of our affiliates in other jurisdictions, using similar approaches and technology will enable Great River Growers LLC to stand out from competition because we consistently deliver only the highest quality Medical Marijuana - every harvest. We base this conclusion on a combination of independent testing results, appearance, patient comments and retrospective analysis of our detailed electronic

cultivation records.

Keeping tight controls on inventory and genetics is imperative for the continued growth of varieties that patients come to rely upon. Any deviations in the facility processes or environment can change potency levels of final products by as much as 15 percent, which can in turn have a dramatic effect on the patient. Even genetic clones sometimes develop unique traits. The rigorous oversight provided by the cultivation team results in the culling of up to 20% of any given batch to maintain desired traits and genetic purity. Variations of any type are simply unacceptable, which is why Great River Growers has put enormous effort into designing a production facility and procedures to ensure absolute consistency and safety in the cultivation, harvesting, and manufacturing of Medical Marijuana products.

As with any product meant for human consumption, cleanliness and sanitation are vital. Given that many qualifying patients have compromised immune systems, it is all the more critical to guarantee that medicine is produced, handled, transported, and stored in a manner that ensures quality and safety.

Great River Growers LLC has strict guidelines to ensure the quality and safety of the products, and the production facility takes pride in its relentless adherence to protocol. The guidelines are as follows:

- Medical Marijuana in the process of production, preparation, manufacture, packaging, storage, transportation, or sale is protected from insects, dust, dirt, and all other contamination through the use of positive pressure rooms, HEPA filtration systems embedded in the HVAC systems, anti-microbial/bacterial cleaning solutions, sealed micro-climate chambers, segregated batches and air scrubbers located throughout the facilities;

- Refuse or waste products incident to the cultivation, manufacture, preparation, packaging, transportation, or selling of Medical Marijuana are removed from the facility at least once every 24 hours or more often as necessary to maintain a clean condition;

- All trays, buckets, receptacles, racks, tables, shelves, utensils, and other equipment used in cultivation or production and manufacturing of Medical Marijuana products must be cleaned and sterilized daily;

- All edible food products must be securely covered and stored according to state and municipal standards. Food products are only allowed in areas outside of vegetative, bloom, cure, trim and packaging areas;

- A hand-washing sink will be easily accessible to employees. All employees must clean their hands and exposed arms (1) before handling or preparing Medical Marijuana, including working with food, equipment, and utensils, (2) during preparation and as often as necessary to remove soil and prevent cross-contamination when changing tasks, (3) after handling soiled equipment or utensils, (4) after touching bare human body parts other than the employee's own clean hands and exposed portions of arms, and (5) after using the lavatory;

- If working directly with the preparation of medical marijuana or the infusion of marijuana into non-edible products, employees must (1) keep fingernails trimmed, filed, and maintained so that the edges and surfaces are cleanable, (2) not have fingernail polish or artificial fingernails (unless wearing intact gloves in good repair), and (3) wear protective apparel such as coats, aprons, gowns, hairnets, goggles and gloves to prevent contamination;

- Employees must wear clean, pocketless clothing appropriate to assigned tasks; and

- Employees must report to the General Manager any health condition that may adversely affect the safety or quality of any Medical Marijuana with which they might come into contact. If the General Manager determines that an employee has a health condition that may adversely affect the safety or quality of the Medical Marijuana, that employee is prohibited from direct contact with any Medical Marijuana, including equipment or materials for processing Medical Marijuana until the General Manager determines that the employee's health condition no longer poses a risk of contamination.

- Employees are required to check in to the facility through a locker room and change out of street clothing into pocket-less hospital scrubs and shoes that have not been exposed to outside contaminants. They are visually checked by security prior to entering the main facility and prior to exiting the main facility area for security, diversion and contamination.

- All uniforms worn by staff inside the Medical Cannabis areas are professionally cleaned on a regular basis.

2.1 Facility Site Design

One key aspect to maintain product safety for a production facility is the internal environment of the facility itself. Developing a vacant building into a full-fledged production facility allows the Great River Growers LLC to design the facility interior in such a way as to keep many areas self-contained and segregated. This limits the potential spread of pests, mold, disease, and other contaminants, and facilitates the ability to manage the remediation of such issues in an efficient and immediate fashion without the risk of cross contamination.

In the production facility, Great River Growers LLC has designed separate spaces for the cultivation of distinct strains of Medical Cannabis, commercial kitchen, drying and curing, production and manufacturing, trimming, quarantine, and storage. In this unique design, each room has its own controls for temperature, humidity, simulated wind and other elements, allowing for maximum environmental control and limiting the spread of pests and other forms of contamination.

In addition, each distinct area of the facility is designed to be an independent limited access area, so employees may only access certain areas in accordance with their job responsibilities, further reducing risks of contamination or security breaches. Many rooms are biometrically locked, so all access is monitored and recorded. All rooms are filed 24/7 with greater than 90 days of backlog. With inventories conducted twice daily and constant monitoring using infrared and regular lenses, inappropriate or unsupervised behavior is extremely difficult to perpetrate. Furthermore, each area is designed with environmental monitoring devices. Should changes occur in humidity or temperature, alarms will notify the monitoring staff, who in turn will notify the proper employees to commence remediation procedures.

2.2 Clean Room Techniques

General Cleanliness and Sanitation

Most production facilities are simply not sanitary – they are managed solely for economic gain. The operators have a very different timeline or focus on reputation that a national corporate entity. Tours of facilities in many other Medical Marijuana states reveal that such facilities do not have proper antiseptic standards. If a facility is growing and manufacturing Medical Marijuana to be used by qualifying patients, then a sterile working environment is an absolute necessity. Inspired by the pharmaceutical and bioscience industries, Great River Growers LLC has created a unique clean-room-inspired design and instituted cultivation processes to support proper hygienic conditions, which greatly reduce the risk of unwanted pest infiltration, bacteria, molds, fungi, and other contaminants.

Generally, production facility employees entering the facility are the most common source of pest infiltration and plant diseases. To prevent this and to keep a clean facility environment, Great River Growers LLC designed a locker room with showers, lockers, and toilet facilities so that employees can clean themselves and change into sterile, pocketless clothing before beginning work with plants or products. Before shifts begin, each production facility employee is required to shower, wear pocketless coveralls or hospital scrubs, and either cover their

shoes with booties (coveralls, lab coats and booties are provided by the facility and cleaned regularly). Great River Growers LLC also requires production facility employees to purchase new shoes before commencing work with the company to be kept in his or her locker, which are never to be worn outside the facility (aka "inside shoes"). This way when an employee enters the cultivation areas or areas containing Medical Marijuana products, the risks of pests, mold, disease, heavy metals, and other contaminants from the outside are minimized.

Production facility employees working in the commercial kitchen or in concentrate and alternative product production and manufacturing are required to (1) wear a company lab coat over their clothes at all times, (2) keep an additional pair of shoes at the facility to change into, and (3) wear booties over their inside shoes while in the facility at all times. Booties and lab coats are then placed in the laundry at the end of each day to prevent the potential spread of any mold, disease, or other contamination.

All production facility employees working with plants or products are required to wear latex or vinyl gloves at all times while handling plants or product. Great River Growers LLC has a strict rule against bare skin touching plants or products at any time. Likewise, any employee with long hair, working with concentrates, working as a trimmer, or working in the commercial kitchen will be required to wear a hairnet at all times to prevent any unwanted hairs from accidently touching raw flowers, edibles or concentrates.

Any employee with a cold or even a suspected cold must wear a face mask covering their nose and mouth if they are working anywhere near plants or products. Such employees will either be sent home or redirected to other duties where there is no risk of the spread of their illness to other employees.

Cleaning and Sanitation Procedures for Cultivation Areas

Part of maintaining a sterile clean-room environment is the actual cleaning and sanitation procedure. Daily cleaning is part of keeping the cultivation area free from pests, mold, diseases and other contaminants. Every day, floors are swept in a gentle manner so as to not produce any dust, and are then lightly mopped. All tables and chairs in the production facility are made from stainless steel for easy cleaning and sanitization.

A simple bleach solution is used to clean all cultivation areas and cultivation equipment. One tablespoon of bleach is added to a gallon of water to achieve a concentration of around 200 parts per million, a safe concentration that is strong enough to kill mold and bacteria but safe enough not to detrimentally affect plant health.

Cultivation areas are sanitized before and after each harvested batch of plants – that is, before new plants are moved into the particular cultivation area and after such plants are harvested for production. Sanitizing includes washing all walls, ceilings and floors. A water and hydrogen peroxide solution is used to clean reservoirs, aerator pumps, and water pumps and to flush all plant irrigation lines.

A particular risk of infiltration is through the air ventilation system – particularly from the large intake fans that create a continuous air flow in cultivation areas. The facility will have air pumped in from outdoors, special filtration systems capable of filtering out microbes and dust keep the plants safe. Such filters are inspected on a weekly basis and replaced when needed. For more information on the filters, please refer to the Air Treatment Plan in Appendix I.

Hand Washing

Production facility employees must keep their hands and exposed portions of their arms as clean as possible whenever working with Medical Marijuana plants or products.

Hand & Arm Cleaning Procedure – Employees must clean their hands and exposed portions of their arms with hand-washing soap by vigorously rubbing together the surfaces of their lathered hands and arms for at least twenty (20) seconds then thoroughly rinsing with clean water. Employees must pay particular attention to the areas beneath the fingernails and between the fingers.

Hand Sanitizer – A hand sanitizer and a chemical hand sanitizing solution used as a hand dip must be applied to employees' hands after following the hand and arm cleaning procedure described above.

Hand-Washing Frequency – Employees must clean their hands and exposed portions of their arms immediately before engaging in food preparation, including working with exposed food, kitchen equipment and utensils. Employees must ALSO clean their hands in the following instances:

- After touching bare human body parts other than clean hands and clean, exposed portions of arms;
- After using the toilet;
- After coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating, or drinking out of a potentially contaminated container;
- After handling soiled equipment or utensils;
- Immediately before engaging in food preparation including working with exposed food, clean utensils, and unwrapped single-service and single-use articles in the food preparation area;
- During food preparation, as often as necessary to remove soil and contamination and to prevent cross-contamination when

changing tasks;

- When switching between working with raw food and working with ready-to-eat food; and

- After engaging in other activities that contaminate the hands such as handling waste or diseased Medical Marijuana.

Hand-Washing Location – Employees must clean their hands in a hand-washing lavatory or approved automatic hand-washing facility – *not* in a sink used for food preparation, a service sink, or a curbed cleaning facility used for the disposal of mop water and similar liquid waste.

Hygiene

Fingernail Maintenance –Production facility employees must keep their fingernails trimmed, filed, and maintained so the edges and surfaces are cleanable and not rough. Unless wearing intact gloves in good repair, such employees may not wear fingernail polish or artificial fingernails when working with exposed Medical Marijuana product or food.

Jewelry – While preparing food, commercial kitchen employees may not wear jewelry on their arms and hands. This restriction does not apply to a plain ring such as a wedding band.

Outer Clothing – Production facility employees shall wear clean, pocketless outer clothing to prevent contamination of food, equipment, utensils, linens, and single-service and single-use articles. When moving from a raw food operation to a ready-to-eat food operation, commercial kitchen employees shall wear clean, pocketless outer covering over clothing or change to clean, pocketless clothing if clothing is soiled.

Eating & Drinking – Except as specified below, a production facility employee may eat or drink *only* in designated areas where there is no threat of the contamination of exposed Medical Marijuana, food, facility equipment, utensils, linens, or other items requiring sterility.

An employee working with Medical Marijuana products or food may drink from a closed beverage container *if* the container is handled to prevent contamination of the following:

- The employee's hands;

- Cultivation, production and manufacturing equipment;

- The container itself;

- Exposed food;

- Clean kitchen equipment, utensils, and linens; and

- Unwrapped single-service and single-use articles.

Mouth & Nose – Production facility employees experiencing persistent sneezing, coughing, or a runny nose that causes discharges from the eyes, nose, or mouth shall not work with exposed Medical Marijuana products or food in any form, clean facility equipment, utensils or linens.

Hair Restraints – Employees working with food must wear hair restraints such as hats, hair coverings or nets, beard restraints, and clothing that covers body hair. Such hair restraints are designed and worn to effectively keep employee hair from contacting exposed products, food, clean equipment, utensils, linens, etc.

Contaminated Material Destruction

As with all types of agricultural production facilities, waste products, such as used soil or other planting mediums, dead leaves, stalks, and stems, must be handled as contaminated material. Such contaminated material must be removed the production facility to prevent the spread of pests, mold, disease, or other contaminants.

Great River Growers LLC places special airtight garbage containers in the production facility for the collection of byproducts that must be destroyed or are no longer needed during cultivation or production and manufacturing processes. Any plant material that is unused or unwanted will be placed in these containers unless it is suspected of containing mold, fungus, or pests, in which case it will immediately quarantined, destroyed, and removed from the facility. While in quarantine, a trained employee will review these byproducts to determine the type of disease or infiltration and recommend which treatments should be applied to the plants or equipment. All uninfected materials will remain in the airtight containers for regular facility disposal procedures.

2.3 Quality Control

Great River Growers LLC's Standard Operating Procedures (SOPs) govern quality control and plant safety in the production facility. The purpose of the SOPs is to maintain the integrity of the Medical Marijuana plants in order to provide the highest quality Medical Marijuana products to registered qualifying patients. Plants will be grown and harvested in the cultivation area of the production facility, which will be well-sanitized and maintained by trained employees who will be required to follow specific personal hygiene protocols, including wearing hair nets, protective gloves, and other equipment consistent with appropriate laboratory attire. Similarly, the actual growing plants will be regularly sanitized by the use of organic-certified chemical cleaning agents, and appropriate HVAC equipment design and implementation. Materials used for the harvest and storage of dried, raw Medical Marijuana flowers will be consistent with those used in the food industry.

Medical Marijuana plant health will be consistently monitored and evaluated. Specifically,

plants will be analyzed for macronutrients (e.g., nitrogen, phosphorus, potassium, magnesium, sulfur and calcium), trace levels of pesticides, the presence of pests (e.g., mites, spiders and insects), as well as mycotoxins, which are toxic metabolites produced by some molds. Measures will be taken to eliminate any contaminants and remedy—using products that carry the USDA National Organic Program seal—any nutritional deficiencies. All additives/supplements used on the Medical Marijuana plants will be consistent with the products' labels and consistent with the needs of individual plants.

It is essential to the success of the Medical Marijuana program in Connecticut that registered qualifying patients receive consistent benefits from Medical Marijuana. Great River Growers LLC will provide a variety of strains that have been specifically assessed to treat the qualifying conditions and ailments identified by State law. With each product purchased, documents will be made available that attest to the plant used in the product, the plant's batch or lot number, the date the plant was harvested, and the results of tests indicating the concentration of active ingredients such as THC, CBD and CBN.

Although the production facility will take every measure to ensure the cultivation of healthy plants free of mold, disease, heavy metals, and other contaminants, the company has developed an SOP that specifies rigorous and routine analytical evaluation. Standard analytical instrumentation (e.g., gas chromatography, high performance liquid chromatography, polymerase chain reaction, and enzyme-linked immunosorbent assay) will routinely analyze for the presence of microbes, pesticides, contaminants, macronutrients, specific contents of THC, CBD and CBN, and any other constituent that is of interest by a registered independent laboratory. These methods of analysis are used to evaluate 'consistency' between parent-daughter plants, inter-species plants, and "batches" of plants of the same species.

2.4 Organic Cultivation- Clean Green Certification & Organic Methodology

Great River Growers LLC remains committed to best-practices organic production facility practices, including the use of live, organic soils amended only by organic aids, discussed in detail below. In fact, Great River Growers LLC aims to be the first Connecticut production facility to be certified as organic.

Clean Green Certification Program

Although the USDA does not yet regulate Medical Marijuana, Great River Growers LLC intends to retain Clean Green, LLC to implement and monitor the rigorous Medical Marijuana Standards & Inspection Program offered by Clean Green, a California company specializing in Medical Marijuana cultivation inspection and certification. Clean Green was founded by Mr. Chris Van Hook, a practicing California attorney who has been accredited by the USDA National Organic Program to certify organic farms and processors since 2002, the year the Clean Green program was launched.

The Clean Green Certification program is a Medical Marijuana organic certification program

modeled after the USDA National Organic Program, ensuring environmentally clean and sustainable methods of cultivation. In conjunction with local laws and regulations, Clean Green provides organic certifications to Medical Marijuana cultivations across the nation, applying the same methodology and requirements as the USDA protocol.

Clean Green inspects all inputs, from seed or clone selections, soil, nutrients, pesticides, mold treatments, dust control, and sources of electricity, to methods of harvesting and processing. This program reduces the environmental impact of Medical Marijuana crops, ensures regulatory compliance, and regulates which chemicals go into ingested medicine. Upon completion of an inspection of the certified operation, the facility is licensed to use the "Clean Green Certified" label on their products. Once certified, an annual review process and an annual on-site inspection are required to retain the certification.

The Clean Green Certification encompasses:

- Quality control in all areas of cultivation, harvest, processing and packaging;
- Website access to confirm certification compliance for the general public;
- Clean burning procedures for the environment;
- Impartial third-party inspection based on the strictest USDA organic standards;
- Legal knowledge of, preparation of, and compliance with these standards;
- Review of laboratory testing procedures to ensure that products are fully tested in accordance with law;
- Specialized grow operations and techniques for cultivators to follow organic cultivation procedures;
- New growing technologies as they develop, including changes to federal law for banned substances, new products that pass certification for organic cultivation, and new products used in the treatment of pest management and disease that would qualify for organic production; and
- Carbon footprint reduction in all areas of cultivation, harvest, processing and packaging for patient use.

The Clean Green Certified program is comprised of four parts: (1) legal compliance, (2) standard agricultural crop inspection, (3) review of the manner in which the Medical

Marijuana is grown, and (4) on-going annual certification. Taken together, the program helps to ensure a producer's legal compliance as well as distinguish the product from others available to qualified patients.

The program covers four main areas:

- The Legal Compliance Review: This portion of the program allows producers to discuss their internal issues or concerns with an experienced compliance lawyer on-site at the production facility. Topics covered include, but are not limited to, location of plants, public viewing of plants, the security of the growing location, and addressing any perceived nuisances as a cultivator. An on-site review of the facility procedures is conducted during each review.

- Standard Agricultural Crop Inspection: This portion of the program includes a close examination of the growing plants themselves. Here the plants are examined for excess molds, diseases, mildews, unwanted contaminants, pest problems, or other agricultural problems. The plants are inspected for cleanliness and to ensure that they are free from excess dust, dirt, or manures. The inspection assesses the overall health of the plants, the sterility of the growing area, and the cleanliness equipment and employees. The processing room or area is observed and discussions occur regarding the need for a clean processing facility for the Medical Marijuana—as contamination of a crop is often most likely to occur in the processing areas—and also regarding the manner in which to process the Medical Marijuana so it will not degrade quickly and that it is stored in a safe, secure and healthy manner.

- Review of Growing Methods: Becoming certified requires an application detailing how the Medical Marijuana is to be grown. Applicants must answer questions regarding the source of water, source of electricity, how the cultivator combats pests and diseases, etc. Once the application is submitted, an on-site crop inspection is scheduled. During the inspection, the methods the producer stated in the application are confirmed. A thorough review of all of the inputs the producer is using takes place (fertilizers, pest control sprays, potting soils, etc.). Clean Green uses the same input review standards as the USDA Organic Program in determining what can and cannot be used as growing mediums or nutrients and for pesticide management.

- Ongoing Annual Certification: The certification program requires an annual on-site inspection of each location for the continuance

of certification. Since Clean Green employs experienced USDA Organic inspectors and certifiers, any changes to law, procedures or treatments in nutrients or pest management are disseminated to the facility to keep the certification current.

In addition to undergoing certification and annual inspection processes administered by Clean Green, Clean Green will play an active role during construction and initial start-up early in the process to review all plans, nutrients and pesticides to assess any potential issues prior to construction

Organic Cultivation Methodology

Organic methodology in Medical Marijuana cultivation is the combination of a system of methods principles, organic nutrients, pesticides, and fungicides. There are five key components:

- **Use of Organic Products:** This includes all areas of soil or plant mediums, fertilizers, pesticides and fungicides. Great River Growers LLC intends to use a coco peat medium to cultivate its plants. Coco peat is Organic Materials Review Institute ("OMIR") certified and 100% organic. Using this medium also greatly reduces microbes and contaminants that are found in soils that can foster pest infiltration;

- **Proactive Pest Control:** One of the most difficult areas of agricultural cultivation in general is pest management and disease control. The main difference between organic and non-organic methods is that organic pesticides are not usually as strong as their synthetic, inorganic counterparts. Therefore, multiple treatments are required which may take from one to fifteen days to exterminate unwanted pests and their eggs. Great River Growers LLC will take a proactive stance to prevent, observe, and intervene in pest infiltrations;

- **Clean Room Environment:** Keeping areas clean and sanitized prevents diseases from being transmitted to specific areas of the facility. Great River Growers LLC will use a quarantine area for plants that appear to be infected as a proactive measure to prevent the spread of pests or disease to other areas of the facility;

- **Use of Inorganic Materials in Alternative Products, Including Edibles:** Alternative product and edible manufacturing requires combining a Medical Cannabis concentrate with additional materials such as butter and oils. Great River Growers LLC will

make every effort to reduce contamination of concentrates by using a separate water filtration system for ice machines used for the cold-water processing of concentrates. Great River Growers LLC also will use organic products whenever possible for creating edibles; and

- **Proper Storage of Products:** Great River Growers LLC will use impermeable bags with natural standardized nitrogen-sealed packaging with oxygen and humidity indicators for bulk storage of raw flowers. Preservatives used in making or packaging of any alternative products will not be used in the bulk storage of raw flowers.

Organic cultivation is certainly a worthwhile practice, as it provides patients with a safe, high-quality product by eschewing toxic chemicals. Additionally, organic cultivation is better for plant health, and producers are less likely to experience problems associated with inorganic methods, including the following:

- Organic fertilizers break down slowly in soil and soil-like mediums compared to inorganic compounds. This ensures a steady supply of nutrients to the plants. An abundance of soil microorganisms is good for the soil and the plants;

- Chemical fertilizers come in a highly soluble form and generally in much higher concentrations than organic fertilizers. After they are applied to the soil, they are quickly taken up by the roots. Because of the high level of concentration, the rapid action will cause the plant to take in toxic levels of nutrients if the fertilizer is overly applied, leading to injury and even death if the levels are high enough. This is commonly referred to as "nutrient burn;"

- Chemical fertilizers leave salts behind in the soil. If the plant is not flushed periodically (every one to two months), these salts will build up to levels that are dangerous to the plants;

- Chemical fertilizers tend to have an adverse effect on soil microorganisms, including earthworms; and

- Chemical nutrients are not easily composted.

Beyond the issues of soil chemistry and nutrient uptake, there is little question that using organic substances is better for the environment, even when growing indoors. Organic fertilizers – blood and bone meal, fish emulsion, worm castings and products derived from other plant material – are renewable, whereas petroleum, from which the vast majority of chemical fertilizers are synthesized, is not.

In addition to adhering to the core principals of organic methodology, which include the use of organic fertilizers, pesticides, and fungicides, proactive pest control, a clean room environment, proper storage of Medical Marijuana, and the use of organic products in the creation of alternative products, Great River Growers LLC will adhere to other processes, including:

- **Disease Control:** Great River Growers LLC will remove diseased materials, prune and/or pick any dead or fallen leaves from plants, and carefully snip off diseased areas of any infected plant. This plant material will go straight into secured garbage bins for destruction and disposal, never in a compost bin. If the materials are left remaining in the cultivation area, disease can spread and affect surrounding plants.

- **Proper Sanitization of Gardening Tools and Clothing:** After treating a diseased plant through pruning, all tools will be washed with disinfectant and/or organic bleach for sterilization. Great River Growers LLC will have locker rooms with special pocketless overalls and lab coats that will be removed after wear and cleaned within the facility. Employees will also be required to wear gloves, masks and goggles when working with plants, which will be sanitized daily.

- **Organic Compost Biological Teas for Plant Protection:** Great River Growers LLC will brew compost teas (also known as humteas) for each stage of plant growth. This is a liquid compost tea comprised of organic matter that has been decomposed and recycled as a fertilizer and soil amendment. The tea itself is beneficial as a soil conditioner and fertilizer, adds vital humus or humic acids, acts as a natural pesticide, and immunizes plants against diseases.

  Compost teas will be used throughout the growth processes as foliar spray and amendments to reservoir systems. In seed germination and cloning stages, the liquid is applied as a spray to seedlings, as a soil- drench (root dip), and even as a surface spray to reduce incidence of harmful phytopathogenic fungi.

  OMIR certified kits are easily purchased to brew the tea at the facility, which adds cost savings and allows Great River Growers LLC staff to measure and control the process. Depending on the cycle of plants, different teas will be produced for each stage. Ingredients include, but are not limited to, natural compost, guanos from both seabirds and bats, organic molasses and seaweed, which will feed microorganisms. Aerators are used to

oxygenate the water for a few hours, which helps remove chlorine and other potential pollutants.

- **Liquid Composting Solutions & H_2O_2:** Organic products such as Botanicare's AquaShield provide additional natural and organic supplements to the water. AquaShield is derived from natural composted poultry litter and is used to promote root growth through all stages, but is especially critical in early growth for clones to root properly. Instead of growth hormones, this natural compound, which is high in nitrogen, is used in water for clones and plants undergoing the transplant process. H_2O_2 (22% solution), when mixed with water, assists plants that are having root problems and acts as a barrier to fight disease on roots that prohibits growth.

- **Organic Kelp:** Kelp plant food is an organic fertilizer made of condensed seaweed. The plant food contains essential oils, vitamins, minerals, enzymes and amino acids for plant growth and soil nutrition. Kelp fertilizer increases plant cell growth to improve foliage growth in plants. Gardeners use kelp fertilizer to promote greener leaves and more lush plant growth.

  As an organic fertilizer, kelp plant food adds nutrients directly to the soil for long-term plant nutrition. This also leads to building sustainable soil and soil mediums while fertilizing the plant. This is used in early stages of growth, both as an addition to reservoirs and as a foliar spray on clones and seedlings.

- **Compounds Used:** Part of the reason that organic cultivation of Medical Marijuana in not common in the United States is the lack of education on the cultivators' part and the increasing price of these compounds. Organic products are on average 20-40% higher in cost when compared to their synthetic counterparts, a factor that many times results in cultivators using the most inexpensive product to minimize costs.

2.5 Batch Tracking

To ensure product safety, quality control, and consistent manufacturing standards, all production facility employees working in the cultivation area are required to document their actions in the ADILAS Inventory System. This software system is capable of recording every action done to a plant or batch of plants, such as nutrient or pest management

treatment, cultivation, harvest, cure, or storage procedure, with a date/time stamp.

For every product that is sold, Great River Growers LLC is able to name every employee who touched the product from seed to final packaging by plant ID, plant batch, and individual product. These reports can be printed and given to the dispensary facilities related to all products purchased.

2.6 Product Storage

Great River Growers LLC storage area is a private, secured vault room that is climate-controlled and monitored by a surveillance system, both for security purposes and to detect any changes in environment such as temperature and humidity. It is necessary to design inventory storage in this manner due to the volume of anticipated stored products and our company's techniques for bulk storage. Improper storage of Medical Marijuana can lead to over-dried or deteriorated products, exposure to mold or bacteria, and increase CBN levels (i.e. accelerate degradation of the potency and quality of the products).

Oxygen is an important factor in the safe storage of Medical Marijuana. As such, Great River Growers LLC packages all raw flowers by injecting nitrogen into special storage containers for sealing bulk products. Bulk storage remains on the shelves prior to being distributed in prepackaged amounts to dispensary facilities. This method keeps the bulk Medical Marijuana as fresh as it was the day it was sealed in the tamper-proof packages. Such procedures substantially reduce any risk of mold and bacterial growth and significantly reduce the possibility of degradation and discoloration. To further ensure safety and integrity, each package includes oxygen and humidity indicators to indicate if the package has been compromised in any fashion. If signs of tampering exist, the products will be destroyed accordingly.

2.7 Product Packaging for Dispensary Facilities

Great River Growers LLC stores all bulk products in airtight, nitrogen-sealed packaging, as described above. Only when an order is received from a dispensary facility will these bags be opened for unit packaging in light-resistant, child-resistant containers. There is no prepackaging ahead of orders, as this is the safest and most reliable way to keep all Medical Marijuana products fresh and uncontaminated.

The company requires production facility employees charged with unit packaging to wear a lab coat, gloves, hairnet, and mask. All products are pre-measured according to their appropriate weight or amount before placement into the unit container for eventual sale. A three-step process for quality control – weight, quality, and quantity – ensures the employee's honesty and the product's safety.

To ensure the quality and integrity of our products and in order to promote the sanitary handling of raw flowers, authorized employees use chopsticks to remove the Medical Marijuana from

the bulk containers. This procedure prevents any residue from employees' hands or skin from touching the product. After use, all utensils are sterilized.

2.8 Product Safety Testing

In addition to state required independent laboratory testing for product potency and cannabinoid profile, Great River Growers LLC will conduct its own mold testing and pesticide testing to ensure all products are free of mold, disease, heavy metals, and other contaminants.

Mold Testing

Medical Marijuana samples frequently contain mold and fungus, although rarely in concentrations high enough to render the medicinal product unsafe. However, molds can cause disease, and mold allergies are a serious concern to any patient, particularly to HIV/AIDS and cancer patients. Understanding which levels are considered harmful is critical in the production of consistently safe products.

Production facility tests for mold and fungi are critical in the analysis of flowers and any concentrates to detect the presence of mold, disease, fungus, and their byproducts. Using industry standards and established guidelines, a classification system must be in place when Medical Marijuana contains mold, disease, fungi, or mycotoxins at levels which are considered unsafe for consumption. Testing at this level will prevent the exposure of seriously ill patients to dangerous levels of molds, fungi, and byproducts.

Pesticide Testing

Production facility tests must be performed to measure the presence of hundreds of pesticides. Exposure to pesticides can cause patients with serious medical conditions significant harm and can contradict existing pharmaceutical medicine treatments. Testing for pesticides is the best way to regulate the use of toxic chemicals and provide patients with a safe, clean product. Unfortunately, there are currently no federal guidelines for what constitutes residual pesticide on Medicinal Marijuana. Only professional laboratories who have experience testing Medical Marijuana can establish recommended levels.

To fully test pesticides with any level of detection, laboratories have switched to high-performance liquid chromatography/mass spectroscopy or HPLC/MS. These are highly specialized tests that are separate from any test for potency and are not in use in smaller or less experienced labs. Great River Growers LLC intends to commission such tests by a registered independent laboratory to assure the utmost safety of our products. Such testing will also reveal the presence of heavy metals or other unwanted contaminants.

Pesticides of all kinds are often hazardous in minute quantities, but combinations of even trace amounts can have adverse health impacts on an ill patient. Again, standards for testing are not

regulated by the U.S. Government, but testing standards currently exist for over thirty pesticide compounds. Professional laboratories experienced in Medical Marijuana testing can routinely test for and provide a pesticide analysis. Common chemical compounds found in pesticides but not routinely tested for include:

- Abamectin (Avermectin; Avid)
- Bifenazate
- Bifenthrin
- Dichlorodiphenyltrichloroethane (DDT) Flonicamid
- Hexythiazox
- Permethrin
- Pyrethrum

Unfortunately, Abamectin and Pyrethrum are common ingredients used in over-the-counter pesticides for the treatment of spider mites and thrips. These chemicals are found in common Medical Marijuana pesticides as well, heightening the need for pesticide testing to become routine among all production facilities.

2.9 Quarantine Procedure

Upon notice or indication of any issue with the safety of Great River Grower LLC's plants or products, such plants or products in question will be immediately analyzed, assessed and treated. If necessary to prevent the spread of mold, disease, or other contaminants, affected plants or products will be moved to the quarantine area for further investigation and/or destruction and disposal. The production facility's approach to questionable plants or products will be proactive, not reactive- in other words, staff will be trained to err on the side of safety when determining what steps to take for proper remediation.

3.0 PRODUCTION FACILITY PROTOCOL TO LIMIT EXPOSURE TO UNSAFE CHEMICALS AND OTHER UNSAFE CONDITIONS

Production facility managers are ultimately responsible for the safety of the employees under their immediate direction. The General Manager will ensure that all managers and staff are properly trained to limit exposure to unsafe chemicals and other unsafe conditions.

Great River Growers LLC will train all employees during orientation training then periodically distribute additional updated safety training materials. It is the responsibility of all managers to read and understand this material so that they can answer any question staff

may have. When indicated, managers are also responsible to train their employees one-on-one on safety matters.

The production facility in general will be OSHA compliant for job site safety and product production. Furthermore, the General Manager will maintain Material Safety Data Sheets ("MSDS") for all relevant products, equipment, and materials within the production facility, which will be made available upon request.

3.1 Injury & Illness Prevention Plan

Great River Growers LLC is committed to maintaining a safe and healthful working environment. To achieve this goal, the company has created and implemented an Injury and Illness Prevention Program. The company's goal in designing this program is to prevent injuries, illnesses and accidents in the workplace. The primary purpose of the program is to ensure the safety and health of the production facility's employees and provide a safe, healthful environment.

Company Housing Keeping Policy

Good housekeeping is an integral part of any effective safety program. Keeping work areas clean reduces the chance of accidents and injuries. Well-organized work areas also increase the ability of employees to perform their jobs efficiently. Each production facility employee is responsible for keeping their work area neat and orderly. Each area of the facility has a unique clean-up checklist that must be followed before the end of each shift. Employees are required to initial the tasks in which they personally participated and completed.

Injury & Illness Prevention Program Administration

The injury and illness prevention program is administered by the General Manager and department managers accordingly. The General Manager is responsible for the overall implementation and maintenance of the program, whereas each department manager is responsible for the implementation and maintenance within their department area. Manager duties include the following:

- Provide training materials to ensure that managers and employees are trained on workplace safety and are familiar with the safety and health hazards which employees may be exposed;
- Provide educational opportunities and training on company safety rules and policies;
- Provide materials for managers to thoroughly train employees both in a group and one-on-one;

- Provide the tools necessary to inspect, identify and evaluate workplace hazards on a continuing basis;
- Develop methods to prevent workplace hazards and share them with staff regularly; and
- Correcting workplace hazards in a timely and effective manner once notified of the same.

Hazard Assessment Control

In order to timely identify workplace hazards, Great River Growers LLC staff will be trained to spot facility issues, including unsafe conditions or other hazards, and immediately report them to the proper manager for remediation.

Once a facility hazard has been identified, the General Manager will arrange for the inspection and investigation of the issue. Appropriate staff members will be notified of the investigation so as to protect against potential injury before remediation completion. The General Manager will be responsible for documenting all unsafe conditions and other hazards and the corrective measures taken to address the issues.

All daily check lists required to be completed by staff will be updated at least twice a year to accurately reflect any new or on-going safety issues.

3.2 Organic Products

One of Great River Growers LLC's top priorities is to limit employee exposure to unsafe chemicals in the facility. As such, the company has researched organic cultivation methods with various agencies and professional organic cultivation facilities across the country. As a result, the company has compiled a list of products that will be used for cultivation that are relatively safer than other products available on the market. Although some products contain organic substances and are labeled "organic," they may contain other natural chemical compounds for use as preservatives. These are common in the food and cosmetic industry.

These organic additives include Ammonium Molybdate, Ammonium Nitrate, Calcium Chloride, Calcium Nitrate, Citric Acid, Cobalt Sulfate, Cu EDTA, Dextrose, Fe DPTA, Fe EDDHA, Magnesium Sulfate, Methylparaben, Mn EDTA, Monopotassium Sulfate (also known as Potassium Phosphate), Polyparaben, Potassium Carbonate, Potassium Nitrate, Potassium Sulfate (also known as Sulfate of Potash), Potassium Sorbate, Solubor, and Zn EDTA.

The concept behind using organic products during cultivation and production activities is to increase employee and product safety, both of which ultimately protect the end-user of our products, qualifying patients. Below is a list comprised of organic products used at the production facility which effectively limits employee and product exposure to unsafe chemicals.

Product Chart:

Category	Company	Product Name	Uses
Cleaning Supplies	Dr. Bronner's	Dr. Bronner's Eucalyptus Soap	Organic Cleaners
Cleaning Supplies	Dr. Bronner's	Dr. Bronner's Peppermint Soap	Organic Cleaners
Cleaning Supplies	Organic Compounds	Cleaning Chemical Compound General	Organic Cleaners
Cleaning Supplies	Organic Compounds	Industrial Cleaner	Organic Cleaners
Cleaning Supplies	Organic Compounds	Janitorial Compound General	Organic Cleaners
Cleaning Supplies	Seventh Generation	Disinfecting Bathroom Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Disinfecting Multi-Surface Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Disinfecting Wipes	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear All Purpose Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear Glass & Surface Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear: Automatic Dishwasher Gel	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear: Automatic Dishwasher Powder	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear: Automatic Dishwasher Rinse Agent	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear: Chlorine Free Bleach	Organic Cleaners
Cleaning Supplies	Seventh Generation	Free & Clear: Natural Dish Soap	Organic Cleaners

Cleaning Supplies	Seventh Generation	Hand Washing: Natural Dish Liquid	Organic Cleaners
Cleaning Supplies	Seventh Generation	Natural 4X Laundry Soap	Organic Cleaners
Cleaning Supplies	Seventh Generation	Shower Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Toilet Bowl Cleaner	Organic Cleaners
Cleaning Supplies	Seventh Generation	Tub & Tile Cleaner	Organic Cleaners
Cleaning Supplies	Various	Organic Vinegar	Organic Cleaners
Nutrients	Cutting Edge Solutions	Bloom	Organic Fertilizer
Nutrients	Cutting Edge Solutions	Grow	Organic Fertilizer
Nutrients	Cutting Edge Solutions	Map Amp	Organic Fertilizer
Nutrients	Cutting Edge Solutions	Micro	Organic Fertilizer
Nutrients	Cutting Edge Solutions	Plant Amp	Organic Fertilizer
Nutrients	Cutting Edge Solutions	Sugaree	Organic Flushing Agent
Nutrients	Cutting Edge Solutions	Uncle John's Blend	Organic Fertilizer
Nutrients	Dominion Organics	Benefox	Organic Fertilizer
Nutrients	Dominion Organics	Brix Blaster	Organic Fertilizer
Nutrients	Dominion Organics	Super B	Organic Fertilizer
Nutrients	Dominion Organics	Superganic	Organic Fertilizer

Nutrients	Guano Company	Budswell	Organic Supplements (used in flowering)
Nutrients	Guano Company	Super Tea	Organic Supplements
Nutrients	Sanctuary Botanics	Bio Brew	Organic Fertilizer
Nutrients	Sanctuary Botanics	Bio Fert	Organic Fertilizer
Nutrients	Sanctuary Botanics	Bio Plex	Organic Fertilizer
Nutrients	Sanctuary Botanics	Krebalicious	Organic Fertilizer
Nutrients	Sanctuary Botanics	Sanctuary Beneficial Insectary Mix	Organic Fertilizer
Nutrients	Sanctuary Botanics	Sanctuary Growers Mix	Organic Fertilizer
Nutrients	Sanctuary Botanics	Sanctuary Ultra Garden Mix	Organic Fertilizer
Nutrients	Sanctuary Botanics	Sanctuary Ultra Premium Worm Castings	Organic Fertilizer
Nutrients	Various	Blood Meal	Organic Supplements
Nutrients	Various	Bone Meal	Organic Supplements
Nutrients	Various	Fish Emulsion	Organic Supplements
Nutrients	Various	Kelp Meal	Organic Supplements
Nutrients	Various	Liquid & Solid worm castings	Organic Supplements
Other	EarthJuice	Natural pH Down	Used to regulate pH levels in water
Other	EarthJuice	Natural pH Up	Used to regulate pH levels in water

Other	Various	Apple Cider Vinegar	Used to keep pH levels down in water, and as a cleaning agent
Pesticides/Fungicides	AG Organics	Garden Spray Spinosad	Pesticide for Thrips and Spider Mites
Pesticides/Fungicides	AG Organics	Neem Concentrate	Insecticide, Fungicide, Miticide
Pesticides/Fungicides	AG Organics	Orange Guard RTU 32 Oz	A steam-distilled byproduct of citrus peels uses a wax coating to suffocate insects.
Pesticides/Fungicides	Dr. Earth	Vegetable Garden Insect Killer	Controls aphids, whiteflies, mites, caterpillars, earwigs, sow bugs, beetles, scale, spiders, ants, leafhoppers, and more.
Pesticides/Fungicides	Monterey	Biomite	Spider Mites
Pesticides/Fungicides	Monterey	Neem Oil	Insecticide, Fungicide, Miticide
Pesticides/Fungicides	Monterey	Spinosad Garden Insect Spray	OMRI-listed for use in organic production. Controls leaf miners, bagworms, thrips, whiteflies, fruit flies, and more.
Pesticides/Fungicides	Mycotech	Cinnamite	Cinnamite is labeled for use against mites and aphids, as well as powdery mildew.
Pesticides/Fungicides	Natural Forces	Bugitol	Insecticide, Miticide, Molluscicide, and Fungicide
Pesticides/Fungicides	Natural Forces	Pest Out	Pest Out is a natural organic miticide and insecticide that provides good control of pests, such as mites, thrips, and aphids.
Pesticides/Fungicides	Natural Forces	SucraShield	Organic insecticide for foliar sprays

Pesticides/Fungicides	Safer	Safer 3 in 1	OMRI listed and compliant for use in organic gardening, this multi-insect control formula kills aphids, beetles, caterpillars, mealy bugs, thrips, whiteflies, mites, insects, fungus lace bugs, and leafhoppers.
Pesticides/Fungicides	Safer	Safer Killing Soap and Fungicide	Controls and prevents powdery mildew, black spot, leaf spot, and rust while killing a wide variety of plant insects.
Pesticides/Fungicides	Safer	Safer Soap	An insecticide soap used inside or outside. Kills aphids, mealy bugs, whiteflies, and mites.
Pesticides/Fungicides	Safer	Safer White Fly Traps	Controls aphids, thrips, whiteflies, leaf miners, gnats, and fruit flies.
Pesticides/Fungicides	Valtec Industries	2.5% Prometon Herbicide Super Concentrate	Not for cultivation but to control growth of weeds around building
Pesticides/Fungicides	Valtec Industries	Extinct Concentrated Permethrin Insecticide	Controls ants, aphids, beetles, black flies, caterpillars, chinch bugs, cicadas, gnats, mealy bugs, earwigs, spider mites.
Pesticides/Fungicides	Various Providers	Sticky Aphid Whitefly Trap	Nontoxic and will also catch gnats

3.3 Handling of Chemicals

All Great River Growers LLC employees that will handle chemicals, either in the cultivation of plants or in manufacturing and production of products, will be thoroughly trained by experienced managers in the proper handling of any chemical used in the process. Topics will include proper equipment usage and maintenance, proper use of protective gear, effective use of the facility ventilation system, and the proper procedures to take in case of an emergency. All staff, no matter their responsibilities within the facility, will be trained during orientation training on the location of all fire extinguisher on the premises and emergency procedures in case of a chemical-related injury.

All production facility employees working with plants or products are required to wear latex or vinyl gloves at all times while handling plants or product, particularly when using any form of chemical, whether organic or not. Great River Growers LLC has a strict rule against bare skin touching plants or products at any time. Employees will also be trained not to touch chemicals with their bare skin and to use all equipment in connection with such chemicals properly to prevent any hazardous or unsafe conditions.

With regards to extraction procedures, Great River Growers LLC will not use any harsh chemicals, particularly butane, or any other potentially dangerous product which could be harmful to production facility employees or patients. Instead, the facility will use a supercritical CO_2 extraction method or a glycerin extraction depending on the nature of the final product manufactured. Both methods are significantly safer to work with, produce healthier products/extracts, and yield relatively high extraction rates.

3.4 Reporting Unsafe Conditions

Production facility employees are required to immediately report any unsafe condition or hazard discovered in the workplace to the General Manager or the Security Manager. No employee will be disciplined or terminated for reporting workplace hazards or unsafe conditions.

The General Manager will investigate all complaints received and ensure all hazardous conditions are corrected as quickly as possible.

GREAT RIVER
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Appendix N

Medical Marijuana Transportation Plan

In Re: RFA Section H Question 1

REQUEST FOR FREEDOM OF INFORMATION ACT EXEMPTION

The applicant respectfully requests that this information be classified as exempt from disclosure under the Connecticut Freedom of Information Act for one or more of the following reasons: (i) pursuant to C.G.S. Sec. 1-210(b)(2), this information constitutes personnel or medical files and/or similar files the disclosure of which would constitute an invasion of personal privacy; (ii) pursuant to C.G.S. Sec. 1-210 (b) (5)(A), this information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and are the subject of reasonable efforts to maintain secrecy; (iii) pursuant to C.G.S. Sec. 1-210 (b) (5)(B), this information constitutes commercial or financial information given in confidence and is not required by statute; (iv) pursuant to C.G.S. Sec. 1-210 (b) (8), this information constitutes a statement of personal worth or personal financial data required by the Department of Consumer Protection for this application to establish the applicant's personal qualification for the license applied for; (v) pursuant to C.G.S. Sec. 1-210 (b) (10), this information constitutes a record, tax return, report, or statement exempted by federal law or state statute or is a communication privileged by the attorney-client relationship.

Please contact the applicant for any questions or comments regarding this request for exemption.

MEDICAL MARIJUANA TRANSPORTATION PLAN

1.0 MEDICAL MARIJUANA TRANSPORTATION PLAN OVERVIEW

Great River Growers LLC will take every precaution to ensure the safe and secure transportation and delivery of Medical Marijuana products to the registered dispensary facilities. Company protocols, identified below, have been established to avoid any diversion, theft or loss of Medical Marijuana during the transportation and delivery process. Great River Growers LLC will update its transportation and delivery protocol from time to time as it becomes necessary due to unforeseen business circumstances or changes to relevant Connecticut law.

Great River Growers LLC has a strict policy against the possession and/or use of firearms. As such, no production facility employees will be permitted to carry firearms either on site at the production facility or in the delivery vehicle during transportation. There are no exceptions to this rule.

2.0 REGISTERED DISPENSARY FACILITY RELATIONSHIPS

Great River Growers LLC's General Manager and Manufacturing & Inventory Manager will conduct an in-person meeting with a representative from the registered dispensary facility prior to selling and transporting medicine. This policy will help Great River Growers LLC staff to build one-on-one relationships with the registered dispensary facilities in order to ensure understanding of their unique and customized needs.

The in-person meeting also serves a security purpose in that personnel from both companies have an opportunity to evaluate the level of security under which each is operating.

3.0 STAGING PROCEDURES

Company policies regarding staging (i.e. loading the delivery vehicle before transportation) are as follows:

- Loading of Medical Marijuana products into the delivery vehicle will only take place in the staging area of the production facility and only in the presence of a security staff member and either the General Manager or the Manufacturing & Inventory Manager.
- All actions and activities from the initial handling of the inventory in the vault room to the final placement of the dispensary facility orders in the delivery vehicle will be conducted within the view of the surveillance system and will be recorded for future reference in case of any issues.
- Each dispensary facility purchasing an order from the production facility will have a dedicated container/lockbox used to transport its order. Orders for distinct dispensary facilities will never be

commingled within the same container/lockbox. This procedure will reduce delivery errors.

- Each dedicated container/lockbox will only have two sets of keys in existence- one possessed by Great River Growers LLC and one possessed by the dispensary facility manager at each of the company's dispensary facility clients. Dispensary facility managers will be required to sign an agreement prohibiting the reproduction of the container/lockbox key so that duplicates are not made available to unauthorized personnel. This procedure (1) ensures that orders are not tampered with during transportation, (2) nullifies the risk that an order is delivered to the wrong dispensary facility, (3) decreases the risk that an unauthorized person has access to the order, and (4) increases the difficulty for diversion, theft or loss of products.

4.0 GREAT RIVER GROWERS LLC TRANSPORTATION POLICIES

Company policies regarding transporting medicine are as follows:

- Times for delivery are not set up on a weekly timed schedule. For security reasons, the days of the week and times are changed regularly to thwart any possibility of robbery.
- Deliveries of product are not announced on any company calendar, nor are they put into any online calendar for view by the general public.
- The General Manager or Manufacturing & Inventory Manager will complete a shipping manifest using a form prescribed by the Commissioner of the Department of Consumer Department prior to transportation.
- Delivery staff will securely transmit a copy of the shipping manifest to the dispensary facility that will receive the products at least 24 hours prior to transport.
- The General Manager or Manufacturing & Inventory Manager will securely transmit a copy of the shipping manifest to the Department of Consumer Protection at least 24 hours prior to transport.
- Great River Growers LLC will maintain all shipping manifests and will make them available in accordance with section 21a-408-70 of the Regulations.
- The delivery team will always consist of at least two unarmed employees so that at least one delivery team member will remain with the delivery vehicle at all times that such vehicle contains Medical Marijuana.

- Delivery staff will possess a Department of Consumer Protection-issued identification card at all times when transporting or delivering Medical Marijuana and will produce such card to the Commissioner of the Department of Consumer Protection, the Commissioner's authorized representative or law enforcement officials upon request.
- Delivery staff will ensure all products will only be transported in a locked, safe and secure closed-compartment storage trunk that is part of the delivery vehicle and not visible from outside of the delivery vehicle.
- Delivery staff will only travel directly from the production facility to the dispensary facility that will receive the products and will not make any stops in between, except to other dispensary facilities that will receive its own order.
- Delivery staff will use cell phones or another secure form of communication with employees at the production facility at all times the delivery vehicle contains Medical Marijuana.
- Staffing at the delivery facility that will receive the products must be adequate and security must be in place during delivery in order to ensure the safety of all parties.
- All receiving of deliveries must take place within a secure locked area of the dispensary facility to ensure safety for Great River Growers LLC employees.
- Unpacking of all deliveries must take place in a secure locked area of the dispensary facility; there is no unpacking in view of the general public, patients or primary caregivers.

5.0 DELIVERY PROCESS

A delivery staff member will notify the registered dispensary facility via telephone that the delivery team is approximately five minutes from arrival. This will allow the dispensary facility to alert its security team of the pending delivery. Upon arrival in the dispensary facility parking lot, the delivery team will request identification of the dispensary facility personnel prior to removing the products from the locked, secure closed-compartment storage trunk of the delivery vehicle.

After identification and verification of dispensary facility employees, the delivery team will remove the products from the delivery vehicle and transport the products into a secured and locked area of the dispensary facility where the delivery will be reviewed and sold to the dispensary facility. The delivery team will issue an invoice (and any additional product information) that details the order in accordance with the Act and Regulations.

Once the delivery is complete, the delivery team will either immediately return to the production facility or will continue with any other planned deliveries to other dispensary facilities in accordance with the Great River Growers LLC delivery policy described above.

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Appendix 0

Employee Working Environment Plan

In Re: RFA Section I Question 1

EMPLOYEE WORKING ENVIRONMENT PLAN

1.0 EMPLOYEE WORKING ENVIRONMENT PLAN OVERVIEW

Great River Growers LLC is an equal opportunity employer who will provide a safe, healthy and economically beneficial working environment for all production facility employees. The company has formulated and plans to implement workplace safety and environmental standards, codes of conduct, healthcare benefits, educational benefits, retirement benefits, and fair wage standards.

2.0 WORKPLACE SAFETY AND ENVIRONMENTAL STANDARDS

Great River Growers LLC is committed to maintaining a safe and healthful working environment. To achieve this goal, the company has created and implemented an Injury and Illness Prevention Program. The company's goal in designing this program is to prevent injuries, illnesses and accidents in the workplace. The primary purpose of the program is to ensure the safety and health of the production facility's employees and provide a safe, healthful environment.

Company Housing Keeping Policy

Good housekeeping is an integral part of any effective safety program. Keeping work areas clean reduces the chance of accidents and injuries. Well-organized work areas also increase the ability of employees to perform their jobs efficiently. Each production facility employee is responsible for keeping their work area neat and orderly. Each area of the facility has a unique clean-up checklist that must be followed before the end of each shift. Employees are required to initial the tasks in which they personally participated and completed.

Injury & Illness Prevention Program Administration

The injury and illness prevention program is administered by the General Manager and department managers accordingly. The General Manager is responsible for the overall implementation and maintenance of the program, whereas each department manager is responsible for the implementation and maintenance within their department area. Manager duties include the following:

- Provide training materials to ensure that managers and employees are trained on workplace safety and are familiar with the safety and health hazards which employees may be exposed;
- Provide educational opportunities and training on company safety rules and policies;
- Provide materials for managers to thoroughly train employees both in a group and one-on-one;

- Provide the tools necessary to inspect, identify and evaluate workplace hazards on a continuing basis;
- Develop methods to prevent workplace hazards and share them with staff regularly; and
- Correcting workplace hazards in a timely and effective manner once notified of the same.

Hazard Assessment Control

In order to timely identify workplace hazards, Great River Growers LLC staff will be trained to spot facility issues, including unsafe conditions or other hazards, and immediately report them to the proper manager for remediation.

Once a facility hazard has been identified, the General Manager will arrange for the inspection and investigation of the issue. Appropriate staff members will be notified of the investigation so as to protect against potential injury before remediation completion. The General Manager will be responsible for documenting all unsafe conditions and other hazards and the corrective measures taken to address these issues.

All daily check lists required to be completed by staff will be updated at least twice a year to accurately reflect any new or on-going safety issues.

Quarantine Procedure

Upon notice or indication of any issue with the safety of Great River Grower LLC's plants or products, such plants or products in question will be immediately analyzed, assessed and treated. If necessary to prevent the spread of mold, disease, or other contaminants, affected plants or products will be moved to the quarantine area for further investigation and/or destruction and disposal. The production facility's approach to questionable plants or products will be proactive, never reactive. Staff will be trained to always put safety first when determining what steps to take for proper remediation.

For more information on workplace safety and environmental standards, see the Product and Site Safety Plan in Appendix M.

3.0 CODE OF CONDUCT

Great River Growers LLC's Code of Conduct is contained within the Employee Handbook issued to every production facility employee during orientation training. The handbook is a guide to expected employee behavior, including the staff's relationship with the company. Topics include the following:

- Section 1: The Way We Work
- Section 2: Your Pay and Progress
- Section 3: Time Away from Work and Other Benefits
- Section 4: On the Job (covers various aspects of conduct policy and procedures)
- Section 5: Safety in the Workplace (includes OSHA training where applicable)

The company's Code of Conduct focuses collaboration, caring, integrity, accountability and compliance. Specifically, the following points are highlighted:

- Employees are members of the same team and must partner with each other to achieve the goals of the organization;
- Employees must treat each other and our customers with respect and compassion so that they feel valued and appreciated;
- As a company, Great River Growers LLC must deliver on our promises and operate with professionalism and integrity;
- Employees must take personal ownership over their actions;
- Employees must act within the spirit of all Connecticut laws, rules, regulations and guidelines and within the spirit of all company policies and procedures.

4.0 COMPENSATION PROGRAM

Great River Growers LLC knows its production facility employees are the backbone of the organization and play an important role in the company's ability to achieve its strategic goals. As such, the company will provide appropriate incentives for employees with competitive wages, merit based increases, and benefits programs. We believe strongly in treating our employees well by looking out for their health, safety and well-being through our attractive compensation program. All starting salaries are expected to meet or exceed market averages for comparable roles.

We view team member base compensation as the basis for each team member's career with the company. Our decision to generally pay above market for personnel is based on our interest in hiring the most competitive candidates and retaining quality personnel over many years. Although not considered direct compensation, we invest approximately 100% of the annual salary for each incoming employee in registration fees and training to ensure their preparedness and satisfaction prior to their beginning work. Our continuing education programs add to the investment made in each employee that we believe will yield higher levels of team member satisfaction, work quality and attention to detail.

Merit Based Increases

Employees have the opportunity to increase their wages based on overall job performance, particularly when they meet and exceed goals on a regular basis. Such increases will be at the discretion of management, but will be determined by how the employee performs in key indicators such as quality, efficiency, attitude, helpfulness, and willingness to take on more responsibilities.

Merit based raises also include year-end bonuses and discretionary bonuses that occur when a team member makes a particularly unique contribution. These could be payments or other gifts (dinners, travel vouchers, extra vacation days, etc.) based on workplace performance or good citizenship that reflects well upon the company and our team.

Year-end bonuses can take the form of either cash or equity in the company based on tenure and contribution.

Benefits Programs

Great River Growers LLC intends to offer several benefit programs to dispensary facility employees, including but not limited to, paid time off, tuition reimbursement (high school equivalency, trade school, college and graduate level programs), life insurance, and retirement planning (including bonus plans, equity ownership plans and eventually, a 401K plan). Additionally, Great River Growers LLC is dedicated to providing the best comprehensive health insurance to its employees. Like we have done with our affiliates, we will provide all qualified employees a complete health insurance package, at no out-of-pocket cost, which includes medical, dental, and vision for themselves and all of their dependents.

The paid time off program allows employees to balance work and personal time by providing a specified number of paid days each year to use for scheduled or emergency unscheduled absences from work. Such paid time off will not be affected by company-observed holidays and provides flexibility in scheduling time off from work for reasons such as personal vacations, holidays, doctor appointments, and so on. Employees who work at least 24 hours a week will earn paid time off after 90 days of employment. Temporary employees are not eligible for such benefits.

The enhanced vaccination program offers employees free influenza vaccinations each year. This program in addition to other health benefits, is a win-win for Great River Growers LLC as employees are given this complimentary service benefiting their health while the company effectively reduces the number of sick days taken by staff.

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Appendix P

Compassionate Need Plan

In Re: RFA Section 1 Question 2

COMPASSIONATE NEED PLAN

1.0 COMPASSIONATE NEED PLAN OVERVIEW

At Great River Growers LLC, the ability of patients who use our products to have increased access to the medicine they require to alleviate the symptoms of their respective illnesses or conditions is our principal responsibility as a production facility. To that end, we have implemented plans to provide for subsidized access to our products through established discounts to our dispensary facility partners that are to be passed on to senior citizens, military veterans, the terminally ill and those in financial need.

2.0 RECOMMENDED COMPASSIONATE NEED PROGRAMS FOR DISPENSARY FACILITY PARTNERS

Great River Growers LLC will work within the compassionate need program frameworks set forth by the State's licensed dispensary facilities who partner with our organization. The company plans to provide reduced rates on various products in line with the spirit of our compassionate need plan so that such discounts may be passed on to the appropriate patients of the dispensary facilities.

Below is a chart summarizing Great River Growers LLC's recommended compassionate need programs for the company's dispensary facility partners:

Program	How to qualify
Senior Discount. A 10% discount on purchases by senior citizens (65+)	Valid State issued ID.
Military Veteran Discount. A 10% discount on purchases.	Valid military ID.
Terminally Ill Discount. A 10% discount on purchases. In some cases, complimentary products.	Signed note from doctor.
Low Income Discount. A 10-20% discount on purchases dependent on extent of need.	Medicaid Card, SSI letter. Other proof of low income status
Care beyond Discount. Discretionary discount on a case by case basis.	Team member discretion

3.0 CARE BEYOND DISCOUNTS

Great River Growers believes that its compassionate need program dispensary facility partners should empower their team members to deliver products, whether produced by our facility or that of a competitor, and services to all qualifying patients

regardless of each patient's ability to pay so that no one in need is ever turned away. Each dispensary facility employees should, on a case-by-case basis and with management authorization, offer products or services at a reduced rate or free to qualifying patients- Great River Growers LLC would be happy to subsidize such care beyond discounts, within preset parameters to be determined with each dispensary facility partner at the onset of business relations.

We believe care beyond discounts is a responsibility that comes hand-in-hand with the right to produce medicine for qualifying patients in accordance with the Connecticut Medical Marijuana program. In the long-term our character will speak for itself and patients using our products and feel happier and healthier.

4.0 CRITERIA FOR FINANCIAL ASSISTANCE

Great River Growers LLC will encourage its dispensary facility partners to use the following criteria to determine patient eligibility for low income discounts or eligibility for increased discretionary discounts:

- Possess a valid and current Connecticut-issued qualifying patient registration card
- Be an existing registered patient with the dispensary facility partner
- Be a minimum of 18 years of age
- Use all external subsidized funding sources first, which include but are not limited to:
  - Group or individual plans and health insurance
  - Medicare or Medicaid programs
  - Other Federal, State, or military programs
  - Worker's compensation programs
  - Health Reimbursement Accounts (HRAs)
  - Grant or other funds for which the patient may be eligible

Great River Growers LLC will encourage dispensary facility partners to require a patient to provide written proof that such patient is not eligible for external subsidized funding sources or has exhausted all external subsidized funding sources identified in the above list before providing assistance through the compassionate need program. Decisions must be made without regard to age, race, sex, creed, ethnicity, religion or any other protected class. A letter should be sent to the patient within 7 days of applying notifying the patient whether they have been approved or denied. The letter should define the time period for which the assistance will qualify. If the patient is denied, the letter should inform them as to the reason why and should contain information about appealing the

decision to the dispensary facility. Patients should be given 30 days from receipt of a denial letter to appeal and provide any additional information.

5.0 PROGRAM PARTNERSHIPS

Great River Growers LLC intends to partner with any number of willing organizations, including but not limited to the licensed Connecticut dispensary facilities. The company has already received a commitment from Constitution Care LLC, an affiliated dispensary facility license applicant, to provide discounted products to help offset the cost of medicine and services to its patients.

The organization's goal is provide increased access to the State's qualifying patients. As such, we will consider any strategic compassionate need program partners, including non-affiliated licensed dispensary facilities, whose partnerships will add value to our own compassionate need program. Upon the successful award of a producer license, Great River Growers LLC will proactively seek to establish reliable and passionate program partners.

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Appendix Q

Research Plan

In Re: RFA Section 1 Question 3

RESEARCH PLAN

1.0 RESEARCH PLAN OVERVIEW

Great River Growers LLC's research plan is a detailed proposal to conduct and facilitate scientific studies related to the use of Medical Marijuana. The company has partnered with the University of Connecticut-School of Pharmacy to create and implement a comprehensive research proposal, which will not only use data obtained from Great River Growers LLC's Connecticut production facility operations, but also that of its affiliates in other Medical Marijuana states. Please note, that Great River Growers LLC's affiliated dispensary facility applicant, Constitution Care LLC, is also an important partner in the proposed research study.

Additionally, the Connecticut Pharmacists Association ("CPA") will partner with Great River Growers LLC in conducting a Research Monitoring Program related to the use of Medical Marijuana. The CPA intends to collaborate with the Canadian Consortium for the Investigation of Cannabinoids ("CCIC") to conduct this proposed research study.

Included in the following pages is (1) a letter from the University of Connecticut-School of Pharmacy, (2) a description of the Research Plan proposed by Great River Growers LLC in collaboration with the University of Connecticut-School of Pharmacy, and (3) a letter from the CPA describing the Research Plan proposed by the CPA and CCIC in which Great River Growers LLC will participate.

CPA CONNECTICUT PHARMACISTS ASSOCIATION

November 15, 2013

To Whom It May Concern:

The purpose of this letter is to inform the State of Connecticut Department of Consumer Protection(DCP) that the **Connecticut Pharmacists Association (CPA),** a 501(c)6 professional organization representing pharmacists in the State of Connecticut since 1876, will be conducting a Research Monitoring Program in the State of Connecticut related to the medicinal use of cannabis.

It is the intent of the CPA to partner with the **Canadian Consortium for the Investigation of Cannabinoids (CCIC)** in order to conduct this proposed research monitoring program with the marijuana growers and dispensaries that receive licenses from the State of Connecticut. CCIC is a federally registered Canadian nonprofit organization of basic and clinical researchers and health care professionals established to promote evidence-based research and education concerning the endocannabinoid system and therapeutic applications of endocannabinoid and cannabinoid agents.

Please note that Great River Growers, LLC, the subject of this application, has committed to the CPA that it will financially support this Research Plan and study initiative if their company is selected by the State of Connecticut to grow and produce medical cannabis.

The Research Plan will be designed independently by CPA and CCIC after soliciting input from, and working with, the DCP, growers, dispensaries and other stakeholders.

The objectives will be to quantify the doses and modes of the cannabis administration and to explore the associations between cannabis products and patient phenotypes. At this time, it is not known how long a study such as this will take to complete.

In general, the overall goal will be to systematically collect long-term data on the safety and efficacy of herbal cannabis used for medical purposes. What makes this study unique is that with this ***international collaboration***, data collection from each country can be compared and studied to provide a very in-depth analysis and outcomes summary.

It is our estimation that the results and data gleaned from the study will be used to inform policy-makers and regulatory agencies about safety aspects of medical cannabis; clinicians will be better informed about best practice guidelines and safety issues, and the medical cannabis producers will receive beneficial information about the efficacy of their products in real world situations. Most importantly, due to how the

Connecticut regulations are written, the pharmacists, who are an integral piece to both the data collection and dispensing activities, will have a comprehensive and data driven approach when educating patients about their medical use of cannabis.

The CPA has a strong and positive history of working with state agencies, universities and the pharmacists we represent in programs that involve both pharmacists and patient outcomes. It is due to this synergy and focus that the CPA feels that it is well-positioned to be the critical component to ensure that the Research Plan reflects the highest quality evidence-based “best practices” and continuing education for all those involved in this, emerging sector of patient care in Connecticut.

Sincerely,

Margherita R. Giuliano, RPh
Executive Vice President
Connecticut Pharmacists Association

Mark A. Ware MD MSc
Executive Director
Canadian Consortium of the Investigation of Cannabinoids

UCONN
UNIVERSITY OF CONNECTICUT

November 1, 2013

Application Review Committee
c/o: William M. Rubenstein, Commissioner
Department of Consumer Protection
165 Capitol Avenue
Hartford, Connecticut 06106-1630

To The Application Review Committee:

The Health Outcomes, Policy and Economics (HOPE) Collaborative Group is a multifaceted group interested in outcomes research. Over the past decade, we have worked with federal and state governmental agencies, insurers, foundations and industry partners to answer important healthcare-related questions utilizing patient registries/observational studies, randomized controlled trials, systematic reviews/meta-analyses and economic modeling. HOPE Collaborative Group members have published over 300 peer-reviewed manuscripts in highly-respected journals *including JAMA, Annals of Internal Medicine, Lancet, American Journal of Medicine and Circulation.*

Connecticut is now the 16th state to approve legislation regarding the production and distribution of medical marijuana for palliative uses. The passed legislation calls for the Connecticut Department of Consumer Protection (DCP) to oversee a two-tier system; of producers which will be responsible for the growth and manufacture of medical marijuana into various dosage forms, and dispensary facilities which will dispense the products made by producers to the public. As you know, **State regulations also call for detailed data collection and an assessment plan to demonstrate medical marijuana is used in an appropriate, transparent and scientifically-guided manner.**

We support the application submitted by Constitution Care, LLC, and Great River Growers, LLC and commit to developing and pilot testing (as described below) a patient registry (dubbed IMPACT or "Improvements in Patient Ability due to Cannabis Therapy") in exclusive partnership with Constitution Care and Great River Growers and their team to scientifically assess the effectiveness and safety of medical marijuana through the collection of patient-reported outcomes (PROMs) data in addition to data that must be collected per State regulations. All such data will be collected in a manner which protects the confidential information of individual patients as required by both the State regulations and HIPAA. A certificate of confidentiality will be sought, which if granted would prevent the Federal government from using study related data for prosecution now or in the future. This is commonly given to University of Connecticut investigators studying at risk populations. Comprehensive measures have been extensively addressed and will be implemented upon licensure to maintain strict compliance with the confidentiality requirements of the law.

Although the application submitted is CT state-specific the IMPACT registry will be implemented in Constitution Care-affiliated dispensaries in other states (including Arizona, Washington, D.C. and potentially Massachusetts) to enhance the results and offer the broadest assessment available for the benefit of the State of Connecticut and its patient population.

Please do not hesitate to contact me with any questions concerning this letter of support. Thanks you in advance for your consideration.

Craig I. Coleman, PharmD, FASHP
Professor, University of Connecticut School of Pharmacy
Co-Director and Methods-Chief, HOPE Collaborative Group
Office: 860-545-2096
Email: craig.coleman@uconn.edu

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Designing and Pilot Testing a Patient Registry (Improvements in Patient Ability due to Cannabis Therapy-IMPACT) to Scientifically Assess the Effectiveness and Safety of Medical Marijuana

There is a robust and longstanding methodology for the collection and evaluation of PROM data with medical institutional board review (IRB) oversight; and the implementation of the IMPACT registry will comply fully with those precepts. The proposal below describes our recommended steps for designing and pilot testing the IMPACT registry. It first describes our methodology for determining the optimal PROMs for collection by the registry questionnaire, and then the pilot implementation of the registry for a select number of approved medical marijuana indications.

1. Designing the Registry Content

1.1. Objectives

- Prepare the IMPACT question modules (modules will include shared questions for all disease states and disease-state specific questions and PROMs)
- Identify potential validated generic and disease-specific PROMs for the key disease states for medical marijuana treatment
- Review the psychometric properties (reliability, validity and responsiveness) of the identified validated PROMs
- Implement one disease-specific PROM for use in each of the key disease states
- Implement one generic measure that could be used for utility assessment across all key disease states (there may actually be additional modules for other states than CT)
- Field test the mode of administration and timing for collection of selected PROMs

1.2. Methods

- Perform a comprehensive and systematic review of the medical literature to identify previously conducted medical marijuana research to gain a better understanding of the types of PROMs utilized, any methodological difficulties in collecting data or administering PROMs in these patient groups, and general strengths and limitations of the study/registry designs
- Perform a systematic review to identify recent (in the past 2-years) clinical trials of interventions in select (key) disease states for which medical marijuana is indicated to identify contemporary PROMs that could potentially be used to assess effectiveness and safety in a prospective patient registry.
- Search Medline, Embase, Cochrane Library and CINAHL, check the reference lists of selected articles and consult experts in each of the key disease states
- Determine article inclusion
    - Must report on the use of a PROM in English in adults in a culturally relevant setting (i.e., the study of a measure outside of Europe of North America would not be appropriate for use in a US setting)
    - Applied in a relevant disease state and indication (ie, spasticity in multiple sclerosis, not urinary dysfunction)
- Extract data
    - Measures used, population assessed, mode of administration and timing will be extracted from included articles using a standard form

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- Appraise each PROM using explicit criteria, including frequency of use and gold standard psychometric methods (done independently by two reviewers).
- Assess three operational criteria (acceptability, interpretability and feasibility/burden).
- Invite clinicians experienced in treating each of the key disease states to comment to ensure clinical credibility

The final decision about which measures to implement in the IMPACT registry in each area will be informed by the systematic review and operational evidence (patient views) and clinicians' views.

2. **Pilot Testing the Registry**

   Raw patient data with be provided by Constitution Care and augmented by survey data collected directly from patients in affiliated dispensaries. Great River Growers will provide raw product data. The HOPE group at the University of Connecticut will crosslink and maintain all data (in a manner which protects the confidential information of individual patients as required by both the State regulations and HIPAA) and be responsible for pilot project data analysis. Data to be supplied by either Constitution Care or Great River Growers and included in IMPACT registry will include (as required by State regulations):

   - **From Great River Growers:**
     - The name and address of the producer
     - 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
     - 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
     - The date of final testing and packaging
     - The expiration date
     - The quantity of marijuana contained therein
     - A terpenes profile and a list of all active ingredients, including: tetrahydrocannabinol (THC) tetrahydrocannabinol acid (THCA), cannabidiol (CBD), cannabidiolic acid (CBDA), any other active ingredient that constitute at least 1% of the marijuana batch used in the product
     - A pass or fail rating based on the laboratory's microbiological, mycotoxins, heavy metals and chemical residue analysis
     - Other information necessary to comply with state of Connecticut labeling requirements for similar products not containing marijuana
   - **From Constitution Care:**
     - Drug Enforcement Administration Pharmacy number
     - The serial number of assigned to each marijuana product dispensed to a patient, as assigned by the dispensary facility
     - Patient Birth date
     - Patient Sex code
     - New or refill code
     - Quantity

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- Days supply
- Drug Enforcement Administration Prescriber identification number
- Date order written, which shall be the date the written certification was issued
- Number of refills authorized
- Order origin code, which shall be provided by the department
- Patient last name
- Patient first name
- Patient street address
- State
- Drug name, which shall be the brand name of the marijuana product
- The date of dispensing the marijuana
- The quantity of marijuana dispensed
- The name and registration certificate number of the qualifying patient and, where applicable, the primary caregiver
- The name of the certifying physician
- Such directions for use as may be included in the physician's written certification or otherwise provided by the physician
- Name of the dispensary
- Name and address of the dispensary facility
- Any cautionary statement as may be required by Connecticut state statute or regulation

2.1. Objectives

- **Assess the feasibility of data collection methods:**
  - Provide the registry questionnaire to the patient to complete at the time of first and second refill, and then every 6 months (the pilot would only include the first refill)
  - Determine the proportion of ineligible patients (such as those who cannot complete a written questionnaire in English)
  - Determine the proportion of eligible patients who are not invited before initiation of medical marijuana to participate by data collection coordinators who are dispensary facility employees (completion of enrollment survey)
  - Determine the proportion of patients who decline to participate when invited
  - Determine the proportion of patients who do not respond to a follow-up questionnaire at the time of refill prescription (completion of the update survey; primary endpoint)
- **Compare performance between disease states/indications:**
  - Explore differences in data quality and compliance among evaluated disease states
  - Adjust for pre-treatment patient characteristics
  - Explore measures of the uncertainty in the disease-specific estimates (e.g. confidence intervals)

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- **Methodological considerations:**
    - Provide estimates of the mean and standard deviation of the pre- and update PROMs
    - Produce definitions of 'minimally important differences' for each of the chosen measures
    - Compare the responsiveness of generic and disease-specific PROMs
    - Most of the analysis will use descriptive statistics
- **Intended use of study results (primary analysis to demonstrate medical marijuana is being used in an appropriate, transparent and scientifically-guided manner):**
    - Provide evidence of which products/brands work best for which qualifying conditions for Constitution Care/Great River Growers patient
    - Provide pertinent information to Great River Growers about which products to produce or how better to produce them for the benefits of patients

2.2. Methods

- Conduct multiple prospective cohort studies, each covering one of the selected/key disease states/medical marijuana indication (selected because of their higher frequency of medical marijuana prescribing)
- Recruit consecutive patients before filling their prescription through the administration of an enrollment survey by data collection coordinators who are dispensary facility employees (after getting informed consented for participation in the registry).
    - The survey will then collect demographic, socioeconomic, employment, insurance, disease history, co-morbidity and PROM data informed by part 1 of this project) directly from patients
- Provide a registry update questionnaire to the patient again at the second fill, and then every 6 months thereafter
- Target an enrollment of ~470 patients for the pilot project
    - Using response rate to the second survey as the primary endpoint; 377 patients needed to provide a response rate estimate with margin of error +/-4%; 470 needed if we assume a 25% drop-out rate.
    - Indefinite planned duration of IMPACT registry
- Conduct semi-structured interviews (either as individuals or in groups) with a randomly selected data collection coordinators who are dispensary employees to explore the efficiency of the data collection process, to discover any problems that had arisen, and for staff to suggest ways the process could be improved
- Conduct semi-structured interviews (either as individuals or in groups) with a randomly selected patients (at least one patient in each disease state group) to explore the efficiency of the data collection process, to discover any problems that had arisen, and for staff to suggest ways the process could be improved
- Conduct two focus groups to explore stakeholders' views of the best means of using existing data and expanding the registry out of the pilot stage.

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3. Importance of a Medical Marijuana Registry

Any and all data collected from the IMPACT registry will be used to address important clinical and policy research questions. This registry will be conducted as a clinical protocol with informed consent and IRB approval, and HIPAA compliance to protect all patient rights information and confidentiality. A certificate of confidentiality will be sought, which if granted would prevent the Federal government from using study related data for prosecution now or in the future. This is commonly given to University of Connecticut investigators conducting research in at risk populations. Analysis of data that is entered into the database will be used to evaluate:

- Hypothesis regarding clinical benefit of medical marijuana in the following indications:
  - Cancer, glaucoma, HIV/AIDS, Parkinson's disease, multiple sclerosis, damage to the nervous tissue of the spinal cord with objective neurological intractable spasticity, epilepsy, cachexia, wasting syndrome, Crohn's disease and post -traumatic stress disorder
- Descriptive statistics about subsets (demographics) within indications, gender, age, race, geography
- Post-hoc research questions from clinicians with interest in finding efficacious and safe alternative treatments for disease
- Post-hoc research question from national disease advocacy groups to ascertain information about their patient groups (i.e. the National Multiple Sclerosis Society has formally called for additional medical marijuana research to be conducted to support its use to treat many of the disease's common symptoms)

Any data analysis requested by clinicians or advocacy groups will need to be approved by the Scientific Advisory Board before it is agreed upon.

As an example of the latter, the National Multiple Sclerosis Society has formally called for additional medical marijuana research to be conducted to support its use to treat many of the disease's common symptoms including (but not limited to) unusual muscle tension or stiffness (spasticity) and uncontrolled movements (tremor). On the organizations website, they state:

"The question of whether marijuana (Cannabis sativa) should be used for symptom management in MS is a complex one. It is generally agreed that better therapies are needed for distressing symptoms — including pain, tremor, and spasticity — that may not be sufficiently relieved by available treatments. Development of more treatments for MS symptoms like this one and others is a priority for the Society in its 2011-2015 strategic response*. Yet there are serious uncertainties about the benefits of marijuana relative to its side effects. Conflicting results of previous research, coupled with the need for additional therapies to treat symptoms of MS, make it important that more research be done on the potential of marijuana and its derivatives."* ***–National Multiple Sclerosis Society 2013***

Partnering with such organizations will allow us to conduct studies from our registry that will help answer organizations' key efficacy and safety questions; hopefully allowing them to more comfortably endorse the use of medical marijuana. Moreover, analyses from the registry may aid in identifying the need for and designing more rigorous randomized trials to answer specific research questions (i.e., what is the effect of different strains of cannabis on HIV viral load and CD_4 cell count?)

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4. **Budget to Develop and Pilot Test the IMPACT Registry**
   - **Design:**
     - Assemble a research team and perform a systematic review of literature and compilation of PROMs questionnaires for the baseline situation, and the 4-5 key clinical diseases ($50,000)
     - Construct and maintain a database to collect and cross-link data provided by Constitution Care, Great River Growers and self-reported data from surveys (that will be electronically downloaded) ($40,000)
   - **Pilot Test:**
     - Load data collection electronic tablets with questionnaires and beta-test in a few patients/day at dispensaries; eventually expanded to all consecutive consenting patients ($100,000)
   - **Data Analysis:**
     - The original hypotheses used in the protocol will be analyzed at different time points after adequate data (pre-specified) has been acquired ($60,000)

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Appendix R

Community Benefits Plan

In Re: RFA Section 1 Question 4

COMMUNITY BENEFITS PLAN

1.0 GREAT RIVER GROWERS LLC PLEDGE AND COMMITMENT TO COMMUNITY BENEFITS

Great River Growers LLC is committed above all to our internal community of team members, patients, partners and regulators.

- We pledge to provide our team members with a sound operating platform that gives them the opportunity to earn good wages and benefits for in return for their partnership and trust.
  - The company will only succeed if our team members succeed. We will train and mentor you and give you the ability to develop and grow into new opportunities as they arise.
  - Everything is merit based – but regulators', patients' and healthcare providers' interests always come first.
- We pledge to be responsible corporate citizens, to contribute to and support our communities and to follow the regulations and rules without deviation to ensure the flawless execution of the program
- We pledge to abide by and support the regulators, politicians, communities and members of law enforcement who have trusted us with this very sensitive program
  - We will always offer transparency and raise our hands first if we see something has gone wrong.

By taking a broad approach to supporting our communities, we hope to eventually earn a role as part of the foundation that all stakeholders can rely upon

Great River Growers LLC believes strongly in giving back to the community as evidenced by the community benefits plans implemented by its various affiliates in other Medical Marijuana states. Our corporate policy is to donate up to 15% of after tax profit to various local charities to ensure we have a meaningful and positive impact on our community. In keeping with the spirit of community improvement, the company plans to implement a Connecticut-specific plan comprised of philanthropic support, sponsored research, community service and strategic partnerships/sponsorships.

2.0 PHILANTHROPIC SUPPORT

The following is a list of foundations and non-profits that Great River Growers LLC plans to support through philanthropic giving once licensed in Connecticut:

- Epilepsy Foundation of Connecticut
  - The Epilepsy Foundation of Connecticut is dedicated to improving the lives of people with epilepsy and their families. The organization is Connecticut's only affiliate of the national Epilepsy Foundation.
  - www.epilepsyct.com
- Lea's Foundation for Leukemia Research
  - Lea's Foundation for Leukemia Research, Inc. was formed in 1998 to honor the memory of Lea Michele Economos, who at the young age of 18 was diagnosed with leukemia, and subsequently lost her battle with the disease when she was only 28 years old.
  - Lea's Foundation raises money to fund research into the causes of and cures for leukemia and its related cancers (lymphoma, Hodgkin's lymphoma and multiple myeloma). All of the money raised by the Lea's Foundation stays in Connecticut, so all donations from Great River Growers LLC will remain local in nature.
  - Lea's Foundation also provides limited financial assistance to patients affected by leukemia and similar blood-related diseases. The Foundation further provides increased public awareness of these cancers through its participation and support of community health care programs.
  - http://leasfoundation.org/
- National MS Society- Connecticut Chapter
  - The Connecticut Chapter of the MS Society strives to provide knowledge and assistance to help people with Multiple Sclerosis and their families maintain the highest possible quality of life. As such, the goals of the National MS Society and Great River GrowersLLC are in line.
  - http://www.nationalmssociety.org/chapters/CTN/index.aspx

3.0 SPONSORED RESEARCH

- University of Connecticut School of Pharmacy
  - In partnership with the University of Connecticut School of Pharmacy/Hartford Hospital Evidence Based Practice Center and the Health Outcomes Policy and Economics ("HOPE") Collaborative Group, CC is sponsoring and participating in a proprietary research project that will iterate over the next several years beginning with the formation of the IMPACT (Improvements in Patient Ability due to Cannabis Therapy) patient registry. This will be the first such research project in the United States and provide the basis for leading clinical trials.
  - This research will be made available to the public and serve as one of the major reference points for medical providers and researchers alike, not only in the State of Connecticut but also nationwide.

- Connecticut Pharmacists Association
  - In partnership with the Connecticut Pharmacists Association in partnership with the Canadian Consortium for the investigation of Cannabinoids, CC is sponsoring and participating in ongoing, proprietary research project that will iterate over the next several years to research doses and modes of cannabis administration to measure and quantify outcomes.

- Great River Growers (with personnel and team members from Bedrocan NV) and in collaboration with Constitution Care LLC (or other dispensary facilities)
  - Through its personnel and proprietary relationships, GRG is sponsoring an ongoing genetics and organic horticultural research program to optimize strains and target phenotypes that yield targeted chemical and genetic profiles.
  - In conduction with participating dispensary facilities, GRG intends to aggregate data to measure observable trends based on strain, growing conditions, patient demographics, etc.

4.0 COMMUNITY SERVICE

The following is a list of community service programs that Great River Growers LLC plans to participate in once licensed in Connecticut:

- Connecticut Community for Addiction Recovery
  - The Connecticut Community for Addiction Recovery ("CCAR") organizes the recovery community, which includes people in recovery and their family members, friends and allies, to bring public awareness of addiction recovery services and provide recovery support services. In keeping with Great River Growers LLC's substance abuse prevention plan, the company feels a strong connection to CCAR and will ask management and employees to volunteer time to assisting with the organization.
  - http://www.ccar.us/
- Community Renewal Team ("CRT")
  - Since 1963 the Community Renewal Team has helped individuals, families and entire communities throughout the State of Connecticut address societal issues such hunger, homelessness, addiction and rehabilitation, veterans affairs and affordable housing
  - We have already initiated a dialogue with CRT through our advisors and have begun preliminary discussions regarding the funding of the first assisted living facility for veterans as well as supporting operations throughout the State of Connecticut related to operations drug education, addiction prevention and rehabilitation.
  - http://www.crt.org

5.0 STRATEGIC PARTNERSHIPS/SPONSORSHIPS

The following is a list of strategic partnerships/sponsorships in which Great River Growers LLC plans to engage as a member and/or sponsor once licensed in Connecticut:

- Connecticut Police Chiefs Association

- The Connecticut Police Chiefs Association is an organization dedicated to (1) enhancing the quality of life of the residents of the State of Connecticut, (2) aiding other government bodies within and external to the State of Connecticut in the administration of justice, ensuring that all are treated equally before the law, and (3) striving always to provide service to the public of the highest attainable quality by constantly searching for those methods that will keep Connecticut law enforcement in the forefront of public safety issues.
- Our Chief of Security, Bernard Sullivan, has served as past President of the Connecticut Police Chiefs Association and is presently a life time member.
- http://www.cpcanet.org/

- Hundred Club of Connecticut
  - The Hundred Club of Connecticut is a charitable, non-profit, tax exempt organization of more than 2,400 leading citizens from all parts of Connecticut who are committed to the task of easing the financial burdens of the surviving spouse and children of police officers, volunteer and paid firefighters, and correction officers who have given their lives in the performance of their duties.
  - The Hundred Club is unique in the overall assistance it provides to the surviving spouse and children of those who have died in the line of duty. In the forty-five years of its existence, more than $9,400,000 has been given to family members covering a multitude of financial necessities.
  - Our Chief of Security, Bernard Sullivan, is particularly passionate about this organization as is the whole of Great River Growers LLC. Mr. Sullivan is the on the Board of Directors of the Hundred Club of Connecticut and is the current President.
  - http://www.hundredclubofct.org/
- Our Hero's Classic golf tournament
  - Our Hero's Classic is an event hosted by the Hartford Police Union to benefit the activities of the Hartford Patrolmen's Benevolent Association ("PBA").

- The PBA is a 501(c) designated non-profit organization chartered to provide assistance to its members and their families in times of need, provide and sponsor events to promote long term camaraderie and stress relief, and donate to charitable causes and activities in which its membership participates.
- Great River Growers LLC will sponsor the event annually.

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Appendix S

Substance Abuse Prevention Plan

In Re: RFA Section 1 Question 5

SUBSTANCE ABUSE PREVENTION PLAN

1.0 SUBSTANCE ABUSE PREVENTION PLAN OVERVIEW

Great River Growers LLC cares deeply about the health and well-being of its employees, Connecticut's patients and community. We believe all licensed Medical Marijuana production facilities have a responsibility to aid in the fight to combat substance abuse in the State of Connecticut through direct contributions of financial and human capital as well as offering infrastructure and logistical support. We have a stated corporate policy that requires us to contribute to 15% of our after-tax profit to local charities and not-for-profit organizations. Implementing initiatives and supporting organizations dedicated to preventing substance use disorders and treat those who are affected by alcohol or other drug misuse is rooted in our philosophy of being a good corporate citizen and steward of the State's Medical Marijuana program. Substance use disorders affect individuals, families and communities in a variety of ways, and we believe that it is paramount to offer assistance to those who suffer as a result of dependence or abuse.

Great River Growers LLC is absolutely committed to working with and supporting groups in the State of Connecticut that are committed to identifying and addressing the underlying social and familial factors that affect individuals and communities in their efforts to limit the unlawful use and abuse of all drugs. Moreover, we recognize that recent changes in healthcare policy driven by a combination of Federal legislation and limited resources at the State level have forced caregivers and charitable entities to adjust the scope of services they are able to offer, and in some cases they have been forced to adjust their overall mission

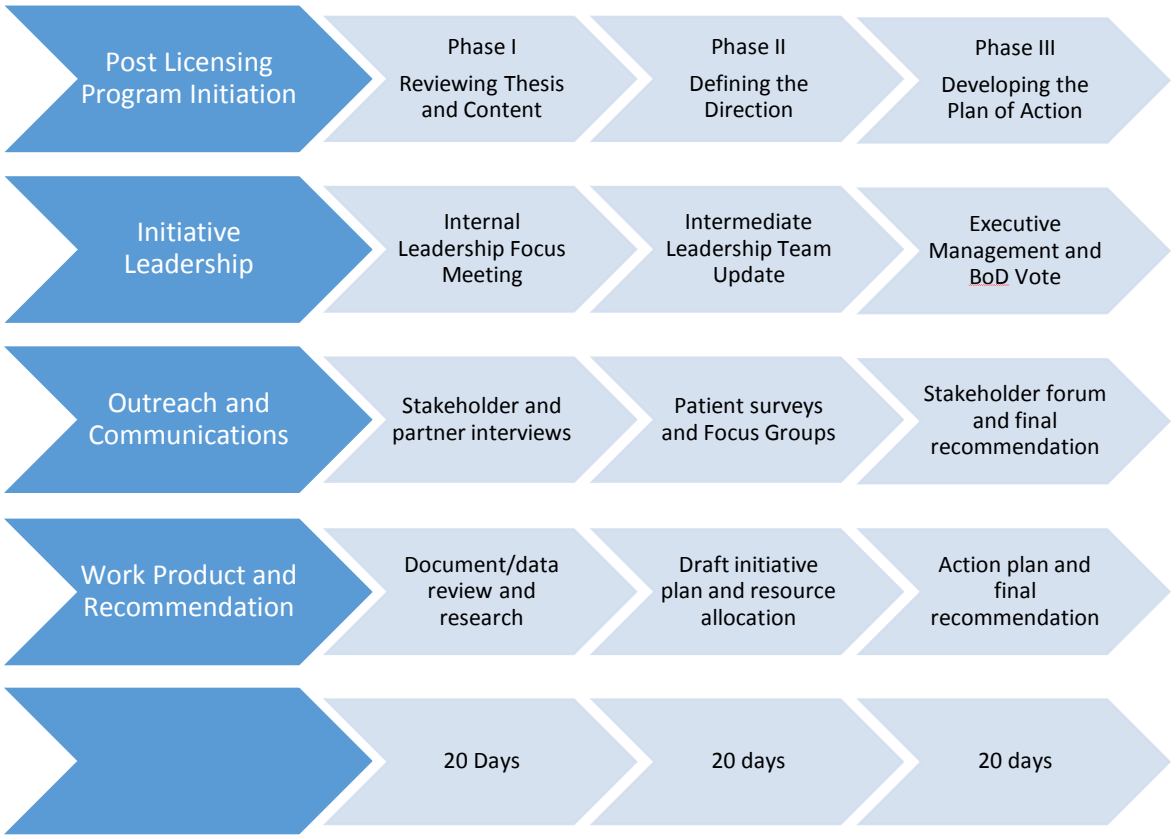
Accordingly, we intend to use our resources as efficiently as possible by supporting groups with an established infrastructure and caring approaches that do more than simply address the symptom of these underlying problems. We believe that our efforts will yield the strongest and most positive outcomes if we work towards new and innovative partnerships that build upon one another's existing strengths to address this serious issue and ensure that all of the people in our communities have the opportunity to pursue a happy and fulfilling life without the burden of alcohol or drug addiction.

To aid in the battle against substance abuse, Great River Growers LLC has created and intends to implement a comprehensive substance abuse prevention plan, a preliminary view of which is described below.

2.0 COMMUNITY AND PATIENT SUBSTANCE ABUSE PREVENTION PLAN

Our first proposed initiative will be to develop and implement a thoughtful and effective substance abuse and prevention plan with an accomplished service provider. We recognize that coordination and planning are critical to maximize efficiency and eliminate the likelihood that we operate in competition with rather than in collaboration with existing providers of similar programs.

Along those lines, we have established a simple framework for making long term financial and resource commitments to specific projects (as described below):



Once we have established a pathway forward, we will develop with our partners the metrics and timelines necessary to determine the most effective way to concentrate our efforts.

These analytical standards can be measures in a variety of ways that will adjust over time (based on practice). Every program we support must have transparent, clear objectives and timelines where leadership is engaged and constantly reviewing performance, effectiveness and resource requirements. These are monitored through regular OKR (Objectives and Key Results/Resources) reviews between initiative managers, team members responsible for execution and members from the governance committee.

Our initial objectives (to be commenced within 60 days of starting the plan per the schedule above) are to establish three independent partnerships with existing community support groups to address the following rehabilitation/prevention issues;

i) Veteran addiction and rehabilitation[1],
ii) Adolescent drug prevention and education, and;

[1] We have already discussed supporting CRT (Community Renewal Team) on selected veterans affairs initiatives.

iii) Organizations which support the family and friends of those individuals combatting debilitating addictions.

Once we have identified and committed to specific programs and partners, the next requirement would be to establish a set of criteria to fully be able to analyze and improve the care that we are able to provide. Initial goals include, but are not limited to, increasing participant satisfaction in counseling relationships and treatment outcomes, increase the total number of participants who have access to a variety of different programs that can assist in the treatment of their conditions, use proactive measures to reduce the number of hospitalizations that may occur as a result of prolonged abuse of a substance and work with specialists to reduce participant recidivism and increase the possibility of living a substance free life.

Independent of these efforts (which are going to rely heavily upon partners with the infrastructure and expertise to successfully manage programs like this), we are committed to unilaterally providing addiction prevention and rehabilitation counseling services to all of our patients. Upon each patient's first visit to the dispensary facility, and from time to time thereafter, patients will be informed of available substance abuse resource counseling offered by Great River Growers LLC directly and by trusted off-site third-party sources, such as Celebrate Recovery in Hartford and the Connecticut Community for Addiction Recovery in Bridgeport. Counseling will include education, support, and medical attention if necessary (provided by local hospitals or substance abuse programs).

3.0 SUBSTANCE ABUSE PREVENTION PLAN PARTNERS

Grower River Growers LLC intends to partner with an assortment of reputable, established and like-minded third-party substance abuse prevention programs across Connecticut, such as Celebrate Recovery in Hartford and the Connecticut Community for Addiction Recovery in Bridgeport. The production facility also intends to partner with its affiliate production facility, Constitution Care LLC, if awarded a license, as well as any other Connecticut Medical Marijuana program licensee willing to enter into a fruitful partnership for the benefit of the State's patients.

Having already met with members of the Community Renewal Team ("CRT") senior team in Hartford and toured one of their rehabilitation and re-education facilities – we believe that their broad footprint will enable Great River Growers LLC a platform to assist in directly supporting community efforts in our local areas. CRT's multi-cultural approach (offering counselors who speak Spanish, Cambodian, Japanese, Vietnamese as well as English) and commitment to see every patient within one week of being referred ensures broad and immediate access to an array of recovery, mental health and substance abuse programs that includes partial hospitalization programs.

Of course, due to the scope and importance of this issue, Great River Growers LLC also intends to reach out to Connecticut's Department of Mental Health and Addiction Services (DMHAS). DMHAS has been serving the citizens of the State for many years providing prevention services

to improve the quality of life of the people of Connecticut by offering an integrated network of comprehensive, effective and efficient mental health and addiction services that foster self-sufficiency, dignity and respect. Once licensed, one of our first initiatives would be to reach out to DMHAS to find out from the State's perspective which areas need our support the most. Supporting a network of over 122 prevention coalitions, 60 community-based prevention programs and 170 community –based substance abuse programs statewide – DMHAS will be a great resource for us to refine our plan and focus our efforts.

We have no expectations that our company will receive any direct benefit from the support we provide other organizations. The purpose of this effort is to be involved with groups that are engaged in thoughtful and worthwhile prevention and treatment programs. The way in which we interact with our own team members and our community will enable us to reach our long term goal - to be a source of strength and support to the community and its allies to improve the lives of our patients and communities.

4.0 WORKPLACE SUBSTANCE ABUSE PREVENTION PLAN

Finally, in addition to the work we intend to undertake in the communities we operate in Great River Growers LLC is committed to provide a safe, alcohol-free and drug-free work environment in full compliance with the Drug Free Workplace Act of 1988. Substance abuse is incompatible with the health and safety of our employees, and the company does not permit it. Production facility employees are expected to perform their duties in a satisfactory manner and without impairment due to drugs or alcohol. Compliance with this policy is a condition of employment for all employees, without exception, whether full-time, part-time or temporary.

The unauthorized use, consumption, possession, manufacture, sale, exchange or purchase of any illegal substances at the dispensary facility premises or at any time when representing the company is strictly prohibited and will subject the offending staff member to disciplinary action, including possible discharge. Prescription drugs ordered by a physician, which do not interfere with job performance or threaten safety, health, security or property, are permitted. Great River Growers LLC employees should never come to work under the influence of alcohol, drugs or any other substance that could impair their ability to perform their job or jeopardize the safety of others.

A failure by any production facility employee to comply with the laws, rules, regulations or guidelines governing Great River Growers LLC's business, Great River Growers LLC's code of conduct and substance abuse policy, or any other policy or requirement, may subject Great River Growers LLC and the staff member(s) involved to civil and/or criminal penalties or prosecution, which is patently unacceptable.

Non-compliance with Great River Growers LLC's substance abuse prevention plan includes failure to properly supervise subordinates to prevent and detect misconduct. It also includes knowing about violations, but failing to report them. Failure to abide by the substance abuse prevention plan may result in disciplinary action against the employees and their supervisors, including possible termination of employment and legal proceedings if warranted.

If a manager has reasonable suspicion to believe that an employee's use of drugs and/or alcohol may adversely affect such employee's job performance or adversely affect such employee's safety or that of others in the workplace, the manager may request an alcohol and/or drug screening. Reasonable suspicion leading to such screening request may be based on objective symptoms, such as an employee's appearance, behavior or speech.

In the unfortunate event a team member does develop or have a substance abuse problem, we offer our employees' healthcare benefits as part of their employment package and would encourage them to seek professional help to address any such issue head on. To that end, if an employee has the courage to preemptively come forward and ask for assistance, provided there is no basis for dismissal due to non-performance or a breach in compliance, Great River Growers has adopted a leave of absence program so team members can seek help with the comfort knowing that their job is waiting for them if the successfully complete the rehabilitation program and stay true to its tenets.

GREAT RIVER
GROWERS

Appendix T

Environmental Plan

In Re: RFA Section 1 Question 6

ENVIRONMENTAL PLAN

1.0 ENVIRONMENTAL PLAN OVERVIEW

Great River Growers LLC will take every effort to reduce the ecological footprint and environmental impact of its production facility. Business operations will minimize waste and utilize renewable resources, repurposed materials and proprietary technology to minimize draw from the utility grid. The implementation of the environmental plan will be a core part of the production facility's overall operations and design plan. Great River Growers LLC's affiliate organizations and Advisory Board members are comprised of experts in the fields of organic agriculture, mechanical engineering, technology, environmentally conscious Medical Marijuana cultivation, and green sector business owners with extensive expertise in the minimization of the environmental impact of commercial cultivation operations.

With the construction of the production facility, Great River Growers LLC will direct architects and other partners who are familiar with green building principles, including, but not limited to, the U.S. Green Building Council's Leadership in Energy and Environmental Design standards and the Green Building Initiative's Green Globes. We will also look to our partners, private sector solution providers and for federal guidance from the U.S. Department of Energy and Environmental Protection Agency to inform our selection of energy efficient and water conserving products and practices.

Great River Growers LLC has identified and outlined a range of sustainable actions that would allow the facility to operate a truly sustainable production facility. These actions target the following areas:

- Sustainable design
- Sustainable purchasing
- Water efficiency, conservation, and storm water management
- Waste management
- Energy efficiency and renewable energy
- Healthy air quality
- Reduced carbon emission and alternative transportation strategies

2.0 INCORPORATING SUSTAINABLE DESIGN PRINCIPLES

Great River Growers LLC's affiliate organizations have spent significant time and resources researching and developing proprietary sustainable designs and meeting with green minded builders, architects and consultants and has implemented successful production facility environmental plans in both Arizona and Washington, DC. As such, the company has vast experience with the principals of green design and the practical use thereof. We are confident

that we can incorporate the technologies and lessons learned in our existing affiliate facilities into the green initiatives employed by the Great River Growers LLC's Connecticut production facility. For instance, due to the anticipated modest growth rate in patient registration and the correlating patient demand during the onset of the Connecticut Medical Marijuana program, Great River Growers LLC plans to phase in the more infrastruture-intensive aspects of the facility over time as the customer base demand grows, thus ensuring commensurate utilization of resources and market driven determinations.

In conjunction with our long list of green consultants and affiliated team members, Great River Growers LLC has determined the following green principles may be applied to the initial construction and renovation of the production facility:

- Utilize the existing infrastructure where possible to avoid the need for new materials and generation of waste from existing infrastructure;
- Use eco-friendly insulation;
- Incorporate extensive use of alternative wind and solar energy (we utilize solar very effectively at affiliate facilities). Preliminary research indicates that both wind and solar alternative energy sources are available for the production facility site. All attempts will be made to reduce energy consumption as quickly and effectively as possible so to produce an energy- efficient operation;
- Use only low to zero-VOC adhesives, finishes, and paints for designing, constructing, or renovating the interior of the facility;
- Utilize our affiliates' proven recycling policy and use recycled content, sustainable and/or salvaged materials for interior décor. This includes using previously owned office equipment and any materials that meet the cultivation standards for equipment, such as tables and shelving.
- Implement floor plans that include one or more of the following: FSC-certified, salvaged material, renewable material, recycled content, and/or concrete; and
- Apply the existing, firm-wide recycling program to divert waste from landfills through recycling or donation where possible.
- Utilization of micro-climate designs to create thermal barriers maximizing heating and cooling efficiency during high use periods
- Utilization of proprietary lighting equipment and HVAC designs to reduce power draw and lighting heat load/temperature management requirements.

3.0 SUSTAINABLE PURCHASING

Great River Growers LLC believes in supporting a local, sustainable supply-chain and will make a commitment to purchasing eco-friendly products help lower our ecological footprint whenever possible. We will aim to:

- Only use sustainable packaging material (whether renewable or made from recycled content);
- Purchase general operating supplies with a high percentage of recycled materials, especially post-consumer content;
- Purchase recycled, non-chlorine-bleached paper. Higher percentage recycled content should be used whenever it is cost-effective. Consider buying 100% recycled-content, process chlorine-free papers for special publications. Utilize tree-free papers, such as hemp, bamboo, banana, or other materials;
- Ensure that office supplies—such as highlighters, pens and paper are non-toxic and where applicable, made using recycled or renewable resources;
- Purchase unbleached, recycled fiber napkins, toilet tissue, paper towels and coffee filters;
- Include a clause in contracts with suppliers requiring equipment, and tools manufacturers to provide environmentally sustainable alternatives;
- Partner with for ISO 14001 compliant suppliers;
- Select products that are certified green. Certifications may come from third party certifiers such as: Green Seal, Ecologo, MBDC Cradle to Cradle, Green America, and Greenguard; and
- Favor the use of rechargeable batteries over disposable ones for battery-operated products. Dispose of batteries properly to avoid hazardous waste.

4.0 MINIMIZING RESOURCES AND WASTE

Great River Growers LLC has aggressive plans to minimize its use of electricity over time and to reduce its water usage in the near future through runoff harvesting and greywater recycling. As is the case with energy use, production facilities require a significant amount of water for operation. Great River Growers LLC will make every effort to utilize the proprietary technologies, designs and practices it currently uses at affiliate facilities that will help conserve water and, when possible, reclaim and reuse it. The company is in a great position to succeed in this endeavor as it has ample experience with its affiliate production facilities in Arizona and Washington, DC. At our facility in Windsor, CT, our facility will be indoor, hydroponic and virtually a closed-system. Similar facilities operated by our affiliates in other, highly-regulated,

medically-focused urban environments are able to recapture and reuse up to 85% of the water required at the facility based on our proprietary systems designs and a combination of looped systems. Utilizing our systems in Connecticut will not only substantially reduce our draw from the local water utility system, but it will substantially reduce the amount of discharge that is placed back into the municipal sewage system. Furthermore, because the water that is reclaimed through this process is pure, additional treatments through reverse osmosis and storage are unnecessary – making this process not only water and waste efficient, but energy efficient as well. We will target similar performance benchmarks in Windsor that we currently experience in other markets through affiliates.

What little water is characterized as dischargeable, Great River Growers LLC is planning to implement a wastewater, or "greywater" recycling program in order to reduce its water usage. Much of the greywater in the production facility will be nutrient-dense. With approval from the town of Windsor, this greywater can be delivered, after sanitization, to local parks for flowers or lawns.

Generally, production facilities generate significant green waste. Great River Growers LLC's affiliates in Arizona and Washington, DC use on-site composting, green waste recycling, and partner with local farms so such waste can be used in agriculture. Great River Growers LLC plans to do the same in Connecticut and will also ensure the production facility has waste management systems in place that exceed municipal requirements for diverting waste from landfills and reducing greenhouse emissions. Organic partnering would include the disposal of food waste, composting and biodiesel.

Great River Growers LLC will also do the following:

- Prohibit the use of polystyrene-based products (e.g. Styrofoam);
- Purchase used or refurbished office equipment and furniture;
- Purchase the Dyson Windblade hand dryer system to meet its goal for continual reduction of solid waste going into landfills by significantly reducing paper consumption throughout the production facility. Our goal is to partner with the State of Connecticut to cut carbon emissions and waste and to use natural energy sources whenever possible;
- For any light bulbs or electronic devices that require toner cartridges, purchase cartridges made from recycled content or refillable cartridges that are recycled after use. Great River Growers LLC will recycle these products with already established programs at Home Depot, Staples, True Value and IKEA. We will also ensure that any electronics and hazardous waste that cannot be recycled through local programs will be properly disposed of at an appropriate waste site.

5.0 ALTERNATIVE ENERGY SOURCES

Production facilities can be resource and energy intensive operations. Great River Growers LLC will make every effort to estimate the amount of energy needed to operate before construction and select a combination of energy efficient and renewable energy technologies, services, and practices to reduce energy consumption. To that end, Great River Growers LLC has already, or plans to do the following:

- Explore the use of solar and wind power technologies as a viable energy source for some or all of the energy needs of the production facility. With current technologies for wind and solar power, these sources cannot provide all of the required energy. Alternatives, however, can provide as much as 60% in green energy. As mentioned above, preliminary research indicates that both wind and solar alternative energy sources are available at the site. All attempts will be incorporated to offset as much energy consumption as possible. Great River Growers already utilize solar energy production at its affiliate facilities as well as greenhouse approaches to minimize the draw from the local power grid. This experience has given us substantial, proprietary knowledge to design, implement and integrate a solar initiative into our infrastructure as possible. Furthermore, with the advent of commercial scale financing partners, such as Solar City, Great River Growers has substantial access to several alternatives to ensure it employs the most resource/capital efficient alternative energy strategies ;
- Establish a green energy contract through the local gas and energy provider to support renewable energy into the power grid from which we will draw electricity, since 100% renewables are not feasible with the combination of technology and weather conditions. Once total energy use is determined for the production facility, we will purchase Renewable Energy Credits (RECs) through the EPA's Green Power Partnership to offset any carbon emissions not offset through on-site renewables and our green energy contract;
- Purchase and install Energy Star rated appliances and include these in all technical aspects of the production facility;
- Install windows that are double-pane, low-E, and energy efficient;
- Install High Efficiency Heating & Air Conditioning (HVAC) unit with a SEER (Seasonal Energy-Efficiency Rating) greater than 13;
- Install and use programmable thermostats in all areas of the production facility, including those areas where Medical Marijuana will be cultivated and processed;
- Insulate all water heaters, storage tanks, and hot water;

- Use ceiling fans to promote air circulation in all areas of the production facility;
- Install either a solar water heater or a high efficiency water heater and appropriately insulate the unit;
- Use weather stripping to seal air gaps around all windows and doors to reduce risk of loss of heating and cooling and unnecessary contribution to greenhouse gas emissions;
- Have warranties in place and a preventative maintenance schedule for all appliances and HVAC systems using a Computerized Maintenance Management System ("CMMS") which is online and informs production facility management of daily, weekly, quarterly and yearly inspections. This includes notification and routine scheduling of cleaning and the repairing of air filters, ducts, air intake and outtake fans, carbon filters and refrigerator coils;
- Use lighting that includes the following: fluorescent T8 or T5 (as opposed to T12), compact fluorescent, LED, or energy saving halogen lamps;
- Use EXIT signs with LED or electroluminescent alternatives;
- Use lighting controls such as dual technology occupancy (motion) sensors, photocells, or time clocks (these are mandatory for low traffic areas such as restrooms, conference rooms, and closets);
- Use "task lighting" to directly illuminate desktops and other spaces without having to use overhead lights;
- Install skylights or solar tubes in non-cultivation areas (installing them in cultivation areas is impractical due to the hours of darkness required for plants to flower);
- Reduce standby power usage by powering down electronics when not in use, setting computers to standby and utilizing smart strips or other technologies to reduce total standby (vampire) power; and
- Use energy efficient lighting with hoods for outdoor security purposes, which also reduces unwanted light pollution to neighbors.

SPECIAL NOTE: After conducting significant research and financial forecasting as well as learning by trial and error form our affiliates, Great River Growers LLC determined it is unable to invest in large-scale energy efficient LED lighting for the growth of its plants. The costs to implement a full LED system are 1500% higher than standard lighting and such an investment cannot be justified at this time. Great River Growers LLC plans on investing in the future in LEDs and divesting the traditional metal halide and high pressure sodium light combinations that will initially be placed in the cultivation areas when the cost of installing such lighting systems becomes economically feasible.

Increased technologies are not necessarily a zero-sum gain. New efficiencies can result in additional energy consumption. In employing technologies such as LED lights, for example, production facilities use the same amount of kilowatts per hour when the heat is taken into consideration. Furthermore, with LED technology, CO_2 generators are used to supplement the loss of CO_2 from traditional lights, which also add to the carbon footprint. Nevertheless, electricity costs can be offset by renewable solar and wind solutions. Great River Growers LLC is committed to moving to this technology and any other practical technology capable of effectively reducing the ecological footprint of the production facility as soon as economically feasible.

6.0 TREATMENT OF WASTEWATER AND RUNOFF

Similar to energy use, production facilities require a significant amount of water for operation. Great River Growers LLC's affiliates in Arizona and Washington, DC have identified technologies and practices that help conserve, reclaim and reuse water both for indoor cultivation and outdoor agriculture.

Great River Growers LLC is planning to implement a wastewater, or "greywater" recycling program in order to reduce its water usage. Much of the greywater in the production facility will be nutrient-dense. With approval from the municipality, this greywater can be delivered, after sanitization, to local parks for flowers or lawns.

Additionally, Great River Growers LLC is currently formulating a rainwater, or runoff, harvesting program based on the square footage of the facilities rooftop. The average annual rainfall in Windsor, Connecticut is approximately 45.85 inches annually, and accounting for the production facility's anticipated water requirements, Great River Growers LLC could eventually meet more than 70% of its water needs from the runoff harvesting program. Notably, rainwater is generally healthier for plants than treated city water. Great River Growers LLC's water conservation efforts will include the following:

- Installation of a green roof on part or all of the roof membrane to provide a pervious surface for rainwater collection and storm water management. This includes identifying and integrating additional pervious surface technologies to minimize impervious surfaces;
- Identifying water fixtures with the WaterSense label that will be utilized throughout the production facility; and
- Conducting a feasibility study for a greywater reclamation or harvesting system, and if feasible, integrating it into the plumbing infrastructure through Wahaso, which provides water-harvesting solutions. Wahaso is an industry leader that develops custom systems for commercial and institutional properties that harvest rainwater, stormwater and water from showers and sinks for non-potable reuse.

  For more information on Wahaso, see www.wahaso.com

Great River Growers LLC's goals in water conservation also include the installation of water efficient aerators: 1.5 gpm (gallons per minute) for lavatory sinks and 2.2 gpm for kitchen sinks. Great River Growers LLC is also planning on installing high efficiency toilets (HET) – 1.28 gpf (gallons per flush) or less to conserve water.

7.0 TREATMENT OF EXCHANGED AIR

All air entering the enclosed production facility is HEPA filtered to eliminate 99.9% of all airborne, bacteria, mold, pests, and other pollutants. Additionally, all air within the warehouse is continuously cycled through Can-Filter 150 activated carbon filters (which are replaced regularly) and a whole-building HEPA filtration system. The warehouse exhaust vents also contain active carbon filters designed to eliminate odor during hourly air exchanges. The result is a near-odorless internal environment, and an odorless external environment. A complete air exchange occurs at least once hourly.

For more information on the Can-Filter 150 and other odor control methods, see the Odor Control Plan in Appendix I.

Great River Growers LLC plans to create and maintain healthy indoor air quality in the production facility that is good for our employees, our plants, and our products, as well as the environment. The company is currently exploring the installation of an advanced ventilation system and proper air exchange following ANSI/ASHRAE standards for commercial ventilation rates.

Other methods the facility plans to use in order to ensure ecologically safe, healthy indoor air circulation include the following:

- Ensure installed window treatments, walls, and other finishes are Greenguard certified;
- Add purifying plants to office areas to improve working environments for employees (i.e. we aim to have (1) one 6" plant per every 100 sq. ft.);
- Institute a green cleaning program, both internally and through contracted cleaning services;
- Use the Can-Filter 150 activated carbon filters in the cultivation areas, which are professional-grade carbon filters in use in research labs and hospitals to scrub the inside air;
- Place proper mats at the entrance of the premises to reduce unwanted chemicals and dirt from entering the premises; and
- Use energy efficient air intake and outtake fans in the cultivation areas, which are also 50% quieter than standard fans, resulting in less noise pollution.

8.0 TREATMENT OF AIR IN CULTIVATION AREAS

Great River Growers LLC plans to use CO_2 burners/heaters at the production facility. The company has chosen these heaters specifically because of their positive environmental impact when operated in a production facility and our affiliates' positive experience using them in other facilities. These clean running heaters use either natural gas or propane. While these burners do release CO_2 emissions, the net results in the facility include reduced overall CO_2 emissions and water usage due to plants' reaction to the CO_2 rich environment.

CO_2 emissions are contained within the indoor environment, never reaching outside the production facility. Medical Marijuana plants naturally absorb small amounts of CO_2 in the air and turn it into oxygen through photosynthesis, turning these small CO_2 emissions into a natural airborne fertilizer.

The introduction of CO_2 will also result in less water use at the production facility. When plants absorb small CO_2 emissions in the air, the result is a reduction in the evaporation of water from the leaves, allowing the plants to retain more water. Thus less water is required overall in feeding the plants, meaning less water is used in the cultivation process.

It should be noted that CO_2 for the heaters does not run continuously. It is released on an hourly timed schedule for a few minutes at a time, contained within a range of 300-1200 PPM's (parts per million). This allows all of the CO_2 emissions to be absorbed by the plants, ultimately resulting in less water use and increased oxygen emissions as a result of photosynthesis, making the entire process environmentally friendly.

9.0 MINIMIZING CARBON EMISSIONS

Regarding carbon emissions associated with product deliveries to Connecticut dispensary facilities, Great River Growers LLC intends to do the following:

- For delivery of products to dispensary facilities, consider alternative fuel vehicles such as the Nissan Leaf®, Toyota Prius® and other eco-friendly hybrid vehicles;
- For the maintenance of production facility transportation vehicles, (1) purchase motor oil and other lubricants that contain recycled materials, (2) substitute hazardous vehicle maintenance products with less hazardous ones, such as water-based degreasers, and (3) initiate a vehicle maintenance program to ensure vehicles run efficiently;
- Purchase fleet-related products in bulk;
- Encourage production facility employees to ride-share whenever practical, utilize public transportation, or bike to work – the company plans to offer incentives if available/applicable.