

### RESPONSE to RFA

Volume 1 of 5 November 2013

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#### Notes to Application

#### Freedom of Information Act

Theraplant has provided material for this application that includes the following:

1. Theraplant business information, created or obtained by Theraplant at significant expense that is not publicly available in the industry in which Theraplant operates. This information has independent economic value to Theraplant. If this information is obtained by Theraplant's competitors, it would unfairly advantage such competitors to Theraplant's significant economic detriment.

For these reasons, this information constitutes "trade secrets" and/or "commercial or financial information given in confidence" pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A) and (B), and is therefore exempt from disclosure under the State of Connecticut Freedom of Information Act, Conn. Gen. Stat. § 1-200 et seq.

2.Information constituting "statements of personal worth or personal financial data required by a licensing agency and filed by an applicant with such licensing agency to establish the applicant's personal qualification for the license. . . applied for. . . ." and/or "records" or "tax returns" pursuant to Conn. Gen. Stat. § 1-210(b)(8) and/or (10), respectively.

Therefore, this information is exempt from disclosure under the State of Connecticut Freedom of Information Act, Conn. Gen. Stat. § 1-200 et seq.

Each page containing information meeting the description(s) of (1) or (2) above (or both) shall be identified by the presence of a stamp on the bottom of such page stating the following:

FOIA EXEMPT UNDER CGS § 1-210(b)(5)(A) & (B)

AND/OR CGS § 1-210(b)(8) AND/OR (10)



Connecticut Department of Consumer Protection Medical Marijuana Producer License Request for Application

Appendix A





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 bu	siness type:						
Sole Proprietorship	Corporation	Limited Liability Co.	Partnership	Limited Liabili	ty Unincorpor		Other:
2. Legal Name of Applicant: Theraplant, LLC							
3. Trade Name of Applicant: N/A							
4. Applicant's E 159 Nunzio D		s:					
5. City: Planstville					6. State: CT	7. Zip C 06479	ode:
8. Daytime Tele (203) 721-792				9. E-mail Addi ethan@thera			
10. Applicant's	Mailing Addres	s (if different th	an business ac	ldress):	11. City:		
12. State: 13. Zip Code: 14. Daytim				lephone Number	: 15. Fax N	umber:	
Section B: Co	ontact Infor	mation					
contact, if one is	designated. W	e will assume the	nat vou receive	cation will be sen all communicati nformation chang	ons sent to your	contact a designated	nd alternate d contact(s) and it
will be your responsibility to notify us if any of your contact information changes.  16. Name of Primary Contact:  Ethan Ruby  17. Primary Contact:  CEO					Contact T	itle:	
18. Primary Con ethan@therap		lress:			7		elephone Number:
20. OPTIONAL - Name of Alternate Contact:  Alan Curto  21. Alternate Contact Title:  Attorney					Γitle:		
22. Alternate Contact E-mail Address: curto@halloran-sage.com				23. Alternate (860) 297-4		Telephone Number:	
Section C: Fo	Section C: Formation/Incorporation Information						
24. Date of Form March 19th	2013		Pla	Place of Formation			
26. Registered w	ith the Connect	icut Secretary o		Sale and Use Tax			
☑ Yes □ No			Pro app	vide a copy of yo lication.	our Sale and Us	e Tax per	mit with your





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	: Proposed Production				
28. Propose	ID I I I II A II			20.0	Sia
28. Proposed Production Facility Address: 856 Echo Lake Road				29. 0	*
					tertown
30. State: CT	31. Zip Code: 06795	32. Telephone Numb	er:	33. F	ax Number:
34. Own or	Lease Property: ☑ Own □	35. Name of	Property (	Owner:	
	copy of the lease, deed or oth the right to occupy if you ar		PPG (conf	ract seller	to Theraplant)
Section E	: Business Association l	Information			
36. Are you  ☐ Yes ☑ 1	associated with any dispensa No	ry facility license applicar	t or other proc	lucer licens	se applicant?
If yes, provi	ide the name of all applicants	with whom you are associ	ated. Attach a	dditional p	pages if necessary.
37. Applica	nt Name:		38.	Applicant 7	Гуре:
				Dispensary	Facility  Producer
39. Applica	nt Name:		40.	Applicant 7	Гуре:
				Dispensary	Facility Producer
					y to establish and maintain an
		bond in the amount of two	million dollar	s (\$2,000,0	000.00), if you are awarded a
Review the	ense. Terms and Conditions of the	bond in the amount of two	million dollar	s (\$2,000,0	000.00), if you are awarded a
Review the surety bond	Terms and Conditions of the dwill be acceptable.	nis RFA to ensure that the	e terms of you	s (\$2,000,0	account, letter of credit or
Review the surety bond	Escrow Account  Institution/Surety Company	Letter of Cre	e terms of you	s (\$2,000,0	account, letter of credit or
Review the surety bond  42. Financia Liberty Su	Escrow Account al Institution/Surety Company	Letter of Cre	e terms of you	s (\$2,000,0	account, letter of credit or
Review the surety bond  42. Financia Liberty Su  43. Address	Escrow Account al Institution/Surety Company arety First - Member of Libe	Letter of Cre	e terms of you	s (\$2,000,0	account, letter of credit or  Surety Bond
Review the surety bond  42. Financia Liberty Su	Escrow Account al Institution/Surety Company arety First - Member of Libe	Letter of Cre	e terms of you	s (\$2,000,0	account, letter of credit or
42. Financia Liberty Su 43. Address 44. City: Bo 47. Telepho	Escrow Account al Institution/Surety Company urety First - Member of Libe 5: 175 Berkeley Street eston one Number:	Letter of Cre Name: rty Mutual Group	e terms of your edit	ur escrow  ate: MA 49. E-mai	300.00), if you are awarded a account, letter of credit or  Surety Bond  46. Zip Code: 02116
42. Financia Liberty Su 43. Address 44. City: Bo 47. Telepho	Escrow Account al Institution/Surety Company urety First - Member of Libe 5: 175 Berkeley Street	Letter of Cre Name: rty Mutual Group	e terms of your edit	ur escrow  ate: MA 49. E-mai	account, letter of credit or  Surety Bond  46. Zip Code: 02116
42. Financia Liberty Su 43. Address 44. City: Bo 47. Telepho (602) 86	Escrow Account al Institution/Surety Company urety First - Member of Libe 3: 175 Berkeley Street  Description	Letter of Cro Name: rty Mutual Group  48. Fax Number: (866) 548-7562	e terms of your edit	ate: MA 49. E-mai surpho@	account, letter of credit or  Surety Bond  46. Zip Code: 02116  I Address: 0libertymutual.com
42. Financia Liberty Su 43. Address 44. City: Bo 47. Telepho (602) 86	Escrow Account  al Institution/Surety Company arety First - Member of Libe  5: 175 Berkeley Street  oston  one Number: 64-0102  C: Laboratory (This is o	Letter of Cro Name: rty Mutual Group  48. Fax Number: (866) 548-7562	e terms of your edit	ate: MA 49. E-mai surpho@	account, letter of credit or  Surety Bond  46. Zip Code: 02116  I Address: Dibertymutual.com
42. Financia Liberty Su 43. Address 44. City: Bo 47. Telepho (602) 86	Escrow Account  al Institution/Surety Company arety First - Member of Libe  5: 175 Berkeley Street  beton  one Number: 64-0102  6: Laboratory (This is of the content of th	Letter of Cro Name: rty Mutual Group  48. Fax Number: (866) 548-7562	e terms of your edit	ate: MA 49. E-mai surpho@	account, letter of credit or  Surety Bond  46. Zip Code: 02116  I Address: 0libertymutual.com
42. Financia Liberty Su 43. Address 44. City: Bo 47. Telepho (602) 86 Section G	Escrow Account al Institution/Surety Company arety First - Member of Libe 3: 175 Berkeley Street beston be Number: 64-0102  C: Laboratory (This is of ory Name: NSF Pharmalytic) 3: 719 Middle Street	Letter of Cro Name: rty Mutual Group  48. Fax Number: (866) 548-7562	e terms of you edit	ate: MA 49. E-mai surpho@	account, letter of credit or  Surety Bond  46. Zip Code: 02116  I Address: Dibertymutual.com

MMP - Producer License Application - September 2013

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Section H	: Proposed Pr	odu	ction Facili	ity Business I	Hours			SECTION STATE
59. State the	proposed produc	tion	facility's busin	ness hours for each	ch day:			
Monday	7am	_ to	7pm		Friday	7am	to	7pm
Tuesday	7am	_ to	7pm		Saturday	7am	te	7pm
Wednesday	7am				Sunday	7am	to	7pm
Thursday	7am	to.	7pm			~	7.2	
	Other Busine				STATES			
List all name your respons	es under which the se to business oper	app ratio	licant has done ns in Connection	e business or has cut. Attach addit	s held itself or ional pages it	ut to the pub f necessary.	olic as doing b	usiness. Do not limit
60. Name: N	lone					61. Tin	ne Period:	
						_		
conducted by	isiness during the	prev	ious five years	s and give the ap	, that the app proximate tir	licant owns, ne periods d	has owned or luring which s	from which it has uch locations were
62. Address:	lized. Attach addi None	tiona	I pages if nece	essary.		63. Tirr	ne Period:	
	None							
						-	-	
					-			
Section J:	Producer Bac	ker	S	10 M	1000		6-18-41	Color of the second
with a direct provided the does not exce	ollowing information indirect financion interest held by stored five per cent of directly in the confidence of the confi	ial in uch p of the	terest in the ap person and such total ownersh	oplicant, except in the person's co-wo ip or interest rig	t shall not inc orkers, emplo hts in the app	clude a perso yees, spouse licant and s	on with an inv e, parent or ch uch person wi	estment interest ild, in the aggregate, Il not participate
Create additi	onal copies of this	s pag	e if necessary.					
Each backer	identified in res	pons	se to this section	on must comple	ete and sign A	Appendix B		
64. Name:	than Ruby						65. Percentage	e of ownership
	man raby							
				_				





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Section K: Directors, Owners, Officers	and Other High-Level Emplo	yees
Provide the following information for each individu  directly or indirectly have control over, or  who currently receives, or who reasonably the applicant exceeding \$100,000.  Create additional copies of this page if necessary.  Each person identified in response to this section	participate in the management or ope can be expected to receive, within or	eration of, the production facility; or ne calendar year, compensation from
66. Name (First, Middle, Last): Ethan Ruby	67. Title: CEO	68. Role: Executive
Marc Adelson	President	Executive
Daniel Emmans	coo	Executive
Scott Turner	Head of Physical Plant	Executive
Jonathan Lane	Master Grower	Executive
Jeff Lakey	Advisor	Security

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: See Attached	70. Cost: \$	71. Source of Funds:		
	\$			
	\$			
	\$			
	\$			
	\$			
	S	7,744,00		
	s			





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	7-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
Section K: Directors, Owners, Offic	104 11:11	THE RESERVE OF THE PERSON OF T
Provide the following information for each in directly or indirectly have control ov	dividual, including each producer t er, or participate in the managemen	THE STANDARD RESERVOIR OF A STANDARD
Create additional copies of this page if necess	ary.	
Each person identified in response to this se	ection must complete and sign Ap	ppendix C.
66. Name (First, Middle, Last):	67. Title:	68. Role:
Dr. Michael Guarnieri	Advisor	Laboratory/ Extraction
Peter Rafa	Advisor	Pharmaceutical
Moria Feighery-Ross	Advisor	Pharmaceutical
Dr. Timothy Coleman	Advisor	Pharmaceutical
Annik Chamberlin R.Ph.	Advisor	Pharmaceutical
Section L: Financial Statement		
Set forth all expenses greater than \$10,000 inc	surred in connection with the establ	ishment 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:
See Attached	s	
	\$	
	\$	
3349	\$	111 - 111
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	s	





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the state of the s	Section IVI: Security System				
backup secu		le security services for the production facility If more than two companies will provide s			
72. Primary	Security Company Name:	Choice 1: CustomVault			
73. Primary	73. Primary Security Company Address (including Apartment or Suite #): 74. City:				
4 Research	Drive	597.	Bethel		
75. State:	76. Zip Code:	76. Zip Code: 77. Telephone Number: 78			
СТ	06801	(203) 403-4231	(203) 798-8109		
79. E-mail A mgifford@c	Address: ustomvault.com				
	Security Company Name: Ionitor Controls Inc.				
81. Backup 178-180 Ce		s (including Apartment or Suite #):	82. City: Wallingford		
83. State:	84. Zip Code:	85. Telephone Number:	86. Fax Number:		
СТ	06492	(203) 269-3591	(203) 265-0727		
87. E-mail A	Address: conitorcontrols.com	Western Committee of the Committee of th	<u> </u>		
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 answe	er above is "yes", attach	a statement providing the details of such p	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.					
		s or other penalties over \$10,000 assessed by a statement providing the details of such f			





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Section I	A: 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					
72. Primary	each such additional company.  72. Primary Security Company Name: Choice 2: Monitor Controls Inc.				
The state of the s		ss (including Apartment or Suite #):	74. City:		
The state of the s	enter Street	1	Wallingford		
75. State:	76. Zip Code:	77. Telephone Number:	78. Fax Number:		
СТ	06492	(203) 269-3591	(203) 265-0727		
79. E-mail	Address: nonitorcontrols.com				
The state of the s	Security Company Name:				
Choice 2: E					
81. Backup	Security Company Addres	s (including Apartment or Suite #):	82. City:		
4 Research		•	Bethel		
83. State:	84. Zip Code:	85. Telephone Number:	86. Fax Number:		
CT	06810	(203) 403-4200	(203) 403-4201		
87. E-mail		*	-		
jyuszaji @ii	nonitorcontrols.com				
88. Attach a	detailed description of the	security plan to be offered by the security	companies. Be sure to include a discussion		
or each of th	ne required elements set for	rth in Section 21a-408-62 of the Regulation	ns of Connecticut State Agencies.		
Section N	: Legal Proceedings		<b>经验的证据</b>		
89. Has the Federal Ban	applicant ever had any peti kruptcy Act or under any S	tion filed by or against it, or otherwise sou State insolvency law in the last ten year per	ght relief under, any provision of the iod? ☐ Yes ☑ No		
CONTRACTOR OF THE PARTY		statement providing the details of such			
90. Has the	applicant ever had a profes	sional license, permit or registration in Cor	practicut or any other State averaged		
revoked or o	therwise subjected to disci	plinary action? ☐ Yes ☑ No	infecticut, of any other state, suspended,		
If the answe	er above is "yes", attach a	statement providing the date(s), the typ	ne of license, permit or registration at		
issue, and a	description of the circum	stances relating to each suspension, revo	ocation 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					
			l l		
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 a	applicant ever had any fine	s or other penalties over \$10,000 assessed	by any regulatory agency? ☐ Yes ☑ No		
If the answer above is "yes", attach a statement providing the details of such fines or penalties.					





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Section O: Criminal Actions	

93. Has the applicant ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or are any such charges pending? 

Yes 
No

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

Section P: Criminal Background Check	
suitability to participate in the medical marijuana	inal background records for purposes of evaluating the applicant's program. As the duly authorized representative of the applicant, I hereby f a confidential or privileged nature to the department and its agents.
94. Signature:	95. Date Signed: 11/6/13
I hereby certify that the	above information is correct and complete.
Consumer Protection or any person designated by	tement that is untrue and which is intended to mislead the Department of the Department in the performance of their official function, I will be in General Statutes. As the duly authorized representative of the applicant, I the applicant.
96. Signature:	97. Date Signed:



Connecticut Department of Consumer Protection Medical Marijuana Producer License Request for Application

Appendix A

Section C Item #27

Sales and Use Tax Authority



### STATE OF CONNECTICUT

#### DEPARTMENT OF REVENUE SERVICES

TWENTY-FIVE SIGOURNEY STREET, SUITE 2

HARTFORD, CONNECTICUT 06106-5032

Corr ID:

1300018514326

Date:

10/24/2013

#### 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 (Rov. 07/09)

Sales and Use Tax Permit



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

Date	Expiration	Business	Connecticut
Issued	Date	Start Dala	Tax Registration Number
10/23/2013	09/30/2018	10/10/2013	59523969-001

This Ilcense may not be transferred or assigned.

Use only at this location:

Lic Nbr: 1052649

THERAPLANT LLC THERAPLANT 159 NUNZIO DR PLANTSVILLE CT 06479-1658

Kevin B. Sullivan

Commissioner of Revenue Services



### STATE OF CONNECTICUT

#### DEPARTMENT OF REVENUE SERVICES

TWENTY-FIVE SIGOURNBY STREET, SUITE 2

HARTFORD, CONNECTICUT 06106-5032

THERAPLANT LLC
THERAPLANT LLC
1072 BOSTON POST RD
RYE NY 10580-2902

Corr ID: 1300018514327

Date: 10/24/2013

#### Dear Taxpayer:

Your registration application has been processed and your business entity has been assigned CT Tax Registration Number 59523969. 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	Тах Туре	Filing Frequency	Start Date	Registration Date
59523969/000	Business Entity	SEE BELOW	03/19/2013	06/04/2013
59523969/000	Wage Withholding	QUARTERLY	01/01/2014	10/23/2013
59523969/001	Sales and Use	QUARTERLY	10/10/2013	10/23/2013

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.

(R639 Rev. 12/12)

Affirmative Action/Equal Opportunity Employer



Connecticut Department of Consumer Protection Medical Marijuana Producer License Request for Application

### Appendix A

Section D Item #34

Contract for Purchase and Sale of 856 Echo Lake Road

#### AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE (hereinafter referred to as this "Agreement"), is made and entered into as of this "I to day of October, 2013 (hereinafter referred to as the "Effective Date"), by and between PPG ARCHITECTURAL FINISHES, INC., a Delaware corporation (hereinafter referred to as "Seller"), and THERAPLANT, LLC, a Connecticut limited liability company (hereinafter referred to as "Buyer").

#### WITNESSETH:

WHEREAS, Seller is the fee simple owner of that certain parcel of real property located at 856 Echo Lake Road, situated in the Town of Watertown, County of Litchfield, State of Connecticut, as more particularly described on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Land"), together with the improvements erected thereon (hereinafter collectively referred to as the "Improvements"), together with the Appurtenances (as hereinafter defined); and

WHEREAS, Seller desires to sell and convey to Buyer, and Buyer desires to buy from Seller, the Land, the Improvements and the Appurtenances on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants herein contained, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

- 1. <u>Preambles</u>. The foregoing preambles are incorporated herein by reference.
- 2. <u>The Agreement</u>. For the Purchase Price (as hereinafter defined), Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept conveyance of the Property (as hereinafter defined) from Seller, under the terms and conditions as herein set forth.
- 3. Property. Seller shall sell and convey, and Buyer shall purchase, the Land and the Improvements, together with: (i) all easements, rights, privileges and appurtenances relating thereto, and any abutting strips or gores; (ii) Seller's right, title and interest, if any, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land to the center line thereof; (iii) all fixtures attached to the Improvements; and (iv) all appurtenant easements for parking, ingress and egress and utilities (hereinafter collectively referred to as the "Appurtenances"). The Land, the Improvements and the Appurtenances are collectively referred to herein as the "Property".
- Purchase Price. Seller agrees to accept, and Buyer agrees to pay as consideration for the sale of the Property a total sum equal to Two Million and No/100

Dollars (\$2,000,000.00) (hereinafter referred to as the "Purchase Price"), which will be paid in cash or immediately available funds at the Closing (as hereinafter defined).

Escrow; Earnest Money; Independent Consideration. Within three (3) days after the Effective Date, the parties hereto shall open an escrow (hereinafter referred to as the "Escrow") with Stewart Title Guaranty Corporation (hereinafter referred to as the "Title Company"), 280 Trumbull Street, 22nd Floor, Hartford, Connecticut 06103, Attn: Matthew J. Cholewa, Esq., and Buyer shall deposit into the Escrow earnest money in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (hereinafter referred to as the "Deposit"), to be held in an interest-bearing escrow account. The Deposit together with all interest accrued thereon shall be hereinafter referred to as the "Earnest Money". In connection with the Escrow, Buyer and Seller agree to execute such reasonable and customary escrow instructions as may be required by the Title Company. Buyer hereby agrees that Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest shall be non-refundable to Buyer, except upon the occurrence of an uncured default by Seller hereunder. The remaining Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money shall become nonrefundable to Buyer upon the expiration of the Inspection Period (as hereinafter defined), except upon the occurrence of an uncured default by Seller hereunder.

#### 6. Title Commitment and Survey.

- (a) Within thirty (30) days after the Effective Date, Buyer, at its sole cost and expense, shall obtain a commitment for title insurance (hereinafter referred to as the "Title Commitment") issued by the Title Company, pursuant to which the Title Company agrees to issue an owner's policy of title insurance (hereinafter referred to as the "Title Policy") to Buyer insuring good, marketable and indefeasible title to the Property insurable thereunder in Buyer in the amount of the Purchase Price, subject to the Permitted Exceptions (as hereinafter defined). The Title Commitment shall commit to insure title to the Property in the amount of the Purchase Price.
- (b) Seller will also deliver to Buyer within five (5) business days after the Effective Date of this Agreement, the most current survey of the Property in Seller's possession, if any; provided, however, that Seller makes no representation or warranty, express or implied, as to the accuracy of any such survey. In the event that Buyer elects to obtain an update to any existing survey delivered by Seller, or a new survey, then Buyer shall be solely responsible for the cost of any such updated survey or new survey. The survey delivered by Seller to Buyer, if any, together with any update to such existing survey or any new survey obtained by Buyer, is hereinafter collectively referred to as the "Survey", as applicable.
- 7. Objections to Title. Within ten (10) days from receipt of the Title Commitment and all documents referred to in the Title Commitment, Buyer shall give written notice to Seller of any objections or exceptions to title as shown on the Title Commitment or Survey. Any exceptions not objected to within that time period will be deemed approved by Buyer as "Permitted Exceptions". In the event Buyer timely delivers this notice to Seller, Seller will have ten (10) business days after the delivery of the notice within which to elect whether or not to cure each objection. Seller shall be

deemed to have elected not to cure any objections that Seller does not elect to cure within that time period. Seller shall cure any objections that Seller has elected to cure at least five (5) days prior to the Closing, except that voluntary liens or encumbrances may be cured prior to or concurrently with the Closing. In the event that Seller elects not to cure any objections or is deemed to have elected not cure any such objections, Buyer may, within seven (7) days after Seller has given notice of its refusal to cure or is deemed to have elected not to cure, waive its objections (in which event the exceptions shall be deemed to be "Permitted Exceptions"), or terminate this Agreement by written notice to Seller, in which case upon such termination Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money, together with any interest earned on the Earnest Money, shall be returned to Buyer, and Seller shall be entitled to retain the balance of Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money.

#### 8. Buyer Inspection; Indemnity; Disclaimers; Representations.

- (a) Seller shall, within fifteen (15) days after the Effective Date of this Agreement, provide Buyer with copies of all service contracts, current real estate tax bills/receipts, plans and specifications, insurance records, utility information and other documents regarding the ownership and/or operation of the Property as Buyer may reasonably request, but only to the extent in Seller's possession or control and not previously provided to Buyer (hereinafter collectively referred to as "Seller's Deliveries").
- Within sixty (60) days from the Effective Date of this Agreement, Buyer, or its agents, contractors or subcontractors, may enter upon the Property after reasonable prior notice to Seller to make any inspections, tests, surveys and studies which Buyer deems necessary and review the Seller's Deliveries, at Buyer's sole cost and expense (referred to herein as the "Inspection Period"). For purposes of this paragraph, two (2) business days' notice shall be deemed reasonable. Buyer will repair any damage to the Property caused by its inspections, and in addition, Buyer will INDEMNIFY AND HOLD HARMLESS Seller and its officers, directors, employees, agents and contractors, from and against all suits, claims, expenses (including, without limitation, reasonable attorneys' fees), losses, damages and liabilities of any kind or nature incurred by them arising out of the inspections by Buyer or its agents, contractors or subcontractors. Such indemnification shall survive the termination of this Agreement as provided herein. Buyer will have the option to cancel this Agreement by written notice to Seller within the Inspection Period, time being of the essence, and receive back Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money, together with any interest earned on the Earnest Money, and Seller shall be entitled to retain the balance of Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money, in which event the parties hereto will have no further obligations hereunder, which option Buyer will be deemed to have waived if such notice is not so timely given. Upon such cancellation of this Agreement, Buyer shall return to Seller all materials furnished to Buyer, including, without limitation, the Seller's Deliveries.
- (c) The Property is being sold by Seller to Buyer on an "AS IS, WHERE IS" BASIS ONLY, WITHOUT REPRESENTATIONS OR WARRANTIES,

EXPRESS OR IMPLIED, OR DISCLOSURES REQUIRED BY LAW, ALL OF WHICH BEING HEREBY WAIVED, AS TO THE CONDITION, FITNESS, MERCHANTABILITY OR HABITABILITY THEREOF OR AS TO USE FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY LOCAL, STATE OR FEDERAL ORDINANCES, REGULATIONS, STATUTES OR OTHER LAWS, INCLUDING. WITHOUT LIMITATION, ENVIRONMENTAL LAWS AND REGULATIONS OR ANY RESTRICTIVE COVENANTS, except as stated in subparagraph (e) below, and for purposes of evaluating these aspects of the Property not warranted by Seller, Buyer is relying solely upon its right to inspect the Property during the Inspection Period, including, without limitation, the condition of the surface and subsurface. Seller will have no liability to Buyer with respect to the condition of the Property and BUYER WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST SELLER arising therefrom in the future. Seller and Buyer acknowledge that this basis upon which the Property is being sold was a material factor in reaching an agreement on the Purchase Price. Buyer agrees to reconfirm the provisions of this paragraph in the special warranty deed from Seller to Buyer delivered at Closing as provided below.

- (d) During the Inspection Period, Buyer, at its own cost and expense, may perform such environmental testing as Buyer deems necessary.
  - (e) Buyer hereby acknowledges and agrees as follows:
- (i) The Property was previously used for industrial activities. In addition, there are existing underground tanks located on the Property, subject to the right of Buyer to confirm during the Inspection Period that such tanks have been drained, cleaned and filled with concrete in accordance with applicable legal requirements.
- (ii) Groundwater contamination with respect to the Property, including under the building located on the Property (the "Building"), has been identified as specifically set forth in the Environmental Reports to be provided to Buyer pursuant to Section 9(a) below (hereinaster referred to as the "Groundwater Contamination").
- (iii) Seller intends to submit an application (the "Application") to the Connecticut Department of Energy and Environmental Protection (the "DEEP") for the establishment of Environmental Land Use Restrictions ("ELURs") with respect to the Property. Seller intends to file such Application on or before the expiration of the Inspection Period, or as soon thereafter as is reasonably practicable, and Seller shall promptly deliver a copy thereof to Buyer. Buyer acknowledges that, upon approval by DEEP, such ELURs shall be recorded in the land records of the Town of Watertown, Connecticut, will be binding upon all present and future owners of the Property, and will result in the imposition of certain use restrictions with respect to the Property.
- (iv) In the event that such Application shall not have been approved by DEEP prior to the Closing, Seller shall, at its cost, continue to proceed with such Application until approval thereof is obtained from the DEEP. In the event that such Application is rejected by the DEEP after Closing, Seller shall remain liable

for the remediation or mitigation of the Groundwater Contamination as required pursuant to applicable law. If approval of the Application has not been obtained prior to Closing, Buyer shall grant to Seller at Closing all necessary licenses and/or easements for Seller's employees, agents and contractors to enter upon the Property as may be necessary or required to obtain final approval of the Application from DEEP and/or to perform such remediation or mitigation of the Groundwater Contamination as may be required by applicable law.

- In connection with the Groundwater Contamination, Seller has installed six (6) groundwater monitoring wells outside of the Building located on the Property and six (6) groundwater monitoring wells inside the Building. At Closing, Buyer shall grant to Seller all necessary licenses and/or easements as may be necessary for Seller's employees, agents and contractors to enter upon the Property, including inside the Building, to monitor, repair and/or replace such groundwater monitoring wells as necessary. Seller anticipates that such monitoring shall be required on a quarterly basis for a period of one (1) year, provided that Seller shall have the right to continue monitoring, repairing and/or replacing such wells as long as such monitoring is required. Seller shall provide Buyer with prior written notice of Seller's intention to perform any such work in accordance with the provisions of Section 9(c) below, and all such work shall be performed on such dates and at such times so as not to unreasonably interfere with Buyer's use of the Property. Buyer and Seller shall provide to each other contact information to be used in connection with such monitoring activities, including but not limited to e-mail addresses for such contacts, and e-mail communications shall constitute written notice for purposes of this Section 8(e)(v) and Section 9(e) below. Upon completion of such monitoring period, and upon obtaining all necessary approvals, Seller shall, at its cost, close and plug such monitoring wells.
- If Buyer elects to proceed to purchase the Property after the environmental investigation performed by Buyer, at its own cost and expense, as provided herein, then Buyer from and after the Closing shall be solely responsible for any remediation costs (including removal) associated with any hazardous materials now or hereafter existing on the Property, except that Seller shall remain liable for all costs and expenses in connection with (i) obtaining final approval of the ELURs from DEEP, (ii) any remediation or mitigation of the Groundwater Contamination as may be required by applicable law, or (iii) the monitoring, repair, replacement and closure of the groundwater monitoring wells. Prior to performing any excavations or borings on the Property, Buyer shall obtain the prior consent of Seller as to the location of such excavation or boring, which consent shall not be unreasonably withheld or delayed; the parties agree that it shall be reasonable for Seller to withhold its consent if a proposed boring or excavation will potentially damage the foundation or structure of the Improvements. In the event that Buyer elects to terminate this Agreement during the Inspection Period as provided herein, Buyer shall provide to Seller all documentation relating to the environmental testing performed by Buyer as provided herein, together with all Environmental Reports, the Application and other documentation provided by Seller to Buyer pursuant to Sections 6(c) and 6(e)(iii) above (hereinafter collectively referred to as the "Confidential Information"), which Confidential Information shall be and remain the sole and exclusive property of Seller,

and Buyer and its employees, agents and contractors, shall not, directly or indirectly, disclose, divulge, or make accessible in any manner to any third party, in whole or in part, nor shall Buyer or its employees, agents or contractors, use the same for its own benefit or for the benefit of any company with which it is affiliated, any such Confidential Information, except to the extent required by law.

- (g) Seller represents and warrants to Buyer that based solely upon its current, actual knowledge without independent investigation, review or inquiry:
- (i) Seller has received no notice of condemnation or contemplated condemnation proceedings affecting the Property or any part thereof;
- (ii) Seller is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware. Seller has full right, title, authority, and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and the officers of Seller who execute and deliver this Agreement and all documents to be delivered to Buyer hereunder are and shall be duly authorized to do so. This Agreement is fully binding on and enforceable against Seller except as limited by bankruptcy or other laws and general principles of equity.
- (iii) Seller is not a Foreign Person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1954, as amended, and any applicable regulations thereunder.
- (iv) Seller has received no official notice of violation of any zoning, building, land use, environmental or other law or ordinances pertaining to the Property, and, to the best of Seller's knowledge, Seller has received no unofficial notice of violation of any zoning, building, land use, environmental or other law or ordinances pertaining to the Property.
- (v) Seller is not aware of any pending or threatened litigation pertaining to the Property or which may affect its ability to convey the Property to Buyer.

### (h) Buyer represents and warrants to Seller that:

(i) Buyer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Connecticut. Buyer has full right, title, authority, and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and the officers of Buyer who execute and deliver this Agreement and all documents to be delivered to Seller hereunder are and shall be duly authorized to do so. This Agreement is fully binding on and enforceable against Buyer except as limited by bankruptcy or other laws and general principles of equity.

(ii) Buyer is not a Foreign Person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1954, as amended, and any applicable regulations thereunder.

All of Seller's representations and warranties shall survive the Closing and the delivery of the Deed for a period of twelve (12) months after the Closing and delivery of the Deed hereunder.

#### 9. Environmental Matters/Connecticut Transfer Act.

- (a) Seller will deliver to Buyer within five (5) business days after the Effective Date of this Agreement, the written environmental reports, investigations and studies identified on Exhibit "B" attached hereto and made a part hereof (each, an "Environmental Report" and collectively the "Environmental Reports") regarding the Property; provided, however, that Seller makes no representations or warranty, express or implied, as to the accuracy of any such Environmental Report. In the event that Buyer elects to obtain an update to any existing Environmental Report delivered by Seller, or a new Environmental Report, then Buyer shall be solely responsible for the cost of any such updated or new Environmental Report. Seller represents and warrants to Buyer that, to the best of its knowledge, the Seller Environmental Reports are the only environmental reports that Seller has obtained with respect to the Property.
- The parties acknowledge that the Property may constitute a parcel of land that is or contains an "establishment" as defined in the Connecticut Transfer Act (Connecticut General Statutes, as amended, §§22a-134 through 22a-134e (the "Transfer Act"). In the event that a filing is required under the Transfer Act, Seller shall be "certifying party" as defined in the Transfer Act, for the contemplated transfer only, with respect to any filing required for compliance with the Connecticut Transfer Act. Seller, at its sole cost and expense, shall prepare the appropriate Transfer Act form and supporting documentation (including the Environmental Condition Assessment Form), pay all fees, submit the Transfer Act forms and supporting documentation to DEEP within ten (10) days of the Closing, and shall be responsible for the performance of any further remediation of the Property to the extent required to fulfill Seller's obligations under the Connecticut Transfer Act, including any investigations, reporting, remedial actions, and monitoring of environmental conditions into the future necessary or required in satisfaction of Seller's Transfer Act obligations. Seller shall be responsible for obtaining any and all consents and approvals of DEEP under the Transfer Act. Buyer acknowledges that Seller has been and will continue to follow a remedial action plan for the Property, and will seek, to the extent allowed by applicable law, an ELUR. Seller's remediation obligations hereunder are referred to as the "Transfer Act Work."
- (c) Seller has caused to be installed certain groundwater monitoring wells on the Property. Buyer agrees that these wells shall remain in place and accessible to Seller during any time that it is required to monitor groundwater. In the event any well must be relocated or is destroyed due to site development, construction

or operation activities by Buyer, Buyer shall immediately notify Seller of such condition. Buyer shall be responsible for replacing the wells.

- Buyer acknowledges and agrees that, as provided in Section 8(e) above, an ELUR is part of the remediation plan for the Property and may be imposed on the Property or portions thereof to provide notification of the existence of residual contamination in the soil and groundwater and to prohibit use of the groundwater on the Property for drinking or domestic purposes, and prohibition of residential use of the Property (except as expressly allowed under the provisions of the ELUR). Any imposition of any ELUR shall be subject to the review and approval of the DEEP. Seller does not represent or warrant that the proposed ELUR will be acceptable or approved by DEEP and, therefore, Seller reserves all rights to modify the limits and restrictions of the ELUR as required for acceptance by DEEP. Seller shall pay or reimburse Buyer for any and all fees, costs or expenses that are necessary in order to file such ELUR on the land records in the Town of Watertown. Seller shall be responsible, at Seller's sole cost and expense, to obtain any subordination or release of any matter existing prior to the Closing Date that may be necessary or required in order to impose the ELUR. Buyer shall be responsible, at Buyer's sole cost and expense, to arrange for and obtain any subordination or release of any matter created or arising on or after the Closing Date that may be necessary or required in order to impose the ELUR.
- Pursuant to the licenses and/or easements granted as contemplated in Section 8(e)(v) above, Seller, its successors and assigns shall have rights of access and use of the Property to the full extent necessary to complete the Transfer Act Work, including without limitation any groundwater monitoring. Buyer agrees to cooperate with Seller, at no cost to Buyer, in connection with Seller's performance of the Transfer Act Work and any other work necessary for DEEP's approval of the ELUR. Such cooperation includes but is not limited to executing an ELUR as "Grantor" should imposition of the ELUR occur after Closing. Buyer acknowledges and agrees that groundwater monitoring wells are present on the Property in the areas shown on the Survey and as described in the Seller Environmental Reports and that after Closing Seller shall have reasonable access to such wells and the right to install wells, if necessary, in order to comply with its obligations under the Connecticut Transfer Act and other applicable environmental laws, and in connection with the Transfer Act Work. Buyer agrees that so long as Seller has ongoing groundwater monitoring Transfer Act Work obligations, Buyer shall not unreasonably interfere with Seller's access to any and all such groundwater monitoring wells. Seller agrees that it, or its consultants, shall provide no less than forty-eight (48) hours written notice to Buyer prior to entering onto the Property to perform the Transfer Act Work, and shall use reasonable efforts not to disrupt Buyer's or any tenants activities on the Property when performing such Transfer Act Work. Written notice shall include but not be limited to electronic (email) communication. Buyer shall identify a site contact to be notified by Seller. To the extent that any Transfer Act Work includes the installation of borings or monitoring wells or the conduct of remedial or excavation activities, Seller shall provide Buyer with five (5) business days prior written notice that shall include a reasonably detailed scope of work in order for Buyer to facilitate Seller's access requirements and to ensure that

the proposed activities do not unreasonably interfere with Buyer's or any tenant's activities on the Property. Buyer agrees to notify seller of any subsurface utilities or structures installed by Buyer subsequent to transfer and to communicate the location of such subsurface items to the Seller or the Seller's contractors and consultants prior to the installation of borings or monitoring wells. Seller agrees to promptly restore the Property to its original condition, normal wear and tear excepted, including, without limitation, repair of asphalt and improvements however shall not be responsible for consequential damages resulting from such activities. To the extent that any waste materials are generated or excavated during Seller's Transfer Act Work, Seller shall dispose of such waste materials off-site and shall sign all shipping documents and manifests as the generator of such wastes. Seller agrees to provide Buyer with a certificate of insurance for a comprehensive commercial general liability insurance policy insuring the persons or entities performing the Transfer Act Work. All said policies shall have minimum limits of Two Million Dollars (\$2,000,000.00) and name Buyer as an additional insured. Seller shall provide Buyer with copies of all reports, documents and correspondence to and from the DEP regarding the Seller's Transfer Act Work at the Property. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims, actions, liabilities, damages and costs which may be incurred by Buyer arising out of Seller's post-Closing access to the Property and Seller's performance of the Transfer Act Work. The obligations of Buyer hereunder shall run with the land and shall be binding upon any future owner of the Property.

- (f) After Closing, Buyer shall consent to and comply with the terms of the ELUR. In the event that construction on the Property will result in disturbance of the site soils Buyer shall be solely responsible for assuring that any improvements constructed do not adversely affect the current status or extent soil or groundwater impacts. Further, in such event, Buyer shall be solely responsible for taking all such actions to comply with the state environmental remediation standard regulations (i.e., RSRs) and to restore the Property to meet the requirements of the ELUR. Nothing in this Section 9, however, shall be interpreted to prohibit Buyer from taking such remedial steps as may be necessary or required to alter the restricted areas and, in accordance with the terms of the ELUR, seeking a release, in whole or in part, of the ELUR, at Buyer's sole cost and expense.
- (g) If this Agreement is terminated by either party for any reason as permitted in this Agreement, any and all documents and information in any form delivered to Buyer by Seller (including without limitation the Seller Environmental Reports) or otherwise obtained by Buyer from Buyer's environmental review of the Property shall remain confidential. In such event, Buyer shall promptly return all such information delivered by Seller and in Buyer's possession, if any, to Seller. Except as may be required by applicable law, Buyer shall not transmit, provide, communicate, discuss or disclose any such information to any party (other than Buyer's legal counsel and professional environmental consultants) without the written consent of Seller.
- (h) The obligations under this Section 9 shall survive the Closing and delivery of the Deed (as hereinafter defined) until receipt of a Licensed Environmental Professional's ("LEP") verification that the Property has been investigated, remediated

and monitored as required in accordance with the Transfer Act or upon DEEP's written approval of such investigation, remediation and monitoring as the case may be, and (b) the expiration of any audit or appeal period which may be applicable to such LEP verification, provided that if an audit is conducted or an appeal taken, this Agreement shall not terminate until the audit or appeal is fully resolved so that no further investigation, remediation and monitoring are required in accordance with the Transfer Act or other applicable Environmental Laws or until such time as Buyer has conveyed the Property to a subsequent purchaser, whichever comes first; provided, however, that the conveyance of the Property to a subsequent purchaser shall not terminate the obligations of Seller hereunder so long as such subsequent purchaser grants all necessary access rights to Seller as provided herein to permit Seller to perform its obligations hereunder. "Environmental Laws" means any applicable federal, state or local laws (including common law), statutes, codes, judicial or administrative orders, ordinances, permits, rules or regulations relating to or affecting the environment, pollution, land use, chemical use, natural resources, public health and safety, or the use, storage, handling, recycling, transport, disposal, or clean-up of Hazardous Substances. "Hazardous Substances" means any hazardous, toxic, pollutant, waste, material or substance, regulated or defined by any Environmental Law including, without limitation, petroleum, petroleum by-products and wastes, asbestos and polychlorinated biphenyls.

- (i) Indemnification by Seller. Seller shall indemnify, defend and hold harmless Buyer, its successors, affiliates, and any officer, director, employee, shareholder, agent and representative of the foregoing (collectively "Buyer Indemnified Parties"), from and against any claims, losses, liabilities, penalties, demands, suits, judgments, orders, actions and costs suffered, sustained or incurred by or claimed against a Buyer Indemnified Party arising from or related to (i) Seller's failure to comply with its obligations under this Section 9, (ii) the release or generation of a Hazardous Substance onto or at the Property by Seller or its agents, employees, contractors or invitees after the date hereof and prior to the Closing, or (iii) the violation of any Environmental Laws applicable to the Property by Seller or its agents, employees, contractors or invitees after the date hereof and prior to the Closing.
- 10. Condition to Closing. Buyer's obligation to purchase the Property shall be conditioned upon Buyer being licensed by the State of Connecticut to manufacture medical cannabis on or before January 31, 2014. In the event that Buyer is not licensed by the State of Connecticut to manufacture medical cannabis on or before January 31, 2014 and provided Buyer has delivered to Seller written notice of its desire to terminate this Agreement to be received by Seller on or before the expiration of the Inspection Period, this Agreement shall terminate, Buyer shall receive back Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money, together with any interest earned on the Earnest Money, and Seller shall be entitled to retain the balance of Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money and the parties hereto will have no further obligations hereunder, except with respect to Buyer's obligations under Section 8 and any other provisions herein intended to survive termination. Notwithstanding anything herein to the contrary, so long as Buyer shall diligently continue to seek licensure by the State of Connecticut and shall not otherwise be in default hereunder, Buyer may extend the Closing date set forth

herein by up to six (6) consecutive periods of one (1) month each upon payment to Seller of a non-refundable extension fee of Five Thousand and No/100 Dollars (\$5,000.00) per month. Such extension fees shall be credited to the Purchase Price at Closing, otherwise they shall be non-refundable to Buyer. Upon such termination of this Agreement, Buyer shall return to Seller all materials furnished to Buyer, including, without limitation, the Seller's Deliveries. In the event that Buyer does not terminate this Agreement pursuant to the contingency set forth herein on before the expiration of the Inspection Period, this contingency shall be deemed to be waived by Buyer and this Agreement shall continue in full force and effect.

- 9. <u>Closing</u>. The "Closing" under this Agreement will take place on a mutually agreeable date not later than fifteen (15) days after the later to occur of (i) expiration of the Inspection Period, or (ii) the satisfaction of the condition to Closing set forth in Section 10 above. In the event that the Closing does not occur within such time period, either party thereafter may deliver written notice to the other party requiring that Closing occur within ten (10) days after such written notice, TIME BEING OF THE ESSENCE. At Closing, in addition to the other items herein required to be delivered by the parties hereto, Seller will deliver or cause to be delivered to Buyer:
- (a) A warranty deed conveying the Property to Buyer, duly executed and acknowledged, which deed will convey to Buyer good and marketable fee simple title to the Property subject to the Permitted Exceptions, including without limitation, all matters of record and any encroachments or other matters affecting title to the Property reflected on the Survey; and
- (b) An Assignment and/or a Bill of Sale, as applicable, assigning and conveying to Buyer the Appurtenances, in form and content reasonably acceptable to Buyer and Seller.

At Closing, Buyer will pay to Seller, in cash or immediately available funds, the Purchase Price (subject to the prorations set forth in Section 11 below), less the Earnest Money being applied thereto. Notwithstanding anything herein to the contrary, Buyer hereby expressly acknowledges and agrees that the deed for the Property shall contain a provision restricting the use of the Property to industrial use in accordance with any such provision imposed by the ELUR.

- 10. <u>Prorations</u>. All taxes, general and special, and all assessments, including state, county, school, municipal and all other taxes whatsoever (exclusive of rebates, penalties or interest) in connection with the Property will be prorated at Closing with an effective proration date being as of the date of the Closing.
- 11. <u>Delivery of Possession</u>. On the date of Closing, Seller will deliver possession of the Property to Buyer, free of all tenants, other occupants or personal property.

#### Defaults and Remedies.

- (a) If, at the time of the Closing, Buyer performs or tenders full performance of all of Buyer's covenants and agreements herein set forth and Seller fails or refuses to consummate this Agreement for any reason other than Seller's inability to meet the title requirements set forth in Section 6 above or for which an exclusive remedy is elsewhere provided, then Buyer may, within ten (10) days following Seller's receipt of written notice from Buyer, as Buyer's sole remedies, either: (i) terminate this Agreement and receive back the Earnest Money; or (ii) bring suit against Seller for specific performance of this Agreement; provided, however, that failure to file any such suit within thirty (30) days after the scheduled date of Closing shall be deemed a waiver of such remedies and an election to terminate this Agreement and receive the Earnest Money.
- (b) If, at the time of Closing, Seller has performed or tendered full performance of all of Seller's covenants and agreements herein set forth and Buyer then fails or refuses to consummate this Agreement for any reason other than that for which an exclusive remedy is elsewhere provided, and Buyer fails or refuses to consummate this Agreement within seven (7) days after Seller gives notice of intended termination, then Seller may, as Seller's sole remedy, terminate this Agreement and receive the Earnest Money as liquidated damages. All parties hereto agree that Seller's actual damages, in event of default by Buyer, would be very difficult to ascertain because of the uncertainties of the real estate market and fluctuating property values between the date of this Agreement and date of breach, and the difference of opinion with reference to such matters; consequently, the parties have thus agreed upon the liquidated damages as provided herein.
- (c) In the event either party hereto becomes entitled to the Earnest Money, or a portion thereof, as liquidated damages or upon cancellation of this Agreement in accordance with its terms, Buyer and Seller covenant and agree to deliver a letter of instruction to the Title Company directing the disbursement of the Earnest Money, or portion thereof, to the party entitled thereto. In the event either party hereto fails or refuses to sign or deliver such an instruction letter when the other party is entitled to a disbursement of the Earnest Money, or applicable portion thereof, the party so failing or refusing to sign or deliver such letter will pay, upon the final order of the court with appropriate jurisdiction that such other party is entitled to a disbursement of the Earnest Money, or applicable portion thereof, all reasonable attorneys' fees and other costs incurred by the Title Company and the party so entitled to the Earnest Money in connection with its recovery thereof.
- 13. <u>Closing Costs</u>. Buyer and Seller hereby agree that closing costs shall be apportioned as follows at Closing:
  - (a) Seller agrees to pay for:
- recording of the deed and any other instrument used to convey the Property from Seller to Buyer;

- (ii) Seller's attorneys' fees;
- above:
- (iii) Real estate taxes prorated in accordance with Section 12

Title Company;

- (iv) One-half (1/2) of the Escrow fees, if any, charged by the
- (B) (B)

deed; and

- (v) All transfer taxes, if any, due upon the recording of the
- (vi) The Commission, as defined below.
- (b) Buyer agrees to pay for:
- (i) The cost of the Owner's Title Insurance Policy and any Lender's Title Insurance Policy;
  - (ii) Buyer's attorneys' fees;
  - (iii) The cost of a new or updated Survey;
  - (iv) The cost of any environmental testing performed by Buyer;
  - (v) Real estate taxes prorated in accordance with Section 12
- above; and
- (v) One-half (1/2) of the Escrow fees, if any, charged by the
- (c) All other costs, charges and expenses in connection with the closing of this transaction will be allocated between Buyer and Seller in accordance with the customary practices in Litchfield County, Connecticut.

#### 14. Casualty and Condemnation.

(a) In the event that all or any material portion of the Property is damaged or destroyed by fire or other casualty after the Effective Date, and before the Closing, either Seller or Buyer may terminate this Agreement by written notice to the other party given within twenty (20) days after the occurrence of such casualty, but in any case prior to the date of Closing. Buyer hereby acknowledges that Seller self-insures the Property. If neither Seller nor Buyer elects to terminate this Agreement, then Seller and Buyer shall mutually agree upon a credit to the Purchase Price to reflect the reduction in value of the Property as the result of such casualty. In the event that Seller and Buyer are unable to agree upon such credit at least ten (10) days prior to the date of Closing, then this Agreement shall automatically be deemed to be terminated. Upon the termination of this Agreement as provided herein, Five

Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money, together with any interest earned thereon, shall be returned to Buyer, and Seller shall be entitled to retain the balance of Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money, and both parties shall be released from all liability hereunder, except for Buyer's indemnification obligations pursuant to Section 8(b) above.

- In the event that all or any "material portion" of the Property shall be taken in condemnation or under the right of eminent domain after the Effective Date and before the Closing, Buyer may, at its option, terminate this Agreement by written notice thereof to Seller within ten (10) days after Seller notifies Buyer of the condemnation, but in any case prior to the date of Closing, in which event Buyer shall receive an immediate refund of Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money, together with any interest accrued on the Earnest Money, and Seller shall be entitled to retain the balance of Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money. In the event Buyer fails to timely deliver written notice of termination as described above, Buyer shall be deemed to have elected to proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event, Seller shall deliver to Buyer at the Closing any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding or assign to Buyer Seller's rights to such proceeds and there shall be no reduction in the Purchase Price. If the taking does not involve a "material portion" of the Property, then Buyer shall be obligated to close the transaction contemplated herein according to the terms hereof, notwithstanding such taking, and Seller shall deliver to Buyer at the Closing any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding and assign to Buyer Seller's rights to such proceeds, and there shall be no reduction in the Purchase
- (c) Subject to the foregoing provisions of this Section, risk of loss until Closing shall otherwise be borne by Seller.
- 15. <u>Notices</u>. Any notice to be given by either party to this Agreement will be given in writing and may be effected by personal delivery or by overnight delivery through a reputable national or international overnight delivery service, such as Federal Express or DHL, charges prepaid, and addressed as follows:
  - (a) To Seller:

PPG Architectural Finishes, Inc.
One PPG Place
Pittsburgh, PA 15272
Attn: Manager, Real Estate Leasing/
Acq. & Disp.
Telephone: 412-434-3567

Facsimile: 866-480-5345 Email: ladesic@ppg.com With a copy to:

Matthew D. Whitworth, Esquire Meyer, Unkovic & Scott LLP 535 Smithfield Street, Suite 1300

Pittsburgh, PA 15222

(b) To Buyer:

TheraPlant, LLC 159 Nunzio Drive Plantsville, CT Attn:

With a copy to:

Kenneth R. Slater, Jr., Esquire

Halloran and Sage LLP One Goodwin Square 225 Asylum Street Hartford, CT 06103

(c) To Title Company:

Stewart Title Guaranty Company 280 Trumbull Street, 22nd Floor

Hartford, CT 06103

Attn: Matthew J. Cholewa, Esq.

- Real Estate Commission; Indemnity. Seller and Buyer hereby agree that they will, at all times, hereafter INDEMNIFY AND HOLD HARMLESS one another and their heirs, executors, administrators, successors and assigns, from and against any and all claims, losses, costs, expenses, liabilities and/or damages, including, without limitation, reasonable attorneys' fees, which the other, and that party's heirs, executors, administrators, successors or assigns, may hereafter incur, suffer or be required to pay to any individual or entity by reason of a real estate commission due by the indemnifying party in connection with the purchase and sale contemplated under this Agreement, except for any commission due Broker (as hereinafter defined). Buyer hereby represents and acknowledges that it has not dealt with any real estate broker other than Toby Brimberg from O, R & L Commercial, LLC (hereinafter referred to as "Broker"). Seller hereby agrees to pay a commission ("Commission") to Broker pursuant to a separate agreement with Broker. The Commission will be paid by Seller if, as and when the Purchase Price is paid to Seller. If consummation of the transaction hereunder is prevented for any reason, then Broker will not be entitled to any commission whatsoever.
- Exhibits. All exhibits referred to herein are attached hereto and are fully incorporated herein by reference and made a part hereof for all purposes.
- 20. Binding Effect: Entire Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the agreements of the parties hereto, and there are no other agreements, oral or written, in existence which affect the transaction and which are prior in time to this Agreement. SELLER HAS NOT MADE, AND WILL NOT BE DEEMED TO HAVE MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE PROPERTY UNLESS SAID

# REPRESENTATION OR WARRANTY IS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN SOME OTHER DOCUMENT EXECUTED BY SELLER AND BUYER AT OR PRIOR TO THE CLOSING.

Environmental Release by Buyer. Except as otherwise provided in Section 9 above in connection with Seller's obligation to complete any requirements of the Transfer Act, as of the Closing, Buyer, for itself and its successors and assigns, hereby fully and irrevocably releases Seller, and Seller's past, present and future parents, subsidiaries, affiliates, predecessors, successors and assigns and the officers, directors, shareholders, members, managers, partners, agents, representatives, insureds, insurers and employees of any of them (hereinafter collectively referred to as the "Seller's Group"), from any and all claims, causes of action, liabilities, losses, harms, damages, fines, penalties, injuries, restoration costs and other costs (hereinafter collectively referred to as the "Claims"), other than Claims against Seller proven to be based on Seller's intentional fraud or breach of Seller's representations expressly set forth in this Agreement or, if the Application for ELURs is rejected after Closing, Claims relating to Scller's failure to remediate or mitigate the Groundwater Contamination existing as of the date hereof to the extent that such remediation or mitigation shall be required pursuant to any applicable laws, that Buyer has or may hereafter acquire against Seller and the other members of Seller's Group (or any of them), whether foreseen or unforeseen, known or unknown, arising from or related to any defects, errors or omissions on or in the Property, the presence of environmentally hazardous, toxic or dangerous substances, or any other conditions (whether patent, latent or otherwise) affecting, on, from or about the Property and compliance or noncompliance with any environmental laws applicable to the Property, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §651 et seq (hereinafter collectively referred to as the "Environmental Laws"). Buyer further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown Claims, to suspected Claims and to Claims arising under state, federal and local statute, rule, regulation and at common law and in equity. As a material covenant and condition of the conveyance of title to the Property and this Agreement, Buyer agrees that in the event of any such defects, errors or omissions, the presence of environmentally hazardous, toxic or dangerous substances, or any other conditions affecting the Property, other than the Groundwater Contamination, Buyer shall look solely to third parties unrelated to Seller, if any, for any redress or relief. Notwithstanding anything to the contrary set forth above, Buyer hereby agrees that: (i) Buyer shall not assert any Claims against Seller based upon Seller's breach of Seller's express representations in the event that the damages alleged to be incurred by Buyer are less than Fifty Thousand and No/100 Dollars (\$50,000.00), (ii) the total liability of Seller hereunder for Claims proven to be based on Seller's breach of Seller's express representations or Claims relating to the Groundwater Contamination shall not exceed the Purchase Price of the Property, and (iii) any such Claims against Seller must be asserted within two (2) years of the Closing, and any Claims asserted against Seller more than two (2) years after Closing

shall be null and void and shall be prohibited pursuant to the terms of this Agreement.

- 22. <u>Modification of This Agreement</u>. This Agreement may not be modified or amended except by a subsequent agreement in writing signed by Seller and Buyer. Buyer and Seller may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver will be effective only if in writing and signed by the party waiving such condition or obligation.
- 23. <u>Continuing Liability</u>. Any covenant or agreement herein which contemplates performance after the time of the Closing will not be deemed to be merged into or waived by the instruments of Closing, but will expressly survive and be binding upon the parties obligated thereby.
- 24. <u>Multiple Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, but such counterparts will together constitute one and the same instrument.
- 25. Enforceability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 26. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment agrees to pay the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.
- 27. Continued Marketing. Until the expiration or earlier waiver of the Inspection Period by Buyer, Seller may solicit "back up" offers to purchase the Property during the pendency of this Agreement. No offer will be accepted unless it includes notification of the existence of this Agreement and the contingency that no obligation to sell will arise until this Agreement is terminated.
- 28. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Connecticut, and venue for purposes of any judicial proceedings relating to this Agreement will be in Litchfield County, Connecticut.
- 29. <u>Captions</u>. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any provisions hereof.
- 30. <u>Time of the Essence</u>. Except as specifically provided in Section 11 above, time is of the essence of the performance of Seller's and Buyer's obligations hereunder.

- 31. Gender and Number. Words of any gender used in this Agreement will be construed to include any other gender and words in the singular number will be construed to include the plural, and vice versa, as the context may require herein.
- 32. <u>Construction</u>. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed to the interpretation of this Agreement or any amendments or exhibits hereto.
- 33. Assignment. Seller agrees that Buyer may assign this Agreement and its rights hereunder to a wholly-owned subsidiary or affiliate of Buyer, and Seller will simultaneously with the payment in full of the consideration, sell, convey, assign and transfer the Property, as provided herein, to such wholly owned subsidiary or affiliate of Buyer. Notwithstanding any such assignment, Buyer shall remain liable for all obligations and duties of Buyer hereunder, including but not limited to the indemnification and confidentiality provisions set forth herein.
- 34. Approval. The parties agree that Seller's obligation to sell the Property hereunder shall not be binding or in effect, notwithstanding anything to the contrary contained herein, unless the transaction contemplated hereby is approved by Seller's appropriate approval body or process required by Seller's corporate structure (the "Required Corporate Approvals") within twenty (20) days after the full execution of this Agreement. If, for any reason, including exercise of sole discretion, such Required Corporate Approvals are not obtained by such date, Seller may terminate this Agreement by written notice to Buyer given prior to the expiration of such twenty (20) day period, whereupon both parties shall be relieved of all obligations hereunder and the Earnest Money shall be returned to Buyer. Seller agrees it shall (i) submit the terms of the transaction contemplated hereby to its approval bodies for consideration within seven (7) days after the full execution of this Agreement, and (ii) communicate in writing to Buyer the decision of Seller's approval body promptly after such decision is reached but in no event later than twenty (20) days after Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

hereto as of the Effective Date.	o and the part
	SELLER:  PPG ARCHITECTURAL FINISHES, INC., a Delaware corporation  By:  Name: Timothy M. Knavish Title: Vice President
	BUYER: THERAPLANT, LLC, a Connecticut limited liability company
	By:
ACKNOWLEDGEN	MENT OF TITLE COMPANY
Title Company has joined herein that it has received the Earnest Money Earnest Money in accordance with the	n for the purposes of acknowledging unto Seller required hereunder and that it shall hold such provisions set forth herein.
	TITLE COMPANY: STEWART TITLE GUARANTY CORPORATION
	By: Name: Title:

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

### SELLER:

PPG ARCHITECTURAL FINISHES, INC., a Delaware corporation

### BUYER:

THERAPLANT, LLC, a Connecticut limited liability company

By: Y ( Law ) ( Luly )
Name: E + then 13 ub )
Title: Pre Siden T

# ACKNOWLEDGEMENT OF TITLE COMPANY

Title Company has joined herein for the purposes of acknowledging unto Seller that it has received the Earnest Money required hereunder and that it shall hold such Earnest Money in accordance with the provisions set forth herein.

# TITLE COMPANY:

STEWART TITLE GUARANTY CORPORATION

Name: Amy A. Arc

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# EXHIBIT "A" LEGAL DESCRIPTION

All that certain piece or parcel of land, with all improvements thereon, located on the southerly side of Echo Lake Road in the Town of Watertown, County of Litchfield and State of Connecticut, and shown on a map entitled, "MAP OF LAND To be conveyed to KEELER & LONG, INC. ECHO LAKE ROAD WATERTOWN, CONNECTICUT Scale 1"=50' October 1973 REVISED DEC. 3, 1997 certified substantially correct Edward L. Rueben, Surveyor HODGE SURVEYING ASSOCIATES, P.C.", which map is to be filed in the Watertown Town Clerk's Office, said parcel being more particularly bounded and described as follows:

Beginning at a point on the southerly highway line of Echo Lake Road, said point marking the northeasterly corner of land herein conveyed and northwesterly corner of land now or formerly of Alghras Vlsockis; thence running S 09° 40' 33" E a distance of two hundred one and fourteen hundredths (201.14) feet to a point; thence N 79° 35' 41" E a distance of twenty-six and eighty-two hundredths (26.82) feet to a point; thence S 89° 09' 49" E a distance of three hundred ninety-three and ninety hundredths (393.90) feet to a point on the westerly highway line of Park Road; thence S 09° 19' 26" W a distance of four hundred seventeen and eighty-six hundredths (417.86) feet to a point; thence continuing in a southerly direction on a curve to the right having a radius of one thousand one hundred fifteen and eighty-eight hundredths (1115.88) feet for a distance of one hundred ninety and eighty-one hundredths (190.81) feet to a point; thence N 70° 48' 00" W a distance of seven hundred fifty-two and five hundredths (752.05) feet more or less to a point; thence running N 26° 04' 23" E a distance of ninety-seven and fifty hundredths (97.50) feet to a point; thence N 09° 28' 04" W a distance of four hundred one and fifty hundredths (401.50) feet to a point on said southerly highway line of Echo Lake Road; thence N 80° 27' 35" E along said southerly line of Echo Lake Road a distance of three hundred fifty-eight and ninety-six hundredths (358.96) feet to a highway monument; thence continuing in a general easterly direction on a curve to the right having a radius of nine hundred thirty-five and no hundredths (935.00) feet for a distance of forty and thirty-three hundredths (40.33) feet to the point of beginning.

# EXHIBIT "B" ENVIRONMENTAL REPORTS

Title	Author	Doc Date	File Name
Environmental Condition Assessment Form	PPG	12/5/1998	
Environmental Due Diligence Assessment – Phase I	ERM	11/25/97	Phase I Assessment Keeler and Long_1997.pdf
Environmental Due Diligence Assessment – Phase II	ERM	11/25/97	ERM Phase II_11_25_1997.pdf
Licensed Environmental Professional Determination Letter	CT DEP	2/2/98	Fax 2-4-98_LEP determination.pdf
Report: Soil Excavation and Disposal Activities During Containment Pad Installation	IT Group	9/22/99	IT Group Soil Excavation_disposal rpt 9_22_1999.pdf
Phase II and Phase III Environmental Investigations	Milone & MacBroom	2/10/11	MMI Phase II and III with COI Form.pdf
Remedial Action Plan Transmittal Form	PPG	1/18/12	MMI RAP Transmittal Form_jan 2012.pdf
Remedial Action Plan	Milone & MacBroom	1/18/12	MMI Soil Remediation Report jan 2013.pdf
Soil Remediation Report	Milone & MacBroom	1/4/13	MMI Remedial Action Plan_jan 2012.pdf
Clarification of memo dated 1/28/10	Milone & MacBroom		Note concerning 1_28_2010.pdf
Statement of Intent to Complete Investigation	PPG	3/9/10	PPG ltr to DEP 3_9_2010.pdf
Letter requesting schedule extension	PPG	4/30/10	PPG ltr to DEP 4_30_2012.pdf
etter describing change n remediation plans	PPG	11/22/11	PPG ltr to DEP 11_22_2011.pdf
Request for Completion of Investigation Report	CT DEEP		PPG_memo_DEP Request_COI Rpt attached 1_28_2010.pdf
Inderground Storage ank Closure Report	Shaw Environmental & Infrastructure	March	Shaw UST Closure Rpt 3_2004.pdf
nnual Update Report	Shaw Environmental		Update report 1998_UST removal_closure.pdf

# ESCROW AGREEMENT (ADDENDUM TO CONTRACT)

As of this 16th day of October, 2011, Stewart Title Guaranty Company
("Escrow Agent"), Theraplant LLC ("Buyer") and
PP Acchitectural Finishes Eve ("Seller") agree that the escrow provisions of the purchase
and sale agreement between Buyer and Seller regarding property at 856 Echolake RD
Wa fer town Connecticut (the "Agreement") dated

- Escrow Agent shall hold and dispose of the escrowed funds and/or documents (the "Deposit") in accordance with the terms and provisions of the Agreement and this Addendum.
- 2. All checks, money orders, drafts and wires will be processed in the normal course of business. Escrow Agent may commingle the Deposit with funds of others, and may, without limitation, deposit such funds in its trust or escrow account in a trust company, bank, or other financial institution of its choosing. Escrow Agent shall be under no obligation to invest the Deposit on behalf of any depositor, nor shall it be accountable for any incidental benefit attributable to the Deposit while it holds the Deposit.
- 3. Escrow Agent shall not disburse the Deposit except (i) in accordance with the terms of the Agreement, (ii) pursuant to joint written instructions of Buyer and Seller, or (iii) into any court of competent jurisdiction after a dispute regarding the Deposit has arisen, whereupon Escrow Agent's obligations hereunder shall terminate.
- 4. If there is a disagreement between Buyer and Seller concerning the Deposit, Escrow Agent may refuse to comply with the parties' claims or demands so long as the disagreement continues. In so refusing Escrow Agent shall make no delivery or other disposition of the Deposit, shall be liable to no one for such refusal, and shall be entitled to continue to refrain from acting until (i) the right of the adverse claimants shall have been finally adjudicated in a court of competent jurisdiction, or (ii) Buyer and Seller have notified Escrow Agent in writing that they have settled their differences.
- 5. Escrow Agent's fee for its services in holding and disbursing the Deposit shall be a reasonable fee not to exceed \$500.00, to be paid by Seller and Buyer equally, unless otherwise agreed. All fees, charges and expenses are due and payable on or before the settlement date stated in the Agreement, and any such amounts may be retained by Escrow Agent out of the Deposit. Additional amounts which may become due for any reason shall be promptly paid to Escrow Agent. Escrow Agent shall not be required to advance its own funds for any purpose, provided, if Escrow Agent advances funds, Escrow Agent shall be promptly reimbursed by the party for whom the funds are advanced, and such optional advance shall not be an admission of liability on the part of Escrow Agent.
- 6. Signed approval of closing statements or other accounting of funds shall authorize Escrow Agent to disburse funds as shown thereon and to deliver instruments held in escrow as set forth in the escrow instructions. Upon completion of the disbursement of funds and delivery of instruments, Escrow Agent shall be released and discharged of its escrow obligations hereunder.

- 7. Buyer and Seller are aware that Federal Deposit Insurance Corporation ("FDIC") insurance applies only to a maximum amount of \$250,000 for each individual depositor, and agree that Escrow Agent assumes no responsibility for, nor will Buyer and Seller hold it liable for, any loss which may arise from the fact that the aggregate amount of any individual depositor's account may exceed \$250,000 and that the excess amount is not insured by the FDIC.
- 8. Escrow Agent is acting in the capacity of a depository only and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall have been caused by Escrow Agent's gross negligence or willful malfeasance. Escrow Agent may rely upon, and shall be protected in acting or refraining from acting in reliance upon, any written notice or facsimile received by it and believed by it in good faith to have been signed by the party purporting to have signed the same. Seller and Buyer jointly and severally agree to indemnify and hold harmless Escrow Agent from any and all costs, damages and expenses, including but not limited to, courts costs and reasonable attorneys' fees, which may result from the obligations and duties of Escrow Agent (including those related to an Interpleader action), and do hereby jointly and severally release and walve any claims they may have against Escrow Agent which may result from its good faith performance or forbearance under this agreement including, but not limited to, a delay in the electronic wire transfer of funds.
- 9. Without limitation Escrow Agent shall not be liable for any loss or damage resulting from the following: {a) any defects or conditions of title to any property, except those insured against by a title insurance policy issued by Escrow Agent; (b) legal effect or desirability of any instrument prepared by it or exchanged by the parties hereto; (c) any default, error, action or omission of any other party; (d) the expiration of any time limit or other delay, unless such time limit was known to Escrow Agent and such loss is caused solely by the failure of Escrow Agent to proceed in its ordinary course of business; (e) any loss or impairment of funds deposited in escrow in the course of collection or while on deposit with a trust company, bank, savings bank or savings association resulting from the failure, insolvency or suspension of such institution; (f) Escrow Agent asserting or failing to assert any cause of action or defense in any judicial, administrative, or other proceeding either in the interest of itself or any other party or parties.
- 10. If the Deposit is to bear interest: Escrow Agent is authorized and directed to open an interest-bearing account or sub-account. Interest from this account shall accrue for the account of the parties to be divided pursuant to the Agreement. (Escrow Agent is unable to open an interest-bearing account until in receipt of a completed IRS Form W-9.)
- Any notice which may or must be given hereunder shall be addressed and delivered as set forth in the Agreement.
- The terms hereof shall not be modified or amended except by a writing signed by the Escrow Agent, Seller and Buyer.
- If there is any conflict between the terms of the Agreement and this Addendum, then the terms of this Addendum shall prevail.
- 14. This Addendum shall be construed, enforced and governed in accordance with the internal laws of the State of Connecticut, without regard to principles of conflicts of laws, and shall be

Interpreted without regard to any presumption or other rule requiring construction against the party which drafted an agreement.

15. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be one and the same agreement. Signatures transmitted by electronic means shall be deemed the equivalent of original signatures in ink.

SELLER

BUYER

by:

Timothy M. Knavish

Duly authorized

Duly authorized

STEWART TITLE GUARANTY COMPANY

by:

my DI Arrano

Duly authorized

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Connecticut Department of Consumer Protection Medical Marijuana Producer License Request for Application

Appendix A

Section F Item #41

**Surety Bond Commitment Letter** 



November 12, 2013

To: Department of Consumer Protection State of Connecticut

Medical Marijuana Program

165 Capitol Avenue, Room 145 Hartford, CT 06106-1630

RE: Theraplant, LLC

159 Nunzio Drive Plantsville, CT 06479

RE: \$2mm Medical Marijuana Producer performance Bond – for the Construction of a Production Facility

\$1.5mm Medical Marijuana Producer performance Bond – for the Operation of a Production Facility

To whom it may Concern,

Liberty SuretyFirst will favorably consider Theraplant, LLC requests to execute bonds related to the captioned above, subject to current underwriting information and/or conditions.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference requested by Theraplant, LLC & the State of Connecticut. Any specific bond request is a confidential matter between the Surety Company and Theraplant, LLC and subject to underwriting conditions at the time of bid or bond issuance.

Grahem Lovell
Liberty Surety First



# Connecticut Department of Consumer Protection Medical Marijuana Producer License Request for Application

Appendix A

Section F Item #69

**Financial Statement** 



# Connecticut Department of Consumer Protection Medical Marijuana Producer License Request for Application

Appendix A

Section M Item #88

**Security Plan** 

# Appendix A

# Question #88

Theraplant understands that the internal and external security of its facility is of primary importance. Toward that goal, Theraplant has retained the services of Jeff Lakey of Starlight Security, to assist with the development of our security protocols. Starlight Security has industry-specific experience with respect to security for medical marijuana facilities. From these protocols and with the input of its prospective local security contractors, Theraplant has created the security procedures described below. See, attached letter of reference from Jeff Lakey.

Theraplant has obtained quotes for the security equipment to be installed per our security plan. See Exhibit APA-1 for the list of equipment comprising the primary security system. For the list of equipment comprising the secondary back up, see Exhibit APA -2. All security equipment shall be kept in good working order and shall be tested at least two times per year, as required pursuant to R.C.S.A. § 21a-408-62(g).

Theraplant has contracted with AlliedBarton Security Services LLC ("Allied Barton") for the provision of security officers. See attached Security Officer Service Agreement. Allied Barton was recently named as one of 3 perferred secured service providers in a State of Connecticut RFP. See attached AlliedBarton proposal, which led to the aforementioned contract.

CustomVault and/or Monitor Controls will provide the equipment for the primary security system; BranchSERV and/or Monitor Controls company is providing the secondary system. Both companies have experience with pharmaceutical facilities and are experts as to the necessary equipment and protocols specific to pharmaceutical applications. The following conditions will trigger notification calls from the monitoring companies to Theraplant:

(a)Equipment-



Letter of Reference on behalf of client: Theraplant

September 14, 2013

Dear Sir/Madam,

Starlight Security Services which I founded after fourteen years of military service has seven years of private security and investigation experience. Previous company assignments and scope of work have included: executive protection, work place violence prevention for Fortune 500 and 100 companies, investigation, surveillance, security consulting, and industrial and private guard services.

My company also has experience developing security protocols and procedures for the emerging medical marijuana industry. Specifically in Colorado, where we created the security protocols and implemented security procedures for a 130,000 sq. ft. facility that in turn provided a safe, secure environment for employees to carry out their daily routines while still maintaining secure external and internal perimeters to the building itself.

Starlight has been consulting with management of Theraplant to develop their security practices and policies for their proposed facility in Watertown, Connecticut.

We have visited the Theraplant location and completed a comprehensive evaluation of the property building, and access points to both. We have also met with local law enforcement, in order to work in conjunction with them in creating Theraplant's protocols and security procedures.

It is my professional opinion that the practices Theraplant will employ to secure facility, staff, and all relevant stakeholders, are of the highest industry standards and will significantly exceed the requirements set forth by the state of Connecticut.

Jeff Lakey,

Founder/Owner

### SECURITY OFFICER SERVICE AGREEMENT

This AGREEMENT, made this 18th day of October, 2013, by and between AlliedBarton Security Services LLC (hereinafter "AlliedBarton Security Services"), 101 Huntington Avenue, Boston, MA 02199, with its principal place of business at Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428 and Theraplant LLC (hereinafter "Client"), Watertown, CT, is for security officer services at 856 Echo Lake Road, Watertown, CT.

In consideration of the mutual covenants herein, and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, AlliedBarton Security Services and Client agree as follows:

# Scope of Services

- 1. AlliedBarton Security Services shall provide security officer services in the amount and for the times and locations et forth in Addendum "A" attached hereto which is incorporated herein as if the same was set forth at length. AlliedBarton Security Services does not warrant or guarantee that the security services set forth in Addendum "A" constitute complete security at Client's location so as to prevent any incident, loss, theft. damage or injury (including death). Client agrees that AlliedBarton Security Services has not been engaged as a security consultant with respect to this location. AlliedBarton Security Services does agree to provide the services in a professional and diligent manner.
- 2. From time to time, Client may request a change in the services designated in Addendum "A." Such requested changes, to be communicated in writing, will be effective only upon AlliedBarton Security Services' written approval which AlliedBarton Security Services will reasonably grant. However, in no event will a refusal by AlliedBarton Security Services to approve requested changes constitute a breach of this Agreement or otherwise constitute cause for termination of this Agreement. The parties acknowledge and agree that Addendum A containing the Services solely governs AlliedBarton 's duties at Client's location(s).
- The purpose of any inspection of the premises at Client's location by AlliedBarton Security Services is solely to assist Client with its loss control program. The safe maintenance of those premises and operations and equipment on those premises, and the avoidance of unsafe conditions and practices, is the sole legal responsibility of Client.

### B. Personnel

- AlliedBarton Security Services is responsible for the hiring, training and supervision of all security officers assigned to Client's location. Should Client direct or supervise security officers, or alter or change the direction or supervision given to the security officers at its location by AlliedBarton Security Services, Client will be responsible for any damages, liabilities, claims or other consequences that may result.
- 2. In addition to the services set forth in Addendum "A" attached hereto, and in addition to any general or routine training provided by AlliedBarton Security Services to its security officers, AlliedBarton Security Services shall provide each of its employees assigned to Client's location with on-site training designed specifically for the needs of Client and its location as set forth on Addendum "A", which includes any applicable costs. Client may advise AlliedBarton Security Services on the substance and form of this training. The cost of any additional training over and above the hours listed in Addendum "A" will be billed at the applicable billing rate for the employee.
- 3. AlliedBarton Security Services shall provide uniforms for all assigned personnel. AlliedBarton Security Services will maintain these uniforms in good condition at AlliedBarton Security Services' sole cost and expense. AlliedBarton Security Services' personnel will not cany weapons of any kind, unless otherwise expressly set forth herein.
- 4. Security officers assigned to Client's location are employees of AlliedBarton Security Services, which is acting as an independent contractor. AlliedBarton Security Services will pay all appropriate compensation due and owing to its security officers and personnel, all employee contributions (i.e., pension, welfare, etc.), and all required payroll taxes and withholdings as levied by City, County, State and/or Federal authorities. AlliedBarton Security Services shall provide for all personnel administration of its employees assigned to Client's location.
- 5. AlliedBarton Security Services is entitled to assign personnel to Client's location in full compliance with applicable equal opportunity and civil rights law. Upon reasonable written notice, Client shall have the right to request in writing that any of AlliedBarton Security Services' employees whom it finds to be unacceptable be removed from its location. However, in no event will such a request by Client be made for reasons that would violate applicable law. Client agrees to defend, indemnify and hold AlliedBarton Security Services harmless of and from any liability for any reason resulting from any change in assignment of an AlliedBarton Security Services employee made at the request of Client.

6. Client acknowledges that AlliedBarton Security Services has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security officer or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by AlliedBarton Security Services in a supervisory capacity and assigned to Client's location for a period of one hundred eighty (180) days following the last date of that person's employment with AlliedBarton Security Services. In the event of a breach of this provision by Client, Client shall pay AlliedBarton Security Services the average weekly billing for such employee for four months as liquidated damages together with all legal fees, costs and disbursements arising from the breach of this provision.

# C. Term

- The term of this Agreement shall be for a period of one year—beginning on START DATE, 2013. This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) day written notice. This contract is contingent upon Theraplant receiving a license from the State of Connecticut.
- 2. Notwithstanding the above, this Agreement may be terminated by either party at any time, without cause, upon the giving of thirty (30) days prior written notice to the other party and the payment by Client to AlliedBarton Security Services for all Services rendered up to and including the effective date of termination.
- 3. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the nonperforming party. The nonperforming party shall have the opportunity to cure the non-performance or deficiency within that five-day notice period.
- 3. AlliedBarton Security Services shall have the right to immediately terminate this Agreement if Client: 1) shall apply for or consent to or have imposed upon it the appointment of a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; 2) make a general assignment for the benefit of creditors; 3) commence a voluntary case under the Federal Bankruptcy Code; 4) file a petition: seeking to take advantage of any other law providing for the relief of debtors; 5) in the event an Order for Relief is entered or. Client fails to controvert in a timely manner, or acquiesce in writing to, any petition filed against it in any involuntary case under the Federal Bankruptcy Code; or 6) acknowledge in writing its inability to make payment as required under this Agreement.



# D. Billing

- Client shall pay AlliedBarton Security Services for the performance of the Services and any other products and/or services provided by AlliedBarton Security Services hereunder at the rates ("Billing Rates") and charges set folh herein and on Addendum "A" without deduction or set-off. Client shall pay in full the amount of all invoices submitted to Client within fifteen (15) days of the invoice date.
- AlliedBarton Security Services will invoice on a weekly basis for all scheduled Services for the preceding weekly period (starting on Friday and ending the following Thursday) and any other products and/or services provided by AlliedBarton Security Services.
- a. The Billing Rates set forth in Addendum "A" attached hereto are valid for the first 12 months in which this agreement is in effect. The Billing Rates thereafter will be increased annually, effective as of the day immediately prior to the anniversary date of the Commencement Date in an amount equal to the greater of (i) the percentage increase determined pursuant to subsection D.2.b below and (ii) three percent (3%).

b. In the event that AlliedBarton Security Services experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from the imposition of: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to AlliedBaiion Security Services hereunder or by AlliedBarton Security Services to its personnel, or (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage and benefit costs under collective bargaining agreements and/or (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical, welfare and other benefits, including without limitation costs incurred by AlliedBarton pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in AlliedBarton Security Service's costs resulting from the items set forth in subclauses (1),(2) (3) and (4) ofthis paragraph. AlliedBarton Security Services will provide Client notice of such change in the Billing Rate. Notwithstanding anything contained in this Section to the contrary, AlliedBarton Security Services may pass through the costs set forth in sub-clauses (1)-(4) of this paragraph to Client as incun-ed or accrued and Client shall pay AlliedBarton for such costs. "Healthcare Reform Legislation Costs" shall mean the cost incurred by AlliedBarton in respect of the employee medical, welfare and other benefit requirements under the Patient Protection and Affordable Care Act of 2010 and the related statutes and regulations (as amended hereafter, the "Act").

- 4. AlliedBarton Security Services' fees and charges do not include any local, state, federal or foreign taxes; levies or duties of any nature ("Taxes"). Client is responsible for paying all Taxes in respect of AlliedBarton Security Services' services and amounts payable by Client hereunder, excluding only taxes based on AlliedBarton Security Services' income. If AlliedBarton Security Services has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to AlliedBarton Security Service unless Client provides AlliedBarton Security Services with a current, valid tax exemption certificate authorized by the appropriate taxing authority.
- 5. Client agrees to pay AlliedBarton Security Services one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid within fifteen (15) days of invoice date. In the event that legal action is required to collect on any past-due invoiced amount owed to AlliedBarton Security Services by Client under this Agreement, Client agrees to pay to AlliedBarton Security Services the costs and attorney fees incurred in such action.
- Hours worked on the holidays listed in Addendum "A" will be billed at a rate of time and Yz of the regular bill rate.

Temporruy additional coverage will be billed at a rate of time and Yz of the regular bill rate. Temporary additional coverage is defined as any coverage in excess of the hours listed in addendum "A" for the first thirty days of such additional coverage if increased permanently or for the duration of temporruy coverage.

### E. Property

- 1. Client recognizes and acknowledges that in performing its duties under this Agreement, AlliedBa ton Security Services may install and utilize proprietary software (hereinafter "Proprietruy Software"), a valuable, special and unique asset of AlliedBarton Security Services and/or third parties. This Proprietruy Software is and will remain the sole and exclusive property of AlliedBarton Security Services and/or those applicable third parties.
- Furthermore, any other property, equipment or supplies furnished by AlliedBarton Security Services to its personnel in performance of the services described in this Agreement shall remain the property of AlliedBarton Security Services and shall be returned to AlliedBarton Security Services at the expiration or termination of this Agreement.

# F. Insurance and Indemnification

- AlliedBarton Security Services shall maintain and provide, at its expense, appropriate Workers' Compensation coverage for its security officers and personnel assigned to Client's location at limits imposed by statute, to include Employer Liability coverage.
- AlliedBarton Security Services shall maintain for its own protection and benefit various other policies of insurance including Comprehensive General Liability coverage for its performance of security officer services at Client's location, among others.
- AlliedBarton Security Services shall maintain Automobile Liability insurance to cover its employee's operation of its owned, leased and non-owned vehicles. However, to the extent that Client requires AlliedBarton Security Services employees to drive Client's vehicles in performance of the services described in this Agreement, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00) aggregate. Such insurance will be primary for any loss or damage occurring for Client vehicles operated by AlliedBarton Security Services employees in performance of the services being provided under this Agreement.
- 4. Client agrees that AlliedBarton Security Services is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to is personnel and/or facilities or any other property resulting from fire, theft or other easualty, and Client waives any right of recovery and its insurers' right of subrogation against AlliedBarton Security Services for any loss or damage resulting from any such occurrence.
- 5. AlliedBarton Security Services will protect, defend, hold harmless and indemnify Client, its directors, officers and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") arising out of or as a direct result of the performance of the services being provided by AlliedBarton Security Services pursuant to this Agreement, provided that such Losses (1) are caused solely by the gross negligent failure of AlliedBarton Security Services to perform the security officer services being provided pursuant to this Agreement, or by other grossly negligent actions or omissions in the performance of those same services by AlliedBarton Security Services, or through the willful misconduct or unlawful activity of AlliedBarton Security Services; and (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from AlliedBarton Security Services' compliance with specific direction from Client.

Notwithstanding anything contained in this Agreement to the contrary, should AlliedBarton Security Services be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced and paid by Client to AlliedBarton Security Services or Five Thousand Dollars (\$5,000), whichever is less

- 6. Client shall protect, defend, hold harmless and indemnify AlliedBarton Security Services, its respective successors and assigns, and its directors, officers and employees from and against all Losses asserted against AlliedBarton Security Services arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses are (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property: and (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of AlliedBarton Security Services, or the failure of AlliedBarton Security Services to perform the services set forth in this Agreement.
- Under no circumstances will AlliedBarton Security Services be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.
- AlliedBarton has received a Certificate of SAFETY Act Designation from the 8. Department of Homeland Security, which identifies AlliedBarton's physical security guard services as a Qualified Anti-terrorism Technology ("QATT"). In some cases, AlliedBarton may be utilizing QATT inperforming services under this Agreement, either in their entirety or in combination with other, non-SAFETY Act covered services. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism as that latter term is defined under the SAFETY Act (as herein defined), AlliedBarton and Client, purchaser of the QATT, agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses. including business interruption losses, that its sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. "SAFETY Act" is defined as the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444, as amended. The provision shall apply throughout the term of this Agreement, regardless of whether AlliedBarton should cease to have SAFETY Act coverage for these Services for any reason.

### G. Miscellaneous

- This Agreement represents the entire agreement and understanding of the parties
  concerning the subject matter herein and replaces any and all previous
  agreements, understandings, representations, discussions or offers. No
  modification to this Agreement shall be effective unless reduced to writing and
  executed by both parties.
- 2. A written waiver by either party of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice AlliedBarton's right to enforce such provision at a later time.
- This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.
- 4. The parties each warrant and represent that each respectively has the right to enter into this Agreement and to perform its respective duties and obligations of this Agreement and that the execution, delivery and performance of this Agreement does not, and will not, require the consent of a third party or violate the terms of any agreement to which such party is bound. Each party further warrants and represents that this Agreement has been executed by its duly authorized officer.
- Any controversy or claim between the parties arising out of or related to this Agreement, or the breach thereof, with the exception of a failure to pay billed amounts under the Agreement as set forth in Section D, shall be settled by arbitration with the Boston office of the American Arbitration Association, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by an arbitrator(s) may be entered in any comt having jurisdiction thereof. Written notice of a demand for arbitration shall be filed with the other party to this Agreement and with the American Arbitration Association. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on the claim(s) asserted would be barred by the applicable statute of limitations.

- This Agreement and all matters or issues collateral hereto shall be governed by the laws of the state wherein the security services are to be provided without reference to its choice oflaw provisions.
- If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.
- This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement.
- AlliedBarton Security Services shall not be responsible for additional expenses and costs incurred by it to provide services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage oflabor, or other events considered as "Force Majeure," or by any other unavoidable cause beyond AlliedBarton Security Services' reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by the Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that AlliedBarton Security Services is unable to perform, or is delayed in performing, the services set forth in this Agreement, such nonperformance or delayed performance is not a breach of this Agreement nor cause for termination of this Agreement.
- 10. Either party may assign this Agreement to an Affiliate with no change in ultimate ownership or control. "Affiliate" shall mean an entity controlling, controlled by or under common control with the party. Except as permitted in this section. Client may not assign, delegate or subcontract this Agreement without the prior written consent of AlliedBarton. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such agreement.
- 11. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

- 12. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action of the party, or disclosure is required by law.
- 13. The parties further acknowledge and agree that to the extent AlliedBarton has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by AlliedBarton at the direction of Client, or work performed by AlliedBarton that is not specifically set forth on Addendum A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), AlliedBarton and Client agree that in no event shall AlliedBarton employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm.

The parties hereto, intending to be legally bound hereby, enter into this Agreement by their duly authorized representatives as of the day and year first written above.

AlliedBarton Security Services LLC

Theraplant LLC

Stanban P. Aborn

Name (Print):

Stephen R. Aborn

Title:

Vice President/BD

Datas

Date: 11.19.13



October 18, 2013

Dan Emmans Theraplant 856 Echo Lake Road Watertown, CT 06779

Dear Mr. Emmans,

Thank you for inviting AlliedBarton Security Services to participate in your proposal process. We understand the importance of quality security, and we look forward to providing a customized program that meets your requirements.

Our unique advantage is based upon an ability to deliver responsive security services at the local level with the benefit of a national support network. There are some 55,000 AlliedBarton security officers currently serving their communities and the AlliedBarton management team includes some of the industry's most experienced, accomplished security executives. We set the standard for best practices, and we're distinguished by a commitment to operational excellence and customer satisfaction.

This Local Response | National Support approach is what gives us the competitive edge. To deliver this level of service and ensure your business needs are met, we've prepared this proposal in response to the following:

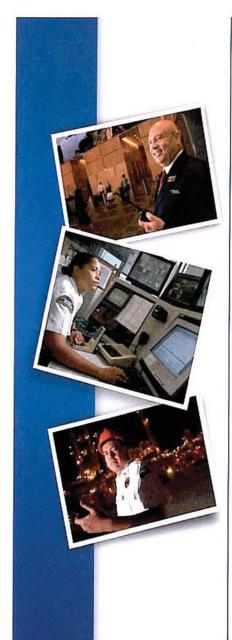
- · Partnering with a Stable Security Provider
- Quality Training for Security Personnel
- Local Security Management Allows You to Focus on Your Business
- · Ensure a Quality Security Program with Measurable Results

We look forward to working with your organization. I will contact you to discuss the next steps. If you have any questions, please contact me at 203.249.3950 or alan.smith@alliedbarton.com.

Sincerely,

Alan Smith

Business Development Manager



# A Security Partner You Can Trust

A Security Program for

# theraplant



Presented to: **Dan Emmans** Chief Operating Officer Theraplant

Presented by: Alan Smith Business Development Manager AlliedBarton Security Services October, 2013



Local Response National Support



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This security services data, furnished in connection with a request for information, shall not be disclosed in whole or in part to any third party. This restriction does not limit the right of Theraplant to use information contained in the data if it is obtained from another source without restriction.



# **Executive Summary**

A comprehensive security program is critical to ensuring a safe and secure environment. AlliedBarton's security teams are well trained, reliable, supported by national resources and continuously focused on helping you reach your security goals.

We know that in order to continue to provide outstanding, consistent service we must meet or exceed your expectations. AlliedBarton's focus on a customized solution in support of the specific needs of Theraplant allows us to attain that goal. Among the information that you will find throughout our proposal, none is more important than our solutions to your needs. We can tailor your security program in response to the following:

# Partnering with a Stable Security Provider

Knowing your strategic partners can do the job today *and* tomorrow builds trust, loyalty, and a sense of mutual respect. Strong, secure service providers have the resources to give your business the attention it deserves, and the financial integrity to do the right thing in good financial times and bad.

AlliedBarton has for many years been a security services provider to the State of Connecticut, but we have recently achieved a major milestone. Earlier in 2013, the Department of Administrative Services (DAS) began a rigorous process to narrow the number of security providers serving ALL State facilities.

AlliedBarton was one of 15 providers that responded to the State of Connecticut RFP, presented and were thoroughly vetted. We ended up being ranked #1 in the process and were named as one of 3 preferred security services providers! Currently, we secure approximately 50 State of Connecticut sites with 180 dedicated security officers for a total of 5,500 hours per week of delivered service.

# **Quality Training for Security Personnel**

Security personnel needs the proper training in order to execute the job requirements and deliver the results you need. That includes general security training as well as courses specific to your facility. A comprehensive program also includes ongoing and advanced training to continually improve performance and increase the effectiveness of your security program.



# Local Security Management Allows You to Focus on Your Business

Your focus should be managing your business—not a security program. That's why our local managers are intimately involved in your day-to-day security operations. We take ownership of your security program, leaving you free to do what's most important.

# Ensuring a Quality Security Program with Measurable Results

If you can't measure it, you can't manage it. In today's business world it's becoming increasingly important for you and your provider to establish performance standards and measure results. To take your security service to a higher level, your provider must be focused on quality assurance every step of the way.

In the following proposal, we further discuss our approach to delivering the highest quality security services for Theraplant including:

- Value AlliedBarton understands that your security program must be cost effective. We
  work with you to develop a security program specific to your needs and always strive to find
  the most efficient ways to give you high quality service.
- Training Your AlliedBarton security program is based on our award-winning training. The
  effect of our training is apparent every day in the actions of the responsible, prepared security
  officers at your site. The AlliedBarton EDGE® is our comprehensive approach to training and
  a critical AlliedBarton advantage.
- Security Team The personnel assigned to protect your property and manage your program
  are carefully recruited, screened and trained to your specifications.
- Experience For more than 50 years, AlliedBarton has led the industry and developed best
  practices that are now standard components of our security programs and high quality
  service. Our local response, national support approach ensures your needs are met and our
  more than 55,000 employees have the resources they need.

We believe in partnering with our clients and because of that, we will continue to be immersed in your culture and as dedicated to your program as you are.

AlliedBarton has positioned itself as the security provider of choice in your area. The investment we have made in our local management teams is extensive and represents the key differentiator between AlliedBarton and our competitors.

We do our job, so you can do yours!



# Select Solutions

# Select Solutions: Partnering with a Stable Security Provider

Knowing your strategic partners can do the job today and tomorrow builds trust, loyalty, and a sense of mutual respect. Strong, secure service providers have the resources to give your business the attention it deserves, and the financial integrity to do the right thing in good financial times and bad.

# The AlliedBarton|Answer<sup>SM</sup>

AlliedBarton is the security services company you can rely on to be there today, and long into the

future. Our strong capital structure and solid financial position make us an extraordinarily stable partner, especially important in a challenging economic climate.



# Longevity

AlliedBarton has been the market leader in the security services industry in the United States for more than 50 years. We are the largest Americanowned security company, and our extensive experience delivers not only quality, but also peace of mind.

### Management

From experience comes stability. AlliedBarton's administrative and management teams are regarded as the best in the industry, and are always available and accessible to clients. Our culture encourages and rewards sharing best practices in order to develop great people.

### A Culture of Pride and Accomplishment

The core purpose of our Dare to be GREAT culture is "to serve and secure the people, homes and businesses of our communities." This represents the foundation of everything we do and connects and informs our family of more than 55,000 employees, and serves as a rallying point for each of us.

### AlliedBarton Core Values:

Theraplant

Growth - Encourage individual, team and organizational growth.

Responsibility - Honor our service commitment to clients, employees and the community.

Empowerment - Offer development programs that enable employees to do their jobs with skill and confidence.

Achievement - Reward and recognize service excellence, team success and individual achievement.

6



Trust - Build trust, respect and integrity in every relationship and interaction.

This kind of trust based relationship is exemplified by our recent milestone with the State of Connecticut. AlliedBarton has for many years been a security services provider to the State, but we have recently attained a new level. Earlier in the year, the Department of Administrative Services began a rigorous process to narrow the number of security providers serving ALL State facilities. AlliedBarton was one of 15 providers that responded to the RFP, presented and were thoroughly vetted. We ended up being ranked #1 in the process and were named as one of 3 preferred security services providers! Currently, we secure approximately 50 State sites with 180 security officers for a total of 5,500 hours per week of service.

### **National Presence**

Our network of district and regional offices across the country and a decentralized management structure positions us to serve your needs—wherever you need security. The combination of local responsiveness and national resources is what sets us apart from every other security services company.

# **Customized Security Programs**

We will develop a customized program that will ensure your assigned team is the right fit for your organization, and are fully prepared to address your security goals. Everything from recruiting requirements to training and post orders should be developed specifically for you. When selecting and implementing critical services, you need to be sure they are right for you and an investment worthy of your time and budget. AlliedBarton makes that a priority for every client.



# Select Solutions

# Select Solutions: Quality Training for Security Personnel

Security personnel needs the proper training in order to execute the job requirements and deliver the results you need. That includes general security training as well as courses specific to your facility. A comprehensive program also includes ongoing and advanced training to continually improve performance and increase the effectiveness of your security program.

# The AlliedBarton Answer<sup>SM</sup>

AlliedBarton believes quality training should be the foundation of every security program and we are proud to work with clients who share this perspective. The value of quality training is demonstrated every day by the performance of our security officers and managers. We have been named to *Training* magazine's list of the Top 125 training companies seven consecutive years, more than any other security services company. We have also received the Brandon Hall award, the LearningElite award and recognition by *Leadership Excellence* magazine for the Leadership 500. What do these awards mean to you? They signify that the training AlliedBarton security officers and managers receive has ranked among the training and development offerings from top companies in many industries.

# **Quality Training for Quality Personnel**

The AlliedBarton EDGE<sup>®</sup> [Educate, **D**evelop, **G**row and **E**ngage] is our proprietary training and development program. It includes our Learning Management System (LMS) which provides AlliedBarton employees with on-demand access, through *e*Learning, to modules that prepare them for future responsibilities and career opportunities. Our experience shows that virtually every measure of security officer quality can ultimately be tied back to the quality of our training program.

AlliedBarton EDGE goes beyond traditional training, all the way to enhanced course offerings, additional compliance functionality, and opportunities for employee growth. AlliedBarton EDGE is comprised of a nationwide network of more than 100 trainers; online, classroom and self-study training; a mentoring program; industry-specific and leadership training; and other learning and development programs.

Our compliance tracking capability through the AlliedBarton EDGE allows our trainers and managers to monitor training completion and accurately report progress. New training offerings that enhance both individual and team quality can easily be made available through the EDGE anytime.

In addition, we offer industry-specific training programs to meet specialized needs, customized offerings to fulfill state regulations, and supervisory level courses for security officers who may wish to pursue security services as a lifelong career.



For even more information about the AlliedBarton EDGE, a virtual tour is available at AlliedBartonEDGE.com. EDGE stands for Educate, **D**evelop, **G**row and **E**ngage. These are very important components of developing and retaining quality personnel.

The AlliedBarton Training Curriculum consists of a variety of programs. The following is a sample:

### Standard Training

Standard training is required of every security officer to prepare them for general security duties and responsibilities specific to each assigned site. Training is part of our culture, a fact we impress on each candidate even before they are hired.

Master Security Officer - There are five levels within the Master Security Officer curriculum. These consist of 30 classroom or online self-study courses. The first level is designed to successfully onboard new employees into AlliedBarton's culture, the security profession and the unique requirements of the job site. The remaining four levels are voluntary but enable individuals to continue their education and professional development within the security profession. Upon completion of all five levels, employees achieve the coveted AlliedBarton Master Security Officer designation.

### MSO Level I

- Essentials Orientation This course is initiated immediately upon hire and helps to
  communicate critical components of AlliedBarton's culture and expectations. These essential
  training lessons will influence your AlliedBarton employees greatly as they progress through
  pre-assignment training. Essentials Orientation teaches the fundamentals and covers many
  topics including Safety, Workplace Violence, Client Experience, Employee Relations, Legal
  Powers and Limitations. This level of the curriculum must be completed prior to assignment.
- Practical Application This portion of the program is conducted at the specific job location. It
  may also include additional online or classroom components. Standard modules combined
  with site specific applications form the training which enables the employee to be trained to
  the unique requirements of the job site and work continuously to meet your security needs.

# Specialized Training

We can meet specific security needs with a team of officers who have received specialized training. We believe every security program is unique, and the training required for that site must be as well.

Terrorism Awareness Training - As a Qualified Anti-Terror Technology under the SAFETY Act, AlliedBarton is committed to terrorism awareness training. Every AlliedBarton security officer, site supervisor and account manager completes Terrorism Awareness training, before being placed on site. This mandatory training is an essential element in educating our employees about anti-terrorism strategies in order to better protect our customers' assets.



CPR/First Aid/AED Certifications - AlliedBarton offers CPR, First Aid and Automated External Defibrillation training. Every year, more than 13,000 employees complete CPR/First Aid/AED training and are certified by the American Red Cross and American Heart Association. AlliedBarton tracks certification anniversary dates in our web-based system.

MSO Level 2 through 5 - MSO levels 2 through 5 are voluntary and help prepare employees to take on their next level of responsibility as a lead officer, supervisor, shift manager or whatever career path they choose. MSO-certified means better trained security officers for your program and management who meet today's security industry needs and challenges. Additionally, MSO-certified creates well-rounded, productive employees who have more specialized training and customer relation skills. MSO certification helps to ensure opportunities for advancement and a brighter overall career path. These factors combine to raise the level of services for your security program.

Each level of achievement culminates with a written exam, which the individual must pass with a score of at least 80% before he or she can progress to the next level. The MSO program encourages and rewards professional development, for both security officers and management, in critical operational and customer service areas. To meet the demands of today's sophisticated security needs, MSO provides specialized training modules that include Dealing with Aggressive Behavior, Terrorism and Awareness Response, Fire Safety, Crime Prevention, Strikes, Pickets and Crowd Control and Managing Conflict.

# **Additional Training Programs:**

- Driver Training Course
- Fire Safety Officer
- Safety Officer Specialist
- Industry Specific Training
  - School of Chemical/Petrochemical Security
  - School of Commercial Real Estate Security
  - School of Healthcare Security
  - School of Higher Education Security
  - School of Manufacturing and Industrial Security
  - School of Residential Security
- Management Training
- Supervisor's Workshop
- Operations University
- · Security Academy in Leadership
- Leadership Training

### Local Response - National Support®

Our district and regional trainers serve as an important resource for our managers and our clients. This group, based in your area, understands your security needs. They work with your team to administer training, track compliance and identify new training needs and opportunities. Our local



training managers monitor regulatory specifications to ensure your officers meet mandated requirements.

Our local resources are supported by our corporate training team. These groups work together to deliver a quality of training that sets a standard in our industry. Our national trainers develop new programs and courses that are implemented company-wide, or specifically for your state or account.

We focus our training programs to prepare employees during the course of their duties, while also readying them for future roles in management. We train our officers because it is essential to provide a high level of customer service, to retain the best employees, and to build a culture of excellence.

### Case in Point

An AlliedBarton security officer at a client location in California put her training into action when she heard a cry for help while on duty. A man had collapsed on the floor. She quickly began to administer CPR and deploy the site's AED. Emergency teams were thankful our security officer responded so quickly, since her actions ultimately saved the man's life.





# Select Solutions

# **Select Solutions:** Local Security Management Allows You to Focus on Your Business

Your focus should be managing your business—not a security program. That's why our local managers are intimately involved in your day-to-day security operations. We take ownership of your security program, leaving you free to do what's most important.

# The AlliedBarton Answer<sup>SM</sup>

You can rely on AlliedBarton to implement and manage a high quality and efficient security program. When your security program is properly managed and supported, you can focus your attention elsewhere.

# Doing Our Job So You Can Do Yours Service Assurance Customer Connection Local Management Local Management Recruiting Human Resources NATIONAL SUPPORT

Thousands of organizations across the United States entrust the security of their people and physical assets to AlliedBarton. We have the resources to develop comprehensive programs including attentive local management.

- Local Response Our local managers are empowered decision makers who understand your account. These managers routinely deal with scheduling, coverage for sick days, uniform ordering and training compliance—all the operational components that make up a seamless security program.
- National Support AlliedBarton has more than 50 years
  of security industry experience,
  including supporting a national
  network with human resources,

training, recruiting, technology and strategic sourcing. We consider our local management teams a critical internal client, and we make their needs a priority.

 Training - Training is the foundation of quality security services, and no other company in our industry trains at a higher level than AlliedBarton. Our employees receive training continuously, so they are prepared to meet your needs with state-of-the-art tools and



techniques. The AlliedBarton  $EDGE^{\textcircled{0}}$  is our professionally designed and executed approach to training and development, which includes eLearning through our Learning Management System as well as compliance tracking and reporting.

- Automated Scheduling and Invoicing When you partner with AlliedBarton, count on
  proper scheduling and accurate invoicing. Our integrated systems utilize an advanced,
  proprietary technology that takes scheduling to a whole new level and ensures records are
  timely and accurate. AlliedBarton management can access and revise the online scheduling
  database from any location, in real time.
- accessAlliedBarton accessAlliedBarton can help you manage your security operations
  efficiently. Our secure client website, accessAlliedBarton.com, provides access to scheduling
  and invoicing information, when and how you need it. This is an advantage on a daily basic
  as you oversee operations and is also an incredible resource as you budget and plan for future
  security needs. As your security staffing needs change, you can also easily order temporary
  or additional coverage through accessAlliedBarton. The availability of on-demand access to
  the information you need means that you can spend more time focusing on your core
  business.
- Uniforms The appearance of your security officers should meet your quality
  expectations. In fact, appearance is one of our Quality Standards. Our local managers are
  responsible for uniform inspections. The proper uniform in the proper condition sets the
  tone for your security program and speaks volumes to the quality service your security
  officers provide.
- Service Assurance Centers Our local office will serve as your primary point of contact. However, our Service Assurance Centers are available to assist you after hours, and for special emergency needs.
- Customer Connection Our clients are an integral member of our security
  programs. Customer Connection enhances communication and provides proactive
  measurements of client satisfaction. The program's hotline, email and online form are all
  dedicated strictly to clients and staffed 24 hours a day by trained service assurance
  specialists. Customer Connection's multi-level structured survey process encourages ongoing
  client feedback and assesses performance.
- Background Screening Background screening is important to the hiring process. You
  need to be sure support services such as this are in place so that you can focus on other
  priorities. Our background screening division, HR Plus, conducts our background
  checks. Having an employment screening firm so closely aligned with our security services
  ensures quality and accuracy.
- Quality Assurance A quality security officer is only as effective as the company that
  supports him or her. AlliedBarton strives to provide the highest quality security personnel
  and service to every customer. And, all of our personnel are committed to our Security
  Officer Quality Standards. That means our focus on quality does not waiver, and the clients'
  needs are our primary concern. This is what sets us apart.



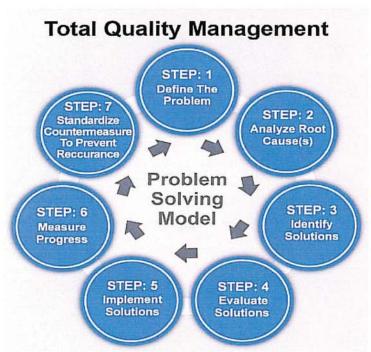
# Select Solutions

# **Select Solutions:** Ensuring a Quality Security Program with Measurable Results

If you can't measure it, you can't manage it. In today's business world it's becoming increasingly important for you and your provider to establish performance standards and measure results. To take your security service to a higher level, your provider must be focused on quality assurance every step of the way.

# The AlliedBarton Answer<sup>SM</sup>

We consider our clients needs to be a critical part of our security programs. While we are here to facilitate the program, your expectations, questions and concerns are the foundation for our



operations at your site. Our quality assurance initiatives demonstrate our commitment to providing well-trained security officers, hands-on managers, and "getting it right the first time." Our Quality Assurance Directors are professionals who understand the industry and can competently address any issues that arise or needs that change.

### **Customer Connection**

You represent an important voice, a critical contributor to the overall development of the security program. Customer Connection enhances client communication and provides proactive measurements of customer satisfaction. The program's hotline, email and online form are all dedicated strictly to clients and staffed 24 hours a day by highly-

trained service assurance specialists. Customer Connection also includes a multi-level structured survey process that encourages ongoing customer feedback and assesses performance. This allows us to identify potential improvement opportunities. With Customer Connection, you will be heard.



#### Quality Assurance

Quality is the foundation of AlliedBarton's security services. It is the factor that consistently differentiates us from other companies, and it's the primary reason we're regarded as the industry's most responsive security services provider.

Our senior management group works as a team in order to develop and implement innovative new programs and operational practices. We use cross-functional teams for special quality-improvement initiatives. District staff works toward the common objective of providing service that exceeds your expectations. Our security officers pledge their commitment to our Dare to be GREAT culture which includes a strong quality component.

In addition to our Security Officer Quality Standards, there are several operational initiatives designed to ensure quality is a top priority.

- Account Audits AlliedBarton conducts an annual audit for each account. The audit covers
  contract compliance, staffing levels and officer deployment, review of post orders and
  procedures, training, documentation, wage review and billing consistency.
- Account Standards All AlliedBarton accounts must comply with account standards mutually agreed upon between the client and AlliedBarton management.
- Performance Evaluations Hourly personnel and management staff receive formal
  performance evaluations every year. All evaluations are tracked in our integrated human
  resources system.
- Management Inspections The local AlliedBarton management team is committed to regular, nonscheduled inspections at each client location. Management uses these inspections to promote consistent service delivery.
- Client Surveys In addition to our standard Customer Connection surveys, we can also work
  with your management team to survey your employees regarding security officer
  performance.
- On Site Focus Groups We schedule focus groups with our officers, and where applicable, members of your staff to discuss ideas on process improvements.
- The AlliedBarton Problem Solving Process We use this process to define existing and
  potential problems, analyze the root cause, and then implement solutions and quality
  controls.



#### Measuring Results

We offer the best security programs available. But there is room for improvement in every organization. In order to provide you with the best possible service, we regularly review and measure our performance. Some of our measurements and evaluations include:

- · Weekly service hours OT, billed OT, billed hours
- Employee retention and tenure
- · Recognition and rewards
- Training
- Incidents
- · Performance evaluations
- Trends
- Customer satisfaction survey results
- Best practices
- Goals and improvement processes

#### **Quality Business Reviews**

Regularly scheduled assessments are reported and reviewed in meetings between your security management team and AlliedBarton's local management. These reviews are designed to:

- Review accomplishments
- · Create benchmarking for future reviews
- Establish measurable goals

#### **Contract Compliance**

AlliedBarton's operations staff and Legal Services Group work together to provide effective contract review, administration and compliance. Their objective is to ensure that we meet our contract obligations to the complete satisfaction of our clients.

#### Service Assurance Centers

Our local offices will serve as your primary point of contact. However, our Service Assurance Centers are available to assist you after hours, and for special emergency needs.

#### Local Response. National Support®

We believe in managing the business where the business is. Our local managers are empowered decision makers who understand your account. They deal routinely with all the operational components that make up a seamless security program. If your needs change, or if you require different services or staffing levels, your local manager will make it happen.



Theraplant

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#### AlliedBarton Overview

#### AlliedBarton at a Glance

AlliedBarton is the premier provider of security officers in a variety of markets including commercial real estate, higher education, healthcare, residential communities, chemical/petrochemical, government, manufacturing and distribution, financial institutions and shopping centers. Our unique advantage is an ability to deliver responsive security services at the local level with the benefit of a national support network. More than 55,000 AlliedBarton security officers, managers and support personnel currently serve communities across the United States with reliable protection, customized programs and unparalleled customer service.



#### **Fast Facts**

- Award Winning, Quality Training AlliedBarton EDGE<sup>®</sup> is our industry-leading training and development program which includes our Learning Management System providing AlliedBarton employees with on-demand access through eLearning. Since the development of the EDGE in 2009, more than one million courses have been completed.
- Fortune 500 Clients Serves approximately 200 Fortune 500 Companies.
- Professional Personnel More than 55,000 professional personnel across the country with industry-leading retention rates.
- Leading Technology Provides industry-leading solutions to augment our best-in-class security officer services and provide you with a complete security program. We have a coastto-coast wide area network that connects thousands of computers, and provides real-time access to data, management and training systems.
- National Resources Experienced managers in more than 120 offices across the U.S. serve over 3,300 clients. AlliedBarton is the largest American-owned and managed contract security services firm.
- Focused Expertise We provide high quality, dedicated security officers who are well trained and motivated.
- Safety Safety is always a priority in everything we do. When our employees take the lead
  and work safely, they Dare to be GREAT for your organization.
- Specialized Services We focus our activities in several key industries with specialized services designed for the unique demands of each, including:
  - Commercial Real Estate
  - o Manufacturing and Industrial Facilities
  - Healthcare Facilities



- Residential Communities
- Colleges and Universities
- Shopping Malls
- o Financial Institutions
- o Chemical and Petrochemical Sites
- Government Buildings

#### Corporate Headquarters

Eight Tower Bridge 161 Washington St. Suite 600 Conshohocken, PA 19428 888.239.1104 AlliedBarton.com



AlliedBarton's Core Purpose, Core Values and Quality Standards are the driving force behind every decision we make. These critical components of our corporate culture connect our more than 55,000 employees and are the foundation of the quality service we provide to our clients every day. We pride ourselves on being a security partner and an expert resource for our clients. At the core of our success is a quality-oriented Dare to be GREAT approach and a focus on local response supported by national resources.

#### **Our Core Purpose**

To serve and secure the people, homes and businesses of our communities.

#### **Our Core Values**

- Growth Encourage individual, team and organizational growth.
- Responsibility Honor our service commitment to clients, employees and the community.
- Empowerment Offer development programs that enable employees to do their jobs with skill and confidence.
- Achievement Reward and recognize service excellence, team success and individual achievement.
- Trust Build trust, respect and integrity in every relationship and interaction.

#### AlliedBarton Quality

Our definition of quality is "meeting and exceeding client and AlliedBarton expectations and standards for service and value." Quality begins and ends with our security officers. It is their professionalism, competence, responsiveness and commitment that make the difference. Management at both the local and corporate level are committed to supporting our security officers. We've established a set of standards that our clients can expect from every security officer, every day, all day, at every location.



#### AlliedBarton Security Officer Quality Standards

AlliedBarton security officers are always expected to:

- Maintain a friendly and professional demeanor
- · Be good communicators
- · Report to work on time
- · Maintain a neat, professional appearance
- · Understand and successfully execute Post Orders
- Manage typical issues and problems professionally

Our Core Purpose, Core Values and Quality Standards are printed on pocket-sized cards provided to each employee as a reminder to always Dare to be GREAT.

#### AlliedBarton's Commitment to Leadership

Many organizations talk about leadership. At AlliedBarton, we are committed to a culture of leadership at all levels of our organization that manifests itself in actions - not just words - day in and day out and ensures the delivery of exceptional security services. Security officers who exhibit leadership qualities instill confidence in those they interact with. In the event of an emergency, a security officer must use his or her leadership abilities to take charge of those affected and ensure their safety. Managers who engage, develop and inspire their security team produce exceptional performance levels, while taking ownership of your concerns and needs.

Throughout our operation, leadership is encouraged, recognized and rewarded. Our recruitment and human capital management processes are focused on attracting, retaining and promoting employees who demonstrate leadership potential. With our Leadership Non-Negotiables as a foundation, we challenge every AlliedBarton employee to accept a leadership role in the execution of their duties. Through a broad array of leadership training and related self-study programs available on the AlliedBarton EDGE<sup>®</sup>, we encourage our employees to expand their leadership proficiencies as they prepare to advance in their careers.

The security officers and managers across the country who demonstrate strong leadership capabilities at each of our client sites are living our Dare to be GREAT culture.

Whether our clients interact with our security officers or our most senior executives, our commitment to leadership comes through. For your organization, in the communities we serve and in the security industry, our leadership focus results in performance that exceeds expectations every day.

When you work with AlliedBarton, you work with a team that is committed to unsurpassed service and security – anytime, anywhere.



#### Personnel

#### Screening

Background screening is an essential component in our process for selecting high caliber employees for Theraplant. Initial conversations with applicants provide an opportunity to evaluate demeanor, attitude and communications skills. Qualified candidates formally interview with our district recruiters and hiring managers. AlliedBarton's standard screening process includes:

- · Education verification
- Employment verification
- · Criminal records check with stringent hiring standards
- · Social Security check
- Electronic E-Verify and I-9 employment verification
- Motor Vehicle Report (for those officers designated to drive a vehicle)
- Five-panel drug test

**Application Review & Assessment -** Careful analysis focuses on employment history and stability. The application process includes a questionnaire utilized to assess writing skills and determine whether an applicant's personal character is in-line with the company's values.

**Interviews** - The initial in-person interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted, and candidates progressing beyond this level will attend our orientation program.

Education and Employment Verification (Reference Checks) - AlliedBarton verifies high school diplomas or GED or highest degrees obtained, a minimum of one previous employer including military DD214 and current employer (after an offer is extended).

**Electronic I-9 and E-Verify** - Employment verification must be completed for all AlliedBarton employees to present proof of citizenship or authorized alien status. All potential employees are processed through E-Verify, the government's employment eligibility system, as well.

Management Testing - Management testing may involve the Thomas Personal Profile Analysis, The Kenexa Manager assessment or The Kenexa Leadership assessment, depending on the position. These help assess candidates' management abilities, drive, maturity and people skills, and evaluate whether they are a good fit.

**Social Security Checks** - As an additional measure of precaution, we run Social Security checks on each candidate to verify identity and history of addresses. The latter is used to assure all associated addresses are considered when determining states and countries to be included in the criminal background check process.



Criminal Background Checks - Prior to being hired, each employee undergoes a comprehensive criminal records check. Where required, fingerprints are taken and submitted to the appropriate law enforcement agency for a detailed background investigation. Statewide criminal checks are also conducted when required. AlliedBarton will only hire individuals who are suitable for employment in the positions for which they are being hired and who are eligible to hold a security guard license where required by state law.

Pre-employment Drug Testing - All AlliedBarton candidates undergo a five-panel drug test prior to hire to screen, at minimum, for marijuana, cocaine, amphetamines, morphine and PCP. Preferred five-panel testing is either on-site urine or oral fluid (depending on state and contractual requirements). In states that do not allow on-site urine or oral fluid testing, we offer Intercept, an oral fluid device administered on-site with the results conducted by the lab. On-site ten-panel tests, offsite five-panel or ten-panel tests, hair follicle and alcohol testing are available at an additional charge.

**Motor Vehicle Report -** Officers designated to drive a vehicle are subject to Motor Vehicle Report checks and on-site training before they can operate a vehicle.

**Security Officer Integrity/Honesty Testing -** AlliedBarton offers the Reid Test for security officer integrity/honesty testing. This selection assessment tool evaluates attitudes and behaviors associated with high levels of integrity and productive work habits. AlliedBarton offers a discounted rate through a commercial arrangement.



#### **Quality Assurance**

#### Quality Assurance

AlliedBarton strives to provide the highest quality security personnel and service to every client. Our quality assurance efforts are proactive and ongoing. We want to ensure every security program exceeds our clients', and our own, high expectations. Our desire to identify opportunities for improvement and share best practices helps us keep our programs fresh and our service offerings geared to our clients' unique needs. All security programs, whether they've been in place for 10 months or 10 years, are carefully reviewed and monitored to ensure contractual obligations are met and your program is efficient and successful.



We are faced with unrelenting changes in our industry; these challenges come from government, employees and our clients. To meet these challenges AlliedBarton has adopted the continuous improvement process of total quality management.

#### A Team Approach to Quality Assurance

At AlliedBarton, we recognize that most quality improvements take place in our organization through teamwork.

- Senior management works together to develop and implement plans for AlliedBarton's future.
- We use cross-functional groups for special quality-improvement initiatives.
- Our district staff functions as a team, working toward the common objective of providing service that delights our clients.
- We operate as empowered work teams at our client sites.
- We implement quality action teams for special projects at all levels of the organization.
- Our internal teams work together with our clients to conduct Quality Business Reviews to be sure we are providing the best possible security services and to identify any new needs or areas in need of improvement.

#### **Quality Business Review**

We conduct regularly scheduled meetings between the Theraplant security management team and AlliedBarton local management. In these meetings, we assess performance, report issues, and identify areas that can be improved. These reviews are designed to reflect on what we have accomplished together and to benchmark and establish measurable goals.



#### Pricing

HPW	Bill Rate
40	\$23.70
296	\$19.26
	40

#### Medical Insurance

AlliedBarton offers medical plans to all full-time (30 hours per week as related solely to eligibility determinations for medical benefits), benefit-eligible employees through payroll deduction and/or client contribution. Detailed information regarding coverage and premium costs is available.

Beginning on January 1, 2014, AlliedBarton will be offering plans in accordance with healthcare reform and current plan(s) and/or plan structures and premiums offered in 2013 or prior to 2013 are subject to change.

For 2014 and beyond, any estimated annual healthcare costs are subject to change. The estimates provided in this proposal are based upon proposed and not finalized plan structure, and estimated participation.

#### **Dental Insurance**

AlliedBarton offers quality dental insurance to all full-time (30 hours per week), benefit-eligible employees through payroll deduction and/or client contribution. Detailed information regarding coverage and premium costs for all plans is available.

#### Life Insurance

AlliedBarton offers Basic Life insurance in the amount of \$10,000 to full-time (30 hours per week), benefit-eligible employees at no charge. AlliedBarton employees with 15 years of service will be provided a minimum of \$50,000 in Basic Life insurance at no cost to the employee. Additional supplemental life insurance and AD&D is available to employees at competitive rates.

#### 401(k) Retirement Plan with Company Match

AlliedBarton employees with at least six months of service are able to participate in AlliedBarton's 401(k) retirement savings program with company match of up to 75%. Tier levels as follows:

- 0-9 Years 10% Match
- 10-14 Years 20% Match
- 15-19 Years 35% Match
- 20-24 Years 50% Match
- 25+ Years 75% Match



#### Proposed Holidays

AlliedBarton recognizes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

All employees who work on a designated holiday will receive 1.5 times their wage rate for hours worked. AlliedBarton will invoice 1.5 times the hourly billing rate for hours worked on the designated holidays. Holiday revenue may or may not be included in our annual budget estimate or standard billing rates.

#### Vacation

Regular full-time hourly employees (security officers) will generally be eligible for paid vacation time based on their length of service (must average 35 hours per week to qualify). The standard vacation plan is accrued on a calendar year basis after reaching the first anniversary. Upon reaching the first anniversary, officers begin to accrue time and will be eligible for a pro-rated amount of vacation from their first anniversary date through the end of that calendar year. The following January, employees will be eligible for their full tier amount from 1/1 - 12/31. Tier Schedule: Paid vacation after one year of service (pro-rated); two weeks after three years and three weeks after eight years.

#### Overtime

Overtime of 1.5 times the hourly billing rate is only billed in the following circumstances and not for scheduling issues or vacation coverage.

#### **Proposed Short Notice Requests**

Requests with less than 72 hours notice will be billed overtime.

#### Specific Requests

With requests for a specific individual to work more than their 40 hours for a special reason, regardless of the notice provided, only the overtime impact for that individual will be billed. Example: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." Only the additional two hours will be billed at the overtime rate if it will put him over 40 hours.

#### Requests for Officers That Exceed Five Percent of Total Deployment

Requests for coverage in excess of five percent of the total officers' base hours on site may be billed as overtime until coverage is incorporated into the permanent base hours.



#### **Payment Terms**

AlliedBarton will invoice the client on a weekly basis for all scheduled services for the preceding weekly period (starting on Friday and ending the following Thursday) based upon the rates listed above. All invoices are due net 15 days.

#### Rate Increases

Billing rates will increase annually by 3% or by the percentage increase in certain agreed upon costs incurred by AlliedBarton, whichever is greater.

AlliedBarton's rates during the term will be subject to adjustment to reflect any increases in AlliedBarton's costs related to medical, welfare and other benefits and related costs, which may include, without limitations, costs incurred by AlliedBarton pursuant to applicable federal, state and/or local law, including without limitation Health Care Reform Legislation Costs.



October 28, 2013

Mr. Daniel Emmans TheraPlant, LLC 856 Echo Lake Road Watertown, CT 06795

Re: TheraPlant - Physical and Electronic Security Response Document

I am pleased to present this detailed description of the manner that TheraPlant will fully comply with the current Statutes as dictated by the State of Connecticut in regards to security regulations as per Section 21a-408 for approved production and dispensary facilities. In particular sections 21a-408-51, 21a-408-61 and 21a-408-62 detail the security requirements we are focused on confirming precisely how TheraPlant will exceed these State driven regulations.

#### (NEW) Sec. 21a-408-51. Security requirements for dispensary facilities

(a) A dispensary facility shall:

(1) Not maintain marijuana in excess of the quantity required for normal, efficient operation;

#### Security Response:

Security	Response:

(3) Maintain all marijuana in a secure area or location accessible only to specifically authorized personnel, which shall include only the minimum number of employees essential for efficient operation;

- (4) Keep all approved safes and approved vaults securely locked and protected from entry, except for the actual time required to remove or replace marijuana; <u>Security Response:</u>
- (5) Keep all locks and security equipment in good working order; **Security Response**:



- (6) Not allow keys to be left in the locks and not store or place keys in a location accessible to persons other than specifically authorized personnel; <u>Security Response:</u>
- (7) Not allow other security measures, such as combination numbers, passwords or electronic or biometric security systems, to be accessible to persons other than specifically authorized personnel;

#### Security Response:

(8) Keep the dispensary department securely locked and protected from entry by unauthorized personnel; and

#### Security Response:

(9) Post a sign at all entry ways into any area of the dispensary facility containing marijuana, including a room with an approved safe or approved vault, which shall be a minimum of twelve inches in height and twelve inches in length which shall state: "Do Not Enter - Limited Access Area – Access Limited to Authorized Personnel Only" in lettering no smaller than one-half inch in height.

#### Security Response:

(b) If a dispensary facility presents special security issues, such as extremely large stock of marijuana, exposed handling, unusual vulnerability to diversion, theft or loss, the commissioner may require additional safeguards, including, but not limited to, a supervised watchman service.

#### Security Response:

(c) If diversion, theft or loss of marijuana has occurred from a dispensary facility, the commissioner shall determine the appropriate storage and security requirements for all marijuana in such dispensary facility, and may require additional safeguards to ensure the security of the marijuana.

#### Security Response:

(d) Any marijuana not stored in compliance with sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, or at a location other than that for which the dispensary facility permit was issued, shall be subject to embargo or seizure by the department in accordance with section 21a-96 of the Connecticut General Statutes.

#### Security Response:

(e) Any dispensary facility whose permit is revoked or not renewed shall dispose of its entire stock of marijuana in accordance with sections 21a-408-64 of the Regulations of Connecticut State Agencies.



(f) If a dispensary facility has provided other safeguards which can be regarded in total as an adequate substitute for some element of protection required of such facility, such added protection may be taken into account by the commissioner in evaluating overall required security measures.

#### Security Response:

#### (NEW) Sec. 21a-408-61. Security requirements for producers

- (a) A producer shall:
- (1) Not produce, manufacture or maintain marijuana in excess of the quantity required for normal, efficient operation;

#### Security Response:

(2) Store all marijuana products in an approved safe or approved vault and in such a manner as to prevent diversion, theft or loss; Security Response:

(3) Maintain all marijuana that is not part of a finished product in a secure area or location within the production facility accessible only to specifically authorized personnel, which shall include only the minimum number of employees essential for efficient operation;

#### Security Response:

(4) Keep all approved safes, approved vaults, or any other approved equipment or areas used for the production, cultivation, harvesting, processing, manufacturing or storage of marijuana, securely locked or protected from entry, except for the actual time required to remove or replace marijuana;

- (5) Keep all locks and security equipment in good working order: **Security Response:**
- (6) Not allow keys to be left in the locks and not store or place keys in a location accessible to persons other than specifically authorized personnel; <u>Security Response:</u>



(7) Not allow other security measures, such as combination numbers, passwords or electronic or biometric security systems, to be accessible to persons other than specifically authorized personnel; and

#### Security Response:

(8) Keep the production facility securely locked and protected from entry at all times.

#### Security Response:

(b) If a production facility presents special security issues, such as extremely large stock of marijuana, exposed handling, unusual vulnerability to diversion, theft or loss, the commissioner may require additional safeguards such as supervised watchman service.

Security Response: TheraPlant accepts and understands this State requirement

(c) If a loss, theft, or diversion of marijuana has occurred from a production facility, the commissioner shall determine the appropriate storage and security requirements for all marijuana in such production facility, and may require additional safeguards to ensure the security of the marijuana.

Security Response: TheraPlant accepts and understands this State requirement

- (d) Any marijuana not stored in compliance with sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, or at a location other than that for which the producer license was issued, shall be subject to seizure in accordance with section 21a-96 of the Connecticut General Statutes.

  Security Response: TheraPlant accepts and understands this State requirement
- (e) Any producer whose license is revoked or not renewed shall dispose of its entire stock of marijuana under conditions approved by the department.

  Security Response: TheraPlant accepts and understands this State requirement
- (f) If a producer has provided other safeguards, which can be regarded in total as an adequate substitute for some element of protection required of such producer, such added protection may be taken into account by the commissioner in evaluating overall required security measures.

Security Response: TheraPlant accepts and understands this State requirement

(g) No person shall be allowed access to any area within a production facility containing marijuana except laboratory employees and production facility personnel whose responsibilities necessitate access to the area of the production facility containing marijuana and then for only as long as necessary to perform their job duties. **Security Response:** 





(h) Any area of a production facility containing marijuana, including a room with an approved safe or approved vault, shall have a sign posted at all entry ways, which shall be a minimum of twelve inches in height and twelve inches in length and shall state: "Do Not Enter - Limited Access Area – Access Limited to Authorized Personnel Only" in lettering no smaller than one-half inch in height.

Security Response: TheraPlant accepts and understands this State requirement

(i) Notwithstanding the requirements of sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, nothing shall prohibit members of the department, local law enforcement or other federal, state of Connecticut or local government officials from entering any area of a production facility if necessary to perform their governmental duties.

Security Response: TheraPlant accepts and understands this State requirement

### (NEW) Sec. 21a-408-62. Security alarm systems; minimum requirements for dispensary facilities and production facilities

(a) All dispensary facilities and production facilities shall have an adequate security system to prevent and detect diversion, theft or loss of marijuana utilizing commercial grade equipment, which shall, at a minimum, include:

(1) A perimeter alarm;

Security Response:

(2) Motion detector; Security Response:

(3) Video cameras in all areas that may contain marijuana and at all points of entry and exit, which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all approved safes, approved vaults, dispensing areas, marijuana sales areas and any other area where marijuana is being produced, harvested, manufactured, stored or handled. At entry and exit points, the cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the facility:

#### www.customvault.com high security modular vault solutions



(4) Twenty-four (24) hour recordings from all video cameras, which shall be available for immediate viewing by the commissioner or the commissioner's authorized representative upon request and shall be retained for at least thirty (30) days. Recordings shall not be destroyed or altered, and shall be maintained, if the dispensary facility permittee or producer is aware of a pending criminal, civil or administrative investigation or legal proceedings for which the recording may contain relevant information until such time the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies the producer or dispensary facility manager that it is no longer necessary to maintain the recordings:

Security Response:

(5) Duress Alarm, which means a silent Security Alarm System signal 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:

Security Response:

(6) Panic Alarm, which means an audible Security Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring a law enforcement response:

Security Response:



(7) Holdup Alarm, which means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress; Security Response:

(8) Automatic Voice Dialer, which means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio or other communication system, to a law enforcement, public safety or emergency services agency requesting dispatch; Security Response:

(9) A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to the dispensary facility permittee or producer within five minutes of the failure, either by telephone, email, or text message;

Security Response:

(10) The ability to immediately produce a clear color still photo that is a minimum of 9600 dpi from any camera image (live or recorded);

Security Response:

Page 7 of 11



(11) A date and time stamp embedded on all recordings. The date and time shall	
be synchronized and set correctly and shall not significantly obscure the picture: a	nd
Security Response:	

(12) The ability to remain operational during a power outage. **Security Response:** 

(b) All security system equipment and recording shall be maintained in a secure location so as to prevent theft, loss, destruction or alterations.

Security Response:

(c) In addition to the requirements listed in subsection (a) of this section, each production facility shall have a back-up alarm system approved by the commissioner that shall detect unauthorized entry during times when no employees are present at the facility and that shall be provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system.

Security Response:

(d) Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement agencies, security system service personnel, the commissioner or the commissioner's authorized representative, and others when approved by the commissioner. A current list of authorized employees and service personnel that have access to the surveillance room must be available to the commissioner or the commissioner's authorized representative upon request. If on-site, surveillance rooms shall remain locked and shall not be used for any other function.

Page 8 of 11

CORPORATE HEADQUARTERS 4 Research Drive Bethel, CT 06801 voice, 203.431.7646 fax, 203.431.7656

#### Security Response:

(e) The outside perimeter of the dispensary facility and production facility premises shall be well-lighted.

#### Security Response:

(f) All video recording shall allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video shall have the ability 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 shall also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal or sale.

#### Security Response:

(g) All security equipment shall be in good-working order and tested no less than two times per year.



In addition to this security summary you will be receiving the following via email:

- 1. CustomVault Electronics description and product delivery/installation cost estimate
- 2. CustomVault Alarm Monitoring Servicing and Fee Estimate
- 3. Associated Pacom GMS (Graphical Management System) brochures and cut sheets
- 4. Associated ExacqVision Z Servers and Video Surveillance brochures and cut sheets
- 5. Associated Axis Camera brochures and cut sheets
- 6. CustomVault DEA Approved Vault Design Drawings
- 7. CustomVault DEA Prequalification Letter for the modular vault system

At the current time we have designed this integrated system per conversations with TheraPlant in association with State of Ct regulations to function as follows:



We feel this detailed presentation covers all areas of security concerns for the TheraPlant Watertown facility in association with the State of CT Security Regulations as per Section 21a-408. Our response allows TheraPlant to be confident they meet or exceed all State requirements and will have a secure facility with duplication on all intrusion alarms as well as storage for video surveillance exceeding the 30 day requirement.

Once your security team has an opportunity to review this document let's review any question, comments or concerns you might have.

Thank you very much for this opportunity, it has been a pleasure working with TheraPlant to date. For additional information on our company please visit us at <a href="https://www.customvault.com">www.customvault.com</a>.

#### **CUSTOM VAULT CORPORATION**

Matthew B. Gifford

Matthew B. Gifford Director of Sales

MBG:bms



October 28, 2013

Mr. Daniel Emmans TheraPlant, LLC 856 Echo Lake Road Watertown, CT 06795

Re: TheraPlant -Electronic Security Estimate

Please find the attached proposal estimate for the electronic security package for the new TheraPlant Watertown, Ct facility. This estimate is based on discussions with TheraPlant's design team, review of current facility floor plans and meeting/exceeding all of the current security regulations for producer/dispensary facilities as per Section 21a-408 of the Connecticut State Statues.

CustomVault is pleased to partner with to offer this fully integrated security response. is an intuitive security management solution specifically engineered to provide perfect harmony between interoperability and functionality. GMS seamlessly integrates:

Access control – access credential and access privilege management, employee verification, real-time monitoring of access controlled door status and exception events.

**Alarm monitoring** – dynamic display of alarm locations on floor plans and third-party remote alarm signaling.

**Video surveillance** – event-driven responsive video camera display and event-linked recall of recorded video associated with security detection and access control activity.

**Security Management** – real-time displays and audit trail reporting of access control activity; alarm activations; and security personnel response actions and security system interactions.

will work seamlessly with the infrastructure of cameras, storage servers, software and employee data as well as security ID badge production. Included in this package is all software needed to connect with network TheraPlant computers and the vast network of security products included in this proposal. As the design is still under review and the final layout will differ from the current security layout this proposal is an estimate of products needed and their complete installation. The final cost will be based on approved security details, drawings, layouts and especially the "phased" approach to the installation.



This review has been based on current TheraPlant project drawings provided to CustomVault

These support features make us unique in the industry as the TheraPlant staff will be trained on every aspect of the system and be fully comfortable to use and teaching others how to operate the system before we are complete. There will be detailed administrative and data entry facets of this training and support. The training will include setting up areas of the system as well as walking TheraPlant staff through the uploading of existing data and entering new data as we anticipate the system to function. We will test the staff with standard as well as non expected problems and network issues confirming that they can react and respond correctly to all potential software, hardware and component issues. The support continues with access through the TheraPlant network to troubleshoot issues that occur weeks or months after the installation. There is never a time when TheraPlant cannot call in with issues or request a site review to detail an issue.

will be the core of the access control, alarm monitoring, intrusion alarm and security management system. The will be directly tied to the video surveillance system which is a stand alone system due to the large quantity of data storage to keep live and recorded video available to review as well as adjustment to viewing/sharing. This video surveillance platform is specifically designed to integrate all of the interior and exterior cameras noted on the TheraPlant project drawings. These cameras and recorded data will be tied into the

#### Video Surveillance:

The video surveillance portion of this security design will be accomplished with



Included IP Cameras per the provided project drawings

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The current project has been described to CustomVault in a "phased" approach and we have reviewed the phased portions of the drawings to fully understand the installation requirements. Whether within standard or phased installation requirements this project estimation will adjust greatly before a final project proposal is agreed to. We would offer to include the local site electrician in our scope at that time for pulling and terminating all of the associated cabling with this project to save overall project cost. Since there is currently no established project electrical contractor we have included all standard pricing including certification but will hope to adjust this cost lower since the project electrician should offer efficiencies since he will already have materials and aerial equipment on site.

Alarm monitoring will be included in this project, please find the attached alarm monitoring services and fees platform so TheraPlant can select from the available options.

At this time the above described alarm, access control, video surveillance and security management system with associated equipment, products. instruction, support and services as drawn is estimated to cost approximately

Page 3 of 4

CORPORATE HEADQUARTERS 4 Research Drive Bethel, CT 06801 voice. 203.431.7646 fax. 203.431.7656



We feel this detailed proposal covers all areas of security concerns for the TheraPlant Watertown facility in association with the State of CT Security Regulations as per Section 21a-408. Our response allows TheraPlant to be confident they meet or exceed all State requirements and will have a secure facility with duplication on all intrusion alarms as well as storage for video surveillance exceeding the 30 day requirement.

The only areas that are excluded in this proposal, as per our conference call discussion earlier, are electrical permits (if needed) will be filed by the electrical contractor and the fire suppression system will be a separate item. The fire system will be input and notified within the security system but it is easier for the electrical contractor to install the standard equipment to local codes requirements and we will tie into the security system.

Once your security team has an opportunity to review this document let's review any question, comments or concerns you might have.

Thank you very much for this opportunity, it has been a pleasure working with TheraPlant to date. For additional information on our company please visit us at <a href="https://www.customvault.com">www.customvault.com</a>.

#### **CUSTOM VAULT CORPORATION**

Matthew B. Gifford

Matthew B. Gifford Director of Sales

MBG:bms

# **CustomVault Alarm Monitoring Services and Fees**

Category	Service	Description	Ann	ual Fee
Activation Fee	Initial data base build	Entering of all branch site data. Zones, call lists, emergency contacts etc.	\$50	/One Time
larm monitoring	Basic Alarm Monitoring: with daily	Monitoring of alarm panel for alarm, restoral, and troubles signals and one test via primary communication channel per day. Up to 16 zones.	\$448	/branch
	Basic Alarm Monitoring: with weekly test	Monitoring of alarm panel for alarm, restoral, and troubles signals and one test via back-up communication channel per week. Up to 16 zones.	\$353	/branch
pen/Close				
	Open/close: log only	All arming and disarming signals logged and stored.	\$144	/branch
	Open/close: supervised	All arming and disarming signals logged and stored and verified via phone.	\$288	/branch
dministration	Open/close: additional areas	Arm and disarming signals for each additional area.	\$72	/area
	BranchServ Remote Administration	Enables BranchServ to conduct remote diagnostics and programming of alarm panels. Enables BranchServ to add and delete users remotely. Note: BranchServ will not disarm systems remotely. Includes 24 set-up changes per branch per year (DMP & Bosch panels only)	\$220	/branch
	Client Web Access	Enables Client to login to web portal, view account information, and request reports		No Charge
ellular communica	ation			
	Telular: weekly	Back-up line of communication using Tellular cellular units with a single weekly test report to central station.	\$160	/branch
	Telular: daily	Back-up line of communication using Tellular cellular units with a single daily test report to central station.	\$293	/branch
	Uplink: weekly	Back-up line of communication using Uplink cellular units with a single weekly test report to central station.	\$150	/branch
	Uplink: daily	Back-up line of communication using Uplink cellular units with a single daily test report to central station.	\$270	/branch
Cus	stomVault experts			



178-180 Center Street Wallingford, CT 06492

203.269.3591 888.269.3591 203.265.0727 (fax)

www.monitorcontrols.com

CT#105799 NY#12000244808 MA#S-001106 RI#5017

Your Representative is

John W. Yusza Jr.

#### Confidential Quotation MCIQ5751-02

Thursday, October 31, 2013 08:29:37 Page 1 of 3

#### Bill-To

Theraplant, LLC 159 Nunzio Drive Plantsville, CT 06479

Daniel Emmans (305) 776-5150 Ship-To/Site

Theraplant, LLC 856 Echo Lake Road Watertown, CT 06795

Daniel Emmans (305) 776-5150

dan.emmans@gmail.com;ethan@theraplant.com

dan.emmans@gmail.com;ethan@theraplant.com

Thank you for considering Monitor Controls, Inc. Below are the items we recommend be installed.

Payment terms are "upon receipt of invoice" unless otherwise noted. All prices include sales tax (if applicable) and are exclusive of any required permit fees which will be invoiced separately.

Quotation for purchase and installation of access control system using prints provided by client.

NOTE: This is a preliminary quotation based upon information provided on submitted blueprints. Monitor Controls, Inc. has provided additional detail for certain items not specified on the blueprints. Upon approval from the State of Connecticut, and upon receipt of ammended blueprints, a formal quotation will be submitted for signature.

NOTE: Any abnormal condition, as defined by the client, that is received by our central station shall warrant automated response via e-mail or text message to the agent(s) designated by the client, whether they be permittee, premise guard, emergency key holder, or all of the above, with supplemental central station telephone advice.

NOTE: Duress alarms are adjunct feautures of the access control system and upon receipt of a duress signal by our central station shall, warrant automated response via e-mail or text message to the agent(s) designated by the client whether they be permittee, premise guard, emergency key holder, or all of the above with supplemental central station telephone advice.

NOTE: The system includes monitoring of all system cabling, power supply batteries, junction boxes, motion detection devices and equipment tamper switches, regardless of alarm activation. Notification of any such condition that is received by our central station shall warrant automated response via e-mail or text message to the agent(s) designated by the client, whether they be permittee, premise guard, emergency key holder, or all of the above with supplemental central station telephone advice.

NOTE: Door frame descriptions were not available at the time of this preliminary proposal submission. Upon receipt of said descriptions, locks, contacts, and electric strikes will be quoted separately.

Qty Product/Service Description Proposed Location



178-180 Center Street
Wallingford, CT 06492
203.269.3591 888.269.3591 203.265.0727 (fax)
www.monitorcontrols.com
CT#105799 NY#12000244808 MA#S-001106 RI#5017
Your Representative is John W. Yusza Jr.

### Confidential Quotation MCIQ5751-02

Thursday, October 31, 2013 08:29:37 Page 2 of 3

#### Commencement Approval

Thank you for your interest in Monitor Controls, Inc. We realize that you, the consumer, have many choices available to you and we appreciate you considering our firm. We are more than happy to provide references when requested because we are confident our expertise and professionalism will compliment your requirements.

This quotation is hereby accepted and commencement of installation of the above described equipment/services is hereby authorized. This agreement is subject to the terms and conditions attached hereto which the signing party, an authorized owner, officer or agent for the client, acknowledges he/she has read, understands and agrees to.

Signature of Owner, Officer or Authorized Agent	Printed Name	Title	Date
If work is to be scheduled to begin within three of	lave of cignoture above. I becoby wei	us any three (2) day, eight of annui-	and an arrange of the state of
Monito	or Controls, Inc. to commence work in	nmediately.	ssion, and authoriz



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#### Confidential Quotation MCIQ5751-02

Thursday, October 31, 2013 08:29:37 Page 3 of 3

#### Sales Agreement

- Monitor Controls, Inc. assumes no liability for delays in installation of the equipment or for interruptions of service due to strikes, riots, floods, fires, unauthorized tampering during installation, acts of God, or any cause beyond the control of Monitor Controls, Inc., and will not be required to supply service to the customer while interruption of service due to any such cause shall continue.
- 2. Monitor Controls, Inc. shall be liable only to the terms and conditions as stated by Monitor Controls, Inc. and not become a party to or part of any prime or subcontractor schedule, contract or legal document by inclusion, or accept liability of any installation in part or full not performed by Monitor Controls, Inc. or its appointed subcontractors. The customer shall be responsible for any penalties or fines emanating from any alarm ordinance proposed or presently in force.
- 3. Payment shall be made upon receipt of invoice. Work may be invoiced in part or full. A finance charge of 1.5% per month on any unpaid balance shall be added to any invoice over thirty (30) days. Default or delay of any payments beyond these terms may result in the termination of service without prior notice by Monitor Controls, Inc and shall be interpreted as breach of contract by the customer. Continuance of service shall not commence until all payments are current and any additional cost to Monitor Controls, Inc. due to rescheduling, restocking, notes, finance charges, writs of replevin, legal costs or other obligations per this agreement are resolved. The customer also agrees to payment of such obligation together with reasonable attorney's fees and all costs of collection from point of initial breach.
- 4. Monitor Controls, Inc. shall be allowed building access for the purpose of service, inspection, testing, modification or disconnection at its discretion. As all Monitor Controls, Inc. alarm equipment is subject to licensing and/or registration with the Federal Communications Commission, failure to allow said service of such equipment may constitute operation of unlicensed alarm transmitters and may leave the customer subject to daily federal penalties.
- 5. The customer acknowledges that Monitor Controls, Inc. is not an insurer and that proper insurance sufficient to cover any area of performance failure has been obtained by the customer. The customer also acknowledges the system/method selected may notify of possible deliberate criminal intent or act of God. The system/method selected is not sold, installed, maintained, modified or represented in any way as a prevention system against such conditions. Should the customer elect not to purchase proper insurance coverage against such conditions, he/she does so at his/her own risk.
- 6. The customer agrees to furnish all necessary electrical outlets and electrical current at his/her own expense and to provide any special technical assistance at his/her own expense should it be deemed necessary by Monitor Controls, Inc. to perform installation and/or service. Monitor Controls, Inc. is not obligated to repair, redecorate, move, transfer or relocate furnishings, fixtures, stock, or inventory in the performance of installation and/or service. Any alarm registration fees, local, state, or federal taxes, surcharges or similar obligations shall be the responsibility of the customer.
- 7. It shall be the responsibility of the owner to functionally test the operation of the system monthly and notify Monitor Controls, Inc. immediately of any malfunction or deviation from normal operation. Any automatic testing device installed by Monitor Controls, Inc. shall not exclude or excuse Monitor Controls, Inc.'s request of monthly customer testing.
- 8. Should any single paragraph, individual word or statement be stricken by litigation due to law changes, court interpretation, spelling printing errors or grammatical structure, only the single paragraph, individual word or statement so affected may be stricken from these terms. All other paragraphs shall remain unchanged in both legality and spirit.
- 9. In the event of agreement by partners, corporation, or companies, the signing party or parties hereby guarantees performance of the above listed terms and conditions personally in the event of insolvency, bankruptcy, death or any condition which would change the structure of the business as represented.
- 10. The customer acknowledges that he/she has been advised that the system is to be inspected annually on or about the customer's installation anniversary date by a licensed representative of Monitor Controls, Inc. The customer further acknowledges that scheduled maintenance is proposed to maintain the system's integrity, as well as its deterrent capability. Furthermore, the customer verifies that he/she has been offered additional detection equipment, transmission methods, and/or services to enhance the present system type, and acknowledges that the final decision of choice was made by the customer.
- 11. Title to equipment and/or systems (excluding items as indicated in paragraph 13 of this document) passes to the customer upon delivery to

- installation location. Monitor Controls, Inc. will warranty all equipment and labor sold unless noted on the face of this contract for one year from date of installation provided no evidence of misuse, abuse, tampering or unauthorized servicing contributed to such a condition as requires servicing. Monitor Controls, Inc. shall repair or replace any equipment with identical or similar technology/sophistication at its discretion. Any tampering, vandalism, theft, unauthorized installation/service or negligence resulting in damage to the system in whole or in part is solely the responsibility of the customer who will be subject to any monetary charges incurred by Monitor Controls, Inc. for the repair or replacement of such devices caused by said conditions. Licensing of software/hardware is the responsibility of the customer unless otherwise noted.
- 12. The customer understands that the terms and conditions as stated herein are not to be modified, and any verbal, handwritten or telephone modification of these terms must be in writing and so noted on the face of this contract. Such modification must be signed and so approved by a corporate officer of Monitor Controls, Inc. and corporate seal so affixed. The absence of such correspondence, duly signed, is not to be considered as part of any agreement.
- 13. All digital control/communicator, leased line control/communicator, radio frequency transmission (transceiver and encrypted code chips) and associated auxiliary communications equipment will at all times remain the sole property of Monitor Controls, Inc. The average cost of such equipment per account including custom software is estimated at \$2000.00. Failure to secure such equipment/software at time of service discontinuation shall result in Monitor Controls, Inc. taking such steps as maybe required to negate the account, its control/communicator (transmitter) and/or software. The cost of such action would be added to any breach of contract and its appropriate customer obligations, according to paragraph three (3) above. All decals and yard signs describing the location as being maintained by Monitor Controls, Inc. are and will remain the property of Monitor Controls, Inc. Such items are loaned to the individual customer at no charge.
- 14. The customer agrees that in the event of an alarm or emergency condition where no keyholder can be contacted, Monitor Controls, Inc. will respond when requested by the police, fire or emergency services to perform whatever services may be necessary under the requesting department's direction. Such service shall be considered an emergency call and invoiced accordingly per Monitor Controls, Inc. rate schedule.
- 15. The customer agrees that Monitor Controls, Inc. is being paid to design a system to reduce certain risks of loss and that the amounts being charged by the company are not sufficient to guarantee that no loss will occur. If Monitor Controls, Inc. should be found liable for loss or damage due to a failure on the part of Monitor Controls, Inc., its systems or subcontractors in any respect, its liability shall be limited to the repair or replacement of the particular part (excluding batteries) provided the system was installed and maintained solely by Monitor Controls, Inc. personnel and that no evidence of misuse, abuse, damage or negligence by the customer contributed to the failure. Should any court decision find Monitor Controls Inc. liable in any respect at any time its total monetary liability shall be limited to five hundred dollars (500.00). The customer agrees to these conditions freely in advance and shall indemnify and save harmless the company, its employees and agents from and against all third party claims, lawsuits and losses alleged to be caused by the company's performance, negligent performance or failure to perform its obligations under this agreement. The agreed sum shall be complete and excusive and shall be paid and received as liquidated damages and not as any penalty. The customer further agrees to notify Monitor Controls, Inc. via certified mail within 72 hours of any daims connected with this agreement.

# I ACKNOWLEDGE THAT THIS CONTRACT CONTAINS A LIQUIDATED DAMAGES PROVISION. Initial Here

In accordance with the Federal Truth-In-Lending act, you may cancel this agreement provided you notify Monitor Controls, Inc. in writing via certified mail (return receipt requested), which shall be posted no later than three (3) working days after the day on which the customer signs this agreement. Monitor Controls, Inc. will not be obligated to commence performance until after the rescission period has expired.



Wallingford, CT 06492 203.269.3591 888.269.3591 203.265.0727 (fax) www.monitorcontrols.com CT#105799 NY#12000244808 MA#S-001106 RI#5017

#### Confidential Quotation MCIQ5752-03

Thursday, October 31, 2013 08:30:20 Page 1 of 3

#### Bill-To

Theraplant, LLC 159 Nunzio Drive Plantsville, CT 06479

Your Representative is

Daniel Emmans (305) 776-5150

#### Ship-To/Site

Theraplant, LLC 856 Echo Lake Road Watertown, CT 06795

Dan Emmans (305) 776-5150

dan.emmans@gmail.com;ethan@theraplant.com

dan.emmans@gmail.com;ethan@theraplant.com

Thank you for considering Monitor Controls, Inc. Below are the items we recommend be installed.

John W. Yusza Jr.

Payment terms are "upon receipt of invoice" unless otherwise noted. All prices include sales tax (if applicable) and are exclusive of any required permit fees which will be invoiced separately.

Quotation for purchase and installation of intrusion detection system using prints provided by client.

NOTE: This is a prelimainary quotation based upon information provided on submitted blueprints. Monitor Controls, Inc. has provided additional detail for certain items not specified on the blueprints. Upon approval from the State of Connecticut, and upon receipt of ammended blueprints, a formal quotation will be submitted for signature.

NOTE: Duress, panic and hold-up alarms are standard functions that shall be programmed into the system. Receipt of said signal(s) by our central station shall warrant automated response via e-mail or text message to the agent(s) designated by the client, whether they be permittee, premise guard, emergency key holder, or all of the above, with supplemental cental station telephone advice.

NOTE: Any abnormal condition, as defined by the client, that is received by our central station shall warrant automated response via e-mail or text message to the agent(s) designated by the client, whether they be permittee, premise guard, emergency key holder, or all of the above, with supplemental central station telephone advice.

NOTE: The system includes monitoring of all system cabling, power supply batteries, junction boxes, motion detection devices and equipment tamper switches, regardless of alarm activation. Notification of any such condition that is received by our central station shall warrant automated response via e-mail or text message to the agent(s) designated by the client, whether they be permittee, premise guard, emergency key holder, or all of the above, with supplemental central station telephone advice.

NOTE: Audible or slient panic/hold-up devices can be included at client selected locations that, upon receipt of said signal by our central station shall warrant automated response via e-mail or texrt message to the agent(s) designated by the client, whether they be permittee, premise guard, emergency key holder, or all of the above, with supplemental central station telephone advice.

Qty	Product/Service Description	Proposed Location
2.00	Monitor Controls, Inc. owned control/communicator	inside control cabinet
5.00	Enclosure	security office
5.00	Lock Set	on control cabinet
1.00	Power Supply	TBD
2.00	Power Supply	TBD
5.00	Cabinet Tamper Switch	inside control cabinet
4.00	RJ31X	inside control cabinet
4.00	Connect Cord	inside control cabinet



178-180 Center Street Wallingford, CT 06492

203.269.3591 888.269.3591 203.265.0727 (fax)

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CT#105799 NY#12000244808 MA#S-001106 RI#5017 Your Representative is John W. Yusza Jr. Confidential Quotation MCIQ5752-03

Thursday, October 31, 2013 08:30:20

Your F	Representative is John W. Yusza Jr.		Page 2 of 3
2.00	Dual Phone Line Switcher	inside control cabinet	
10.00	Battery	inside control cabinet	
5.00	Dual Battery Harness	inside control cabinet	
5.00	Transformer	TBD	
2.00	Network Interface Module	inside control cabinet	
2.00	GPRS/Cellular Communicator Module	TBD	
1.00	Octo Relay Module	inside control cabinet	
1.00	Popex Module	inside control cabinet	
45.00	Popit Module	a/r	
1.00	Zone Expander	inside control cabinet	
1.00	Keypad	security office	
1.00	Speaker	security office	
15.00	Contact	required doors	
2.00	Contact	ramp gate	
18.00	Motion Detector	as specified	
7.00	Motion Detector	as not specified	
8.00	Glassbreak Detector	offices	
5,000.00	Cable (Plenum)	a/r	
1.00	Yard Sign		
4.00	Window/Door Decals		
16.00	Install Labor-Taxed	a/r	
	Total		28,625.46
2.00	Digital with Network B/U		89.00
2.00	Cellular Monitoring Monthly Fee		49.95
2.00	Activity Reports Monthly Fee		32.00
1.00	Auto Client Notification		10.00

#### **Commencement Approval**

Thank you for your interest in Monitor Controls, Inc. We realize that you, the consumer, have many choices available to you and we appreciate you considering our firm. We are more than happy to provide references when requested because we are confident our expertise and professionalism will compliment your requirements.

This quotation is hereby accepted and commencement of installation of the above described equipment/services is hereby authorized. This agreement is subject to the terms and conditions attached hereto which the signing party, an authorized owner, officer or agent for the client, acknowledges he/she has read, understands and agrees to.

Signature of Owner, Officer or Authorized Agent	Printed Name	Title	Date
If work is to be scheduled to begin within three d	days of signature above, I hereby wait or Controls, Inc. to commence work in	ve my three (3) day right of resci-	ssion, and authorize
mornto			



178-180 Center Street
Wallingford, CT 06492
203.269.3591 888.269.3591 203.265.0727 (fax)
www.monitorcontrols.com
CT#105799 NY#12000244808 MA#S-001106 RI#5017
Your Representative is John W. Yusza Jr.

#### Confidential Quotation MCIQ5752-03

Thursday, October 31, 2013 08:30:20 Page 3 of 3

#### Sales Agreement

- Monitor Controls, Inc. assumes no liability for delays in installation of the equipment or for interruptions of service due to strikes, riots, floods, fires, unauthorized tampering during installation, acts of God, or any cause beyond the control of Monitor Controls, Inc., and will not be required to supply service to the customer while interruption of service due to any such cause shall continue.
- 2. Monitor Controls, Inc. shall be liable only to the terms and conditions as stated by Monitor Controls, Inc. and not become a party to or part of any prime or subcontractor schedule, contract or legal document by inclusion, or accept liability of any installation in part or full not performed by Monitor Controls, Inc. or its appointed subcontractors. The customer shall be responsible for any penalties or fines emanaling from any alarm ordinance proposed or presently in force.
- 3. Payment shall be made upon receipt of invoice. Work may be invoiced in part or full. A finance charge of 1.5% per month on any unpaid balance shall be added to any invoice over thirty (30) days. Default or delay of any payments beyond these terms may result in the termination of service without prior notice by Monitor Controls, Inc and shall be interpreted as breach of contract by the customer. Continuance of service shall not commence until all payments are current and any additional cost to Monitor Controls, Inc. due to rescheduling, restocking, notes, finance charges, writs of replevin, legal costs or other obligations per this agreement are resolved. The customer also agrees to payment of such obligation together with reasonable attorney's fees and all costs of collection from point of initial breach.
- 4. Monitor Controls, Inc. shall be allowed building access for the purpose of service, inspection, testing, modification or disconnection at its discretion. As all Monitor Controls, Inc. alarm equipment is subject to licensing and/or registration with the Federal Communications Commission, failure to allow said service of such equipment may constitute operation of unlicensed alarm transmitters and may leave the customer subject to daily federal penalties.
- 5. The customer acknowledges that Monitor Controls, Inc. is not an insurer and that proper insurance sufficient to cover any area of performance failure has been obtained by the customer. The customer also acknowledges the system/method selected may notify of possible deliberate criminal intent or act of God. The system/method selected is not sold, installed, maintained, modified or represented in any way as a prevention system against such conditions. Should the customer elect not to purchase proper insurance coverage against such conditions, he/she does so at his/her own risk.
- 6. The customer agrees to furnish all necessary electrical outlets and electrical current at his/ner own expense and to provide any special technical assistance at his/ner own expense should it be deemed necessary by Monitor Controls, Inc. to perform installation and/or service. Monitor Controls, Inc. is not obligated to repair, redecorate, move, transfer or relocate furnishings, fixtures, stock, or inventory in the performance of installation and/or service. Any alarm registration fees, local, state, or federal taxes, surcharges or similar obligations shall be the responsibility of the customer.
- 7. It shall be the responsibility of the owner to functionally test the operation of the system monthly and notify Monitor Controls, Inc. immediately of any malfunction or deviation from normal operation. Any automatic testing device installed by Monitor Controls, Inc. shall not exclude or excuse Monitor Controls, Inc.'s request of monthly customer testing.
- 8. Should any single paragraph, individual word or statement be stricken by litigation due to law changes, court interpretation, spelling printing errors or grammatical structure, only the single paragraph, individual word or statement so affected may be stricken from these terms. All other paragraphs shall remain unchanged in both legality and spirit.
- 9. In the event of agreement by partners, corporation, or companies, the signing party or parties hereby guarantees performance of the above listed terms and conditions personally in the event of insolvency, bankruptcy, death or any condition which would change the structure of the business as represented.
- 10. The customer acknowledges that he/she has been advised that the system is to be inspected annually on or about the customer's installation anniversary date by a licensed representative of Monitor Controls, Inc. The customer further acknowledges that scheduled maintenance is proposed to maintain the system's integrity, as well as its deterrent capability. Furthermore, the customer verifies that he/she has been offered additional detection equipment, transmission methods, and/or services to enhance the present system type, and acknowledges that the final decision of choice was made by the customer.
- 11. Title to equipment and/or systems (excluding items as indicated in paragraph 13 of this document) passes to the customer upon delivery to

- installation location. Monitor Controls, Inc. will warranty all equipment and labor sold unless noted on the face of this contract for one year from date of installation provided no evidence of misuse, abuse, tampering or unauthorized servicing contributed to such a condition as requires servicing. Monitor Controls, Inc. shall repair or replace any equipment with identical or similar technology/sophistication at its discretion. Any tampering, vandalism, theft, unauthorized installation/service or negligence resulting in damage to the system in whole or in part is solely the responsibility of the customer who will be subject to any monetary charges incurred by Monitor Controls, Inc. for the repair or replacement of such devices caused by sald conditions. Licensing of software/hardware is the responsibility of the customer unless otherwise noted.
- 12. The customer understands that the terms and conditions as stated herein are not to be modified, and any verbal, handwritten or telephone modification of these terms must be in writing and so noted on the face of this contract. Such modification must be signed and so approved by a corporate officer of Monitor Controls, Inc. and corporate seal so affixed. The absence of such correspondence, duly signed, is not to be considered as part of any agreement.
- 13. All digital control/communicator, leased line control/communicator, radio frequency transmission (transceiver and encrypted code chips) and associated auxiliary communications equipment will at all times remain the sole property of Monitor Controls, Inc. The average cost of such equipment per account including custom software is estimated at \$2000.00. Failure to secure such equipment/software at time of service discontinuation shall result in Monitor Controls, Inc. taking such steps as maybe required to negate the account, its control/communicator (transmitter) and/or software. The cost of such action would be added to any breach of contract and its appropriate customer obligations, according to paragraph three (3) above. All decals and yard signs describing the location as being maintained by Monitor Controls, Inc. are and will remain the property of Monitor Controls, Inc. Such items are loaned to the individual customer at no charge.
- 14. The customer agrees that in the event of an alarm or emergency condition where no keyholder can be contacted, Monitor Controls, Inc. will respond when requested by the police, fire or emergency services to perform whatever services may be necessary under the requesting department's direction. Such service shall be considered an emergency call and invoiced accordingly per Monitor Controls, Inc. rate schedule.
- 15. The customer agrees that Monitor Controls, Inc. is being paid to design a system to reduce certain risks of loss and that the amounts being charged by the company are not sufficient to guarantee that no loss will occur. If Monitor Controls, Inc. should be found liable for loss or damage due to a failure on the part of Monitor Controls, Inc., its systems or subcontradors in any respect, its liability shall be limited to the repair or replacement of the particular part (excluding batteries) provided the system was installed and maintained solely by Monitor Controls, Inc. personnel and that no evidence of misuse, abuse, damage or negligence by the austomer contributed to the failure. Should any court decision find Monitor Controls Inc. liable in any respect at any time its total monetary liability shall be limited to five hundred dollars (500.00). The customer agrees to these conditions freely in advance and shall indemnify and save harmless the company, its employees and agents from and against all third party claims, lawsuits and losses alleged to be caused by the company's performance, negligent performance or failure to perform its obligations under this agreement. The agreed sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as any penalty. The customer further agrees to notify Monitor Controls, Inc. via certified mail within 72 hours of any daims connected with this agreement.

## I ACKNOWLEDGE THAT THIS CONTRACT CONTAINS A LIQUIDATED DAMAGES PROVISION. Initial Here

In accordance with the Federal Truth-In-Lending act, you may cancel this agreement provided you notify Monitor Controls, Inc. in writing via certified mail (return receipt requested), which shall be posted no later than three (3) working days after the day on which the customer signs this agreement. Monitor Controls, Inc. will not be obligated to commence performance until after the rescission period has expired.



178-180 Center Street Wallingford, CT 06492 203.269.3591 888.269.3591 203.265.0727 (fax)

www.monitorcontrols.com

CT#105799 NY#12000244808 MA#S-001106 RI#5017 Your Representative is

John W. Yusza Jr.

#### Confidential Quotation MCIQ5750-01

Monday, November 04, 2013 11:24:45 Page 1 of 3

#### Bill-To

Theraplant, LLC 159 Nunzio Drive Plantsville, CT 06795

**Daniel Emmans** 

(305) 776-5150

720-838-7637

dan.emmans@gmail.com;ethan@theraplant.com

Ship-To/Site

Theraplant, LLC 856 Echo Lake Road Watertown, CT 06795

**Daniel Emmans** (305) 776-5150 720-838-7637

dan.emmans@gmail.com;ethan@theraplant.com

Thank you for considering Monitor Controls, Inc. Below are the items we recommend be installed.

Payment terms are "upon receipt of invoice" unless otherwise noted. All prices include sales tax (if applicable) and are exclusive of any required permit fees which will be invoiced separately.

Quotation for purchase and installation of video monitoring system using prints provided by client.

NOTE: This is a preliminary quotation based upon information provided on submitted blueprints. Monitor Controls, Inc. has provided additional detail for certain items not specified on the blueprints. Upon approval from the State of Connecticut, and upon receipt of ammended blueprints, a formal quotation will be submitted for signature.

Qty | Product/Service Description

Proposed Location



178-180 Center Street Wallingford, CT 06492 203.269.3591 888.269.3591 203.265.0727 (fax)

www.monitorcontrols.com

CT#105799 NY#12000244808 MA#S-001106 RI#5017 Your Representative is John W. Yusza Jr.

#### Confidential Quotation MCIQ5750-01

Monday, November 04, 2013 11:24:45 Page 2 of 3

#### Commencement Approval

Thank you for your interest in Monitor Controls, Inc. We realize that you, the consumer, have many choices available to you and we appreciate you considering our firm. We are more than happy to provide references when requested because we are confident our expertise and professionalism will compliment your requirements.

This quotation is hereby accepted and commencement of installation of the above described equipment/services is hereby authorized. This agreement is subject to the terms and conditions attached hereto which the signing party, an authorized owner, officer or agent for the client, acknowledges he/she has read, understands and agrees to.

Signature of Owner, Officer or Authorized Agent	Printed Name	Title	Date
If work is to be scheduled to begin within three d Monitor	ays of signature above, I hereby wai r Controls, Inc. to commence work in	ive my three (3) day right of rescind mediately.	ssion, and authorize
Signature of Owner, Officer or Authorized Agent	Printed Name	Title	Date



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### Confidential Quotation MCIQ5750-01

Monday, November 04, 2013 11:24:45 Page 3 of 3

#### Sales Agreement

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## **BranchServ Alarm Monitoring Services and Fees**

Category	Service	Description	Апп	ual Fee
Activation Fee	Initial data base build	Entering of all branch site data. Zones, call lists, emergency contacts etc.	\$50	/One Time
Alarm monitoring	Basic Alarm Monitoring: with daily	Monitoring of alarm panel for alarm, restoral, and troubles signals and one test via primary communication channel per day. Up to 16 zones.	\$448	/branch
	Basic Alarm Monitoring: with weekly test	Monitoring of alarm panel for alarm, restoral, and troubles signals and one test via back-up communication channel per week. Up to 16 zones.	\$353	/branch
Open/Close				
	Open/close: lag only	All arming and disarming signals logged and stored.	\$144	/branch
	Open/close: supervised	All arming and disarming signals logged and stored and verified via phone.	\$288	/branch
dministration	Open/close: additional areas	Arm and disarming signals for each additional area.	\$72	/area
	BranchServ Remote Administration	Enables BranchServ to conduct remote diagnostics and programming of alarm panels. Enables BranchServ to add and delete users remotely. Note: BranchServ will not disarm systems remotely. Includes 24 set-up changes per branch per year (DMP & Bosch panels only)	\$220	/branch
	Client Web Access	Enables Client to login to web portal, view account information, and request reports		No Charge
ellular communic	eation			
	Telular: weekly	Back-up line of communication using Tellular cellular units with a single weekly test report to central station.	\$160	/branch
	Telular: daily	Back-up line of communication using Tellular cellular units with a single daily test report to central station.	\$293	/branch
	Uplink: weekly	Back-up line of communication using Uplink cellular units with a single weekly test report to central station.	\$150	/branch
	Uplink: daily	Back-up line of communication using Uplink cellular units with a single daily test report to central station.	\$270	/branch



October 28, 2013

Mr. Daniel Emmans TheraPlant, LLC 856 Echo Lake Road Watertown, CT 06795

Re: TheraPlant -Intrusion Detection System Estimate

Please find the attached proposal estimate for the intrusion detection system at the TheraPlant Watertown, Ct facility. This estimate is based on a review of the project drawings and conversations with TheraPlant officials in association with CT regulations per Section 21a-408.

The system will include

The product will be

The system includes

Please let me know if there are any questions or concerns.

BranchServ

Brian Sullivan

Brian Sullivan Sales and Installation Manager



### Connecticut Department of Consumer Protection Medical Marijuana Producer License Request for Application

Appendix B





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

### Appendix B 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: B	Backer Infor	mation			AND THE RESERVE OF THE PERSON		
Backer busin	ess type:						
Sole Proprictorship	Corporation	Limited Liability Co.	Partnership	Limited Liability Partnership	Unincorporated Association	Other:	
2. Legal Name Ethan E. Ruby							
3. Trade Name	of Backer (if ap	plicable):					
4. Street Addres	ss (including A <sub>I</sub>	partment or Suit	e #):				
5, City:				6. State:	7. Zip Code:		
8. Daytime Tele	ephone Number	9. Fax	Number:		10. E-mail Address; ethan@theraplant.co		
organization. A if necessary.  Each member o  Apper	member is any	person with a c ified in response also a director	lirect or indirect	et ownership interest	, identify the members greater than 5%. Attac er: employee of the produ	ch additional page	
11. Name (First					12. Percen	tage of ownership	
Ethan E Ruby							
11-11-1							

MMP - Producer License Application - September 2013

Page 7 of 13



### Connecticut Department of Consumer Protection Medical Marijuana Producer License Request for Application

### Appendices C

Ethan Ruby

Michael Guarnieri, Ph.D

Marc Adelson

Peter Rafa

Daniel Emmans

Moria Feighery-Ross

Scott Turner

Timothy Coleman, Ph.D

Jonathan Lane

Annik Chamberlin, R.Ph.

Jeff Lakey

# **Appendix C Ethan Ruby**





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 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.

1. Name (First, Middle, La	st): Ethan Ruby				
2. Street Address (including	g Apartment or Su	nite #):			
3. City:			4. State:	5. Zip Code:	
6. Title: CEO 7. Telephone N		7. Telephone Number:	8. E-mail ethan@	Address: theraplant.co	
9. Date of Birth: 10. Social Security Number		al Security Number:		11. Gender: ☑ Male □ Female	
Section B: Employm	ent Informatio	n	9 - N 300		
12. Current or Most Recen	t Employer:		13. Date of Em	ployment:	
Self Employed			Start Date: 05	/31/1997	
			End Date: :		
14. Employer Address (inc	luding Apartment	or Suite #):			
15. City:			16. State:	17. Zip Code:	
18. Daytime Telephone Nu	mber: 19. Fa	x Number:	20. E-mail Address:		
		re Business Experience experience controlling, ma		or working for a marijuana or	
agriculture business?  ☐ Yes ☑ No	t, are you currentl	y associated with a marijua	na or agriculture b	usiness in any state or country?	

13





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

Section	D: Other Relevant Business Experie	nce	
THE REAL PROPERTY.	ou have any experience controlling, managing, of		other business that you believe may be
	o the department's evaluation of the applicant v		
☑ Yes [	□ No		
with which	answered "yes" to question 24, attach a statement you have been associated: The business name; Products or services offered; The business location; All titles and responsibilities held by you at the The dates of your association with the business; Whether you currently have a role at the business whether the business was ever alleged to have a prevaled to the prevalence during the time period when you were shose allegations; and how this experience is relevant to the department associated.	business, including the time ss and, if not, when your inviviolated the laws or regulatio associated with the business	frame for each;  olvement terminated and why;  ons of the state or country in which it and, if so, the nature and resolution of
G		V-10-00-00-00-00-00-00-00-00-00-00-00-00-	
	E: Licenses, Permits and Registration		
Provide in additional	formation regarding all state licenses, permits a pages if necessary.	and registrations ever held, o	surrent or expired by you. Attach
26. State	27. Issue Date (month/year):	28. Type:	29. Number:
	Expiration Date (month/year):	1	
30. State	31. Issue Date (month/year):	32. Type:	33. Number:
	Expiration Date (month/year):		
	<b>*</b>		
Section	F: Legal Proceedings		
34. Have yotherwise year perio		l management or control, had al Bankruptey Act or under a	d any petition filed by or against you, or any State insolvency law in the last ten
If the ans	wer above is "yes", attach a statement provi	ding the details of such pro	oceeding or petition.
registratio	you, or has any entity over which you exercised n in Connecticut, or any other State, suspended		
☐ Yes ☑			
If the ans issue, and	wer above is "yes", attach a statement provid a description of the circumstances relating	ding the date(s), the type of to each suspension, revocat	license, permit or registration at tion or other disciplinary action.





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

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36. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?				
☐ Yes ☑ No				
If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.				
37. Have you, or has any entity over which you exercised managemen \$10,000 assessed by any regulatory agency?	t or control, ever had any fines or other penalties over			
☐ Yes ☑ No				
If the answer above is "yes", attach a statement providing the deta	ils of such fines or penalties.			
Section G: Criminal Actions				
Section G. Criminal Actions				
38. Have you ever been convicted of a crime or received a suspended offense in criminal or military court or do you have any charges pendi	sentence, deferred sentence, or forfeited bail for any ng?   Yes  No			
If the answer above is "yes", attach a statement providing the date the court(s) where the case(s) were decided, a description of the cirpending charges and the outcome of the proceedings.	(s) of conviction(s), name of individual(s) involved, cumstances relating to each offense or for the			
Section H: Criminal Background Check				
I understand that the department may review criminal background reco- participate in the medical marijuana program. I hereby authorize the re- privileged nature to the department and its agents.	ords for purposes of evaluating my suitability to elease of any and all information of a confidential or			
39. Signature:	40. Date Signed:			
	November 1, 2013			
I hereby certify that the above informat	ion is correct and complete.			
I fully understand that if I knowingly make a statement that is untrue Consumer Protection or any person designated by the Department in violation of Section 53a-157b of the Connecticut General Statutes.	and which is intended to mislead the Department of			
41. Signature:	42. Date Signed:			
	November 1, 2013			





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

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

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

26. Signature:

27. Date Signed:
November 1, 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:

28. Signature:

29. Date Signed:

November 1, 2013

#### The business name

The Buoniconti Fund to Cure Paralysis, Inc.

#### Products or services offered

Committed to finding a cure for paralysis resulting from spinal cord injury (SCI) and to seeing millions worldwide walk again, the Buoniconti family established The Buoniconti Fund to Cure Paralysis in 1992, a non-profit organization devoted to assisting The Miami Project achieve its national and international goals. Since its inception, a goal of The Miami Project to Cure Paralysis has been to increase the number of laboratories undertaking SCI research by recruiting the premier scientists to the field, and by training students who will establish new research laboratories throughout the world. Today, The Miami Project serves as a model for other institutions that are developing centers for SCI research.

### The business location

The Buoniconti Fund is based in Miami, Florida, with chapters in 15 US cities.

1095 NW 14th Terrace Lois Pope LIFE Center Miami, FL 33136 USA

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

Director, New York Chapter, 2002-2007

Appointed volunteer position, reporting to President Marc Buoniconti

- Coordinator of outreach and educational programming to raise awareness of SCI research
- Responsible for conceiving and organizing teams to produce multiple fund-raising events annually
- Resource allocation and tracking of expenditures related to programming, events, and recruitment of staff to oversee and report funds raised to President
- Creator of Poker4Life, a charity poker tournament that has raised the profile of Miami Project and research news and become a standalone annual event

### The dates of your association with the business:

I worked with The Buoniconti Fund from 2002-2007, as an appointed chapter volunteer.

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

In 2008, due to the success of Poker4Life, a charity tournament event that I created and evolved starting in 2005, my focus shifted to producing and growing just that event. My relationship with the company is directly related to Poker4Life now which has been in existence for 8 years and continues to raise funds contributing \$1M to research alone.

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

No.

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

I believe in research based medical science, and this belief was both instigated and fueled by the commitment to continuous research with laser-sharp focus that The Buonoconti Fund supports. My vision for a state of the art laboratory and result driven operation for Theraplant in Connecticut, and the goal of setting the standard for quality and professionalization of the medical marijuana industry was inspired by my experience above. Additionally, fund raising is a necessity for any business, and my success in this realm is proven.

### The business name

WheelComfort, LLC

#### Products or services offered

WheelComfort manufactures and sells three sizes of its patented removable padded footplate for wheelchairs. When fitting for a wheelchair, physical therapists and testing specialists take footwear into account as they adjust the height and angle of footrests. Without the protection of shoes a wheelchair user's feet are exposed to the hard surface of the footplate, which can lead to painful and dangerous pressure sores, cuts, bruises and broken bones. The WheelComfort Removable Padded Footplate protects bare feet while maintaining proper balance and foot positioning. It attaches securely to the existing footplate with minimal effort and is lightweight, durable and waterproof for ultimate versatility. For wheelchair users, comfort isn't a luxury — it's a necessity.

### The business location

- 1.) 46 Horton Road, Cold Spring, NY 10516
- 2.) 1265 South Corona Street, Denver, CO 80210
- 3.) Web Sales throughout 50 States, Canada, UK and Australia

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

Founder, Inventor, CEO

- Conducted research and development (R&D) with users and manufacturers beginning in 2007.
- Received a patent on November 6<sup>th</sup>, 2012 ("U.S. Patent No. 8,302,985").
- Product sales of product commenced in April of 2009.
- Expanded product line to include two additional sizes in 2013.

#### The dates of your association with the business:

2007-Present

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

Yes. I am currently the CEO. I intend to appoint a new CEO if Theraplant's application is approved.

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

No.

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

WheelComfort is a manifestation of my mission to celebrate my survival of a spinal cord injury by devoting my energy to the greater good. I identified a problem faced by wheelchair-bound people, crafted a solution, and then organized and funded R&D to make the solution available to the public. In very much the same way, I wish to help patients suffering from debilitating conditions to gain safe, reliable access to unadulterated medicine by making Theraplant a model of scientific advancement, legal compliance, security and social justice.

#### The business name

Wearable Collections, LLC

#### Products or services offered

Wearable Collections places bins in residential apartment buildings throughout New York City to collect used clothing, preventing it from entering the landfill. In the same way there are bottle, newspaper and plastic recycling options, Wearable Collections provides a textile solution to convenient and socially responsible recycling. Wearable Collections accepts all used, clean clothing including shoes and hats. Household items such as curtains, linens, towels, handbags and belts are also accepted.

### The business location

New York City, NY

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

Inspiration and Co-founder (2005)

Owner (2005–2012)

- Responsible for negotiating community and corporate partnerships and identifying opportunities for recycling relationships
- Managed executive relationships and oversaw all staffing and budgets for opportunistic events

#### The dates of your association with the business

2005-2012

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

No current daily role. Equity in the company was donated back to the company in 2011 to allow other investments to fuel the company's growth without diluting the main shareholder, Principle and CEO (Adam Baruchowitz). Personal financial gain was displaced by the welfare and success of the company. See Exhibit APC ER-1Attach WC letter as Exhibit APC-ER 1)

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

No.

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

A long-time friend and business associate who knew of my strong commitment to the greater good reached out to me after the accident that left me paralyzed in 2000 with a tangible idea to raise money for SCI research and take real steps to help the environment. We joined forces to create the first ever textile-recycling program in New York City, encountering every possible challenge faced by start-up companies. Through perseverance and creative problem solving, Wearable Collections overcame the obstacles and established relationships with officials for NYC as a whole and the individual boroughs to bring our services to over 200 residential buildings, as well as greenmarkets throughout the city. To date, the company has diverted over 1 million pounds of textiles from landfills. My involvement in this business demonstrates my entrepreneurial and philanthropic capabilities, and serves as an example of how I use those capabilities to bring solutions to local communities.

In addition, I was constantly tasked with working with executives from educational institutions, religious organizations and corporations to develop events in which I was responsible for managing budgets, staff and optimizing results of the joint ventures.

#### **Business** name

+NRG Investments LLC

### Products or Services Offered

Real Estate Investments

#### **Business Location**

10366 West Grand Place, Littleton, CO 80127

### All Titles and Responsibilities Held by You;

Founding Partner, 2007-present

- Monitor targeted real estate markets to identify and secure prime investment opportunities
- Conduct on-going market research to create renovation and sales strategies for optimal ROI
- Creation and overseeing administration of portfolio budget to ensure maximum profitability
- Responsible for legal due diligence on all prospective properties

#### Dates of Association with the Business

2007-present

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

Although properties remain in the portfolio, we are in the process of winding down operations to focus solely on Theraplant.

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

No

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

The goal of my professional career has been to be a forward-thinking businessperson focused on identifying trends in their infancy. Recognizing that emerging nationwide real estate market

trends were optimal for profitability, I conducted exhaustive research of individual markets to choose a prime location. My selection of Denver was optimal because it allowed a partnership with Daniel Emmans, who had a proven record of success in real estate and with whom I had a prior business relationship with. I have applied these same skills in bringing together the leadership team for Theraplant — identifying an opportunity, researching an industry, and identifying experienced and successful collaborators to execute the concept.

By accurately reading market indicators, Mr. Emmans and I retained the liquidity of our portfolio even during market downturns. The same judicious allocation of resources will allow us to provide an uninterrupted supply of quality medication to patients in Connecticut. The portfolio faced challenges with budgets, renovation schedules, and contract negotiations; however, we continuously employed creative problem-solving strategies to bring all projects to completion.

+NRG Properties was able to fulfill community needs for carefully planned and executed sale and rental properties. We intend to apply the same principles to our medical marijuana business by providing a quality product at a fair price. In the process of pursuing profit, we carefully supported neighborhood revitalization and look forward to bringing that same commitment to Watertown, Connecticut where our proposed facility is located.

# Appendix C Marc Adelson





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### Appendix C

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

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

Informatio	n			
st): Marc Ric	hard Adelson			
Apartment of	or Suite #):			
Annual Control	*		4. State:	5. Zip Code:
Compliance	Offic 7. Telephone Number	:		Address: eraplant.co
			100	I 1. Gender: ☑ Male □ Female
nt Inform	ation			
Charles and the same	A NO. NO. CONTRACTOR	13.3	Date of Emp	loyment:
		Star	Date: 11/6	01/2011
		End	Date: : 01/6	01/2014
uding Apartn	nent or Suite #): 1 Sound S	nore Drive	)	
		16.5	State: CT	17. Zip Code: 06830
mber: 19	. Fax Number:	20. E-mail Address: madelson@teladoc.com		
CONTRACTOR ASSOCIATION			, operating o	or working for a marijuana or
		•	1 14 1	tues la sur data su countra?
, are you cur	rently associated with a mari	juana or ag	griculture bu	shiess in any state of commy
o question 21 which you h	or 22, attach a statement set ave been associated:	ting forth	the following	g information for each marijuana
	Marc Ric g Apartment of Gompliance 10. Sent Informate Employer:  Inding Apartment of Apartment of Agricult, do you have to question 21	Marc Richard Adelson g Apartment or Suite #):  Compliance Offic  10. Social Security Number:  ent Information t Employer:  1 Sound Simber:  19. Fax Number:  1 or Agriculture Business Experient, do you have any experience controlling, t, are you currently associated with a marient	Marc Richard Adelson  g Apartment or Suite #):  Compliance Offic 7. Telephone Number:  10. Social Security Number:  Int Information  t Employer: 13.3  Star  End  Inding Apartment or Suite #):  1 Sound Shore Drive  16.3  mber: 19. Fax Number: 20.3  ma  Tor Agriculture Business Experience  t, do you have any experience controlling, managing  t, are you currently associated with a marijuana or age  to question 21 or 22, attach a statement setting forth	Marc Richard Adelson  g Apartment or Suite #):  Compliance Offic 7. Telephone Number: 8. E-mail A Marc@th  10. Social Security Number: 13. Date of Emp Start Date: 11/6 End Date:: 01/6  Inding Apartment or Suite #):  1 Sound Shore Drive  16. State: CT  20. E-mail Addr madelson@te  17. Telephone Number: 19. Fax Number: 20. E-mail Addr madelson@te  18. E-mail Addr Marc@th  19. Fax Number: 20. E-mail Addr madelson@te  19. Graviture Business Experience  19. Graviture Business Experience

0138





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100			AND DESCRIPTION OF THE PERSON		<b>电影器 医电影</b>	THE PERSON NAMED IN	1
N. Co	etion	1 DE 0 1	her Re	avanna	STISTINGSS	DXIDENIC	nce

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 Registrati	ions	
	formation regarding all state licenses, permit pages if necessary.	s and registrations ever held, co	arrent or expired by you. Attach
26. State	27. Issue Date (month/year):  Expiration Date (month/year):	28. Type:	29. Number:
30. State	31. Issue Date (month/year):  Expiration Date (month/year):	32. Type:	33. Number:

#### Section F: Legal Proceedings

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

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





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36. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?				
☐ Yes ☑ No				
If the answer above is "yes", attach a statement describing the litigation, inc litigation, the name and location of the court before which it is pending, the general nature of the claims being made and the impact an unfavorable opin applicant's operations.	identify of all parties to the litigation, the			
37. Have you, or has any entity over which you exercised management or control \$10,000 assessed by any regulatory agency?	, ever had any fines or other penalties over			
☐ Yes ☑ No				
If the answer above is "yes", attach a statement providing the details of such	fines or penalties.			
Section G: Criminal Actions				
State of the state	MANUPANTAGAN,			
38. Have you ever been convicted of a crime or received a suspended sentence, d offense in criminal or military court or do you have any charges pending?	eferred sentence, or forfeited bail for any les ☑ 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 pur participate in the medical marijuana program. I hereby authorize the release of at privileged nature to the department and its agents.				
39. Signature:	40. Date Signed:			
	11/1/2013			
I hereby certify that the above information is co	rect and complete.			
I fully understand that if I knowingly make a statement that is untrue and which Consumer Protection or any person designated by the Department in the perform violation of Section 53a-157b of the Connecticut General Statutes.				
41. Signature:	42. Date Signed:			
	11/1/2013			

#### Appendix C

#### Marc Adelson

### Question #25

#### The business name

Teladoc Inc.

### Products or services offered

Teladoc provides telehealth services to over 6 million members. Teladoc provides its members access to remote medical consultations performed by licensed physicians.

### The business location

Teladoc has 2 primary office locations: Greenwich, CT and Dallas, TX

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

Teladoc Connect Market Leader - 2011-Present

### The dates of your association with the business;

November 2011 to present.

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

Still in current role.

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

None

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

In my current role at Teladoc I have 2 primary responsibilities: First, to develop new business relationships with physicians and other healthcare providers; second, to assist the general counsel with regulatory, compliance and contracting matters.

Telehealth is highly regulated business that requires requires me to fully understand and adhere to very detailed regulations. Since Theraplant believes that operating a medical marijuana production facility in CT will require strict adherence to protocols and regulations as promulgated by the legislature and the Department of Consumer Protection and consequently, Theraplant's pharmaceutical industry expert consultants, my experience in telehealth will be of value to Theraplant.

#### The business name

Top Shelf Gourmet of Kentucky

#### Products or services offered

Top Shelf Gourmet is a producer of Jim Beam branded processed pork and poultry products such as Bourbon Ham and Bourbon Turkey for sale in retail grocery, club stores and the food service industry. Top Shelf Gourmet holds the exclusive license from Jim Beam Global to produce processed pork and poultry products.

### The business location

Top Shelf Gourmet is headquartered in Uniontown, KY with offices in Rye, NY and Austin, TX

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

Co-Owner, Co-Founder, President

### The dates of your association with the business;

2008-Present

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

I am currently still the President of Top Shelf Gourmet of Kentucky.

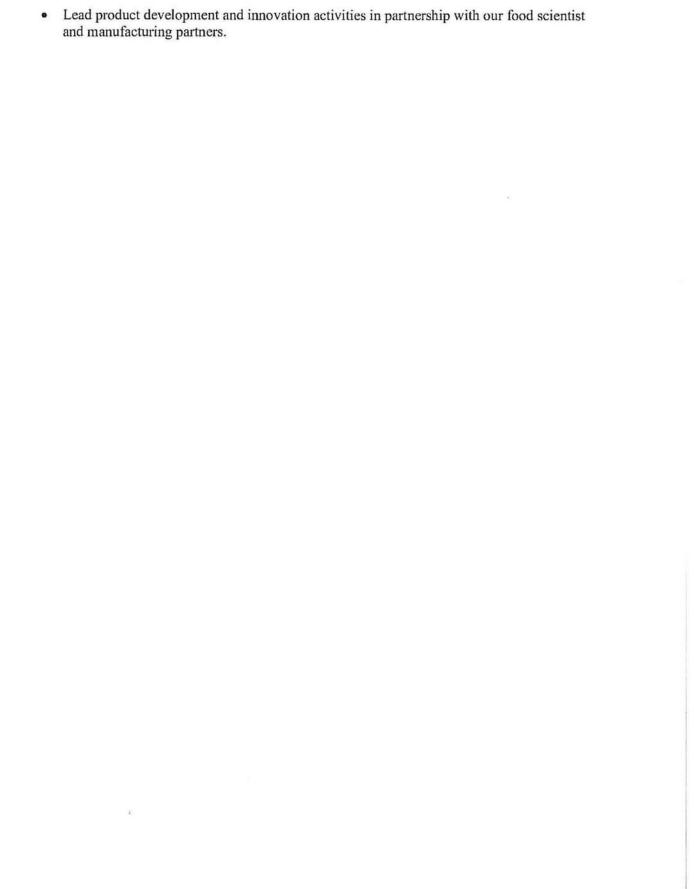
Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations

None

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

As a co-founder of Top Shelf Gourmet of Kentucky (Top Shelf) I am involved in every aspect of the business including but not limited to product development, label design, supplier selection and audit, quality control and sales. In this role I perform the following duties which are all transferrable to the operations of Theraplant:

- Verifying label designs are in compliance with USDA regulation and Jim Beam Global trademark requirements.
- Examine audits of all processing facilities and certifying compliance to Jim Beam Global
- Develop new distribution channels
- Manage all banking and tax compliance



#### The business name

Ability Resources

#### Products or services offered

Ability Resources is a Life and Health Insurance and Reinsurance Company

### The business location

Ability Resources is domiciled in Bermuda with domestic offices in Greenwich, CT, Framingham, MA and Omaha, NE.

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

Senior Vice President and Secretary 2007-2011

### The dates of your association with the business;

2007-2011

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

My role with Ability Resources was terminated due to the fact that Ability Resources stopped accepting new risk.

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

None

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

Ability Resources (Ability) operates in the heavily regulated insurance and reinsurance business segments. At Ability I worked closely with various state insurance departments to file new products and also explain and gain approval of new business transactions. As a lawyer and also a business person working on transactions I had primary responsibility as company liaison with insurance departments and commissioners. In addition, my role at Ability required detailed analytical skills to model and price new businesses as well as continuing to monitor the risk and liabilities on the corporate balance sheet. Pricing, closing and monitoring risk business requires great attention to detail, coupled with a granular understanding of the risks as well as the regulations which govern the various products such as long term care or life insurance.

Theraplant views the operation of a successful medical marijuana production facility as being very dependent on compliance, process and audit. These are all skills necessary to be a successful executive in the insurance and reinsurance industries. Staying compliant was a condition to maintaining your license and doing business in each state as an insurance company. Staying in compliance with insurance and reinsurance regulations also included the regular filing of Statutory Accounting Statements to the appropriate state authorities. It is this experience working in a highly regulated environment directly with regulators that qualifies me to oversee the compliance and quality functions at Theraplant.

# Appendix C Daniel Emmans





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### Appendix C

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

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

Section A: Personal Informa	ation		10	
. Name (First, Middle, Last): Dani	el Michael Emmans			
Street Address (including Apartm	ent or Suite #):			
3. City		a Stat	e:	5. Zip Code:
6. Title: Chief Operating Officer 7. Telephone Num		er: 8. E-mail Address:		
. Date of Birth:	10. Social Security Number:		11. Gender:  ☑ Male ☐ Female	
		treation of the last	110.5	
ection B: Employment Info		12 Date of	Emp	loyment:
<ol><li>Current or Most Recent Employ Grass Roots Health and Wellness (</li></ol>	13. Date of Employment:			
Mass Roots Health and Weilless C		Start Date: 9/23/2009		
		End Date: : 3/15/2013		
4. Employer Address (including A	partment or Suite #): 3301 Brig	hton Blvd.		
15. City: Denver		16. State: C	0	17. Zip Code: 80216
18. Daytime Telephone Number: 19. Fax Number: 720-226-9058		20. E-mail Address:		
		dan@grassroots-colorado.com		
Section C: Marijuana or Ag 21. Other than the applicant, do you agriculture business?  Yes \( \square\) No	u have any experience controlling to the currently associated with a m	ng, managing, opera		
☐ Yes ☑ No				· · · · · · · · · · · · · · · · · · ·
Yes No	ion 21 or 22, attach a statement	setting forth the foll	owir	ng information for each marijuana
Yes No  23. If you answered "yes" to quest or agriculture business with which	ion 21 or 22, attach a statement you have been associated:	setting forth the foll	owii	ng information for each marijuana
Yes No	you have been associated:	setting forth the foll	owir	ng information for each marijuana
Yes No  23. If you answered "yes" to quest or agriculture business with which • The business name; • Products or services offer	you have been associated:			
23. If you answered "yes" to quest or agriculture business with which  The business name;  Products or services offer  The business location;  All titles and responsibility	you have been associated: red: ties held by you at the business,			
☐ Yes ☑ No  23. If you answered "yes" to quest or agriculture business with which  • The business name;  • Products or services offer  • The business location;  • All titles and responsibility  • The dates of your associa	you have been associated: red; ties held by you at the business, tion with the business;	including the time I	ramo	e for each:  ment terminated and why; and
Yes No  23. If you answered "yes" to quest or agriculture business with which  The business name;  Products or services offer  The business location;  All titles and responsibility  The dates of your association.	you have been associated: red; ties held by you at the business, tion with the business; are a role at the business and, if	including the time I	rame olven	e for each:





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Section D	: Other Relevant Business Experience		75年12年18日第18年1
24. Do you relevant to  ☑ Yes □	have any experience controlling, managing, opera the department's evaluation of the applicant with	ating or working for any other whom you are associated?	business that you believe may be
		wine fourth the following info	rmation for each such business
with which  The Pr  All  W  W  Op  the	nswered "yes" to question 24, attach a statement of you have been associated: no business name; oducts or services offered; no business location; and titles and responsibilities held by you at the busines dates of your association with the business; thether you currently have a role at the business at thether the business was ever alleged to have violated business during the time period when you were associated associated.	iness, including the time frame and, if not, when your involvem atted the laws or regulations of ociated with the business and, i	for each;  ent terminated and why; the state or country in which it f so, the nature and resolution of
Provide in	E: Licenses, Permits and Registrations formation regarding all state licenses, permits and pages if necessary.	registrations ever held, curren	
26. State	27. Issue Date (month/year): 9/2013	28, Type:	29. Number:
Federal	Expiration Date (month/year): 9/2015	Series 56 Security	2580264
30. State	31. Issue Date (month/year): 5/2011	32. Type:	33. Number:
Colorado	Expiration Date (month/year): 5/2013	MMJ Key license	M01434
The latest the second second	F: Legal Proceedings	CONTRACTOR STATE	
34. Have yotherwise year perio	you, or has any entity over which you exercised n sought relief under, any provision of the Federal d?	nanagement or control, had any Bankruptey Act or under any S	petition filed by or against you, or State insolvency law in the last ten
□ Yes ∃			
If the ans	wer above is "yes", attach a statement providi	ng the details of such proceed	ling or petition.
35. Have registration	you, or has any entity over which you exercised non in Connecticut, or any other State, suspended, r	nanagement or control, ever ha revoked or otherwise subjected	d a professional license, permit or to disciplinary action?
☐ Yes □	⊇ No		
If the an	swer above is "yes", attach a statement providi d a description of the circumstances relating to	ng the date(s), the type of lice each suspension, revocation	ense, permit or registration at or other disciplinary action.





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nalties may reasonably be expected to exceed
including the title and docket number of the he identify of all parties to the litigation, the pinion may have on the applicant or the
trol, ever had any fines or other penalties over
uch fines or penalties.
<b>医</b> 内侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧侧
e, deferred sentence, or forfeited bail for any Yes No
onviction(s), name of individual(s) involved, naces relating to each offense or for the
purposes of evaluating my suitability to if any and all information of a confidential or
40. Date Signed:
11/1/13
correct and complete.
hich is intended to mislead the Department of formance of their official function, I will be in
42. Date Signed:

#### Daniel Emmans

### Appendix C

#### Questions #23 and #25

#### The business name

Grass Roots Health and Wellness, LLC

### Products or services offered

#### Raw buds

- Sold in any quantity from 1 gram to 2 ounces
- · Pre-rolled marijuana cigarettes

### Concentrates in many forms

- · Water extracted hash
- · Butane extracted hash oil
- · Personal vaporizer pens similar to e-cigarettes
- · Dry ice extracted hash
- Keef

### Infused edibles in many forms

- · Baked goods
- lozenges and other oral-mucosal dosage forms
- · foods such as crackers
- Various sauces (marinara, pesto, salsa)
- · oral solutions and suspensions

### Infused topical applications

- · Roll on balms
- · Lip balm
- Salves

### The business location

Originally at 2832 W. 44th Ave Denver, CO. 80211, moved to 3301 Brighton Blvd. Denver, CO 80216 in May of 2012

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

#### Proprietor

November 2009 - March 2013

- Researched, created and executed business plan for medical marijuana dispensary and additional production facility, as required by amendment to Colorado law in 2010
- Implemented newly-created industry; including business licensing and tax compliance
- · Assembled a team of highly-skilled agricultural and production employees
- Identified location for production facility; worked with architect to plan building renovations; oversaw renovations and building rehabilitation
- · Advised state and local officials crafting industry regulations and protocols
- Crafted and implemented protocols to ensure ongoing compliance with evolving state and local regulations
- · Created efficient procedures to ensure production of consistent, high-quality medication
- Structured production to respond to agricultural challenges while maintaining a consistent level of production
- Maintained a superior level of ethics and integrity to establish the business as a model of proper realization of state and local medical marijuana objectives
- Hired and collaborated with leading security professionals to ensure a secure facility for patients, employees, and product
- Managed subleasing of production space to nine tenant producers

#### The dates of your association with the business;

November 2009-March 2013

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

No. Grass Roots' dispensary facilities closed in late 2012, and both production and dispensary facilities ceased operations in March 2013. The cessation of business was driven by 2 factors:

- 1. Colorado law does not permit producers to solely produce medical marijuana; they must also own retail dispensaries and sell 70% of their production through their own dispensaries. This rule was dubbed the 70/30 Rule by Colorado operators. Given Grass Roots' production expertise and interest in advancing the medical and scientific aspects of medical marijuana, dispensary operations were a distraction, and additionally required energy and resources outside of our core expertise and focus;
- 2. Due to issues related to the location of our initial dispensary facility, we were forced to relocate. While our production facility flourished, the relocation greatly hurt our dispensary business, and our strict compliance with Colorado's 70/30 Rule further affected our ability to

produce medication for wholesale to other dispensaries. Notwithstanding our survival after such an expensive and disruptive event, its deleterious effect on our present and future business harmed our ability to maintain focus on our successful production operation. We then made a collective decision to pursue the emerging opportunity to focus solely on production in Connecticut (which we had been monitoring due to our East Coast roots), and eventually apply in Connecticut for a production license. Theraplant was formed in March 2013, reflecting our commitment to Connecticut.

## 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

Yes. On March 23, 2012, GRH, like many Colorado operators, received notice from The U.S. Attorney for the District of Colorado that our Dispensary and Production facility fell within 1,000 feet of a school. Since Colorado officials took no issue with our location or its compliance with state law, we disputed the measurement due to our own calculations and the uncertainty of how the U.S Attorney determined the proximity to any school. However, due to the great risk associated with asserting that the U.S. Attorney was incorrect in their measurement and their application of relevant rules, we relocated our dispensary facility within the time period allotted out of an abundance of caution. After relocation, the matter was deemed resolved and we had no further contact from the U.S. Attorney.

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

My ownership and operation of a medical marijuana facility in Colorado for three and a half years gave me the industry knowledge and experience necessary to operate a facility under the highly desirable, strict regulatory environment in Connecticut. When I founded Grass Roots Health and Wellness Center (GRH) in 2009, Colorado law was such that operations commenced before state and city regulations were drafted. I made the decision to structure my business to comply with the most stringent foreseeable regulation of the newly created industry and my own strict integrity toward the use of marijuana as medicine. All of the decisions made by my team and I at the inception of GRH, resulted in the meeting or surpassing Colorado law on both the state and local level. The quality and consistent supply of the medicinal marijuana produced by GRH demonstrates my team's command of the growing process vital to the success of any producer. The security protocols at our facilities successfully prevented theft and diversion, as well as provided for the safety of our employees.

The security plan for our dispensing facility included three bullet-proof enclosures such as those used for the security of bank tellers; security cameras on the interior and exterior; security doors with locks that could not be picked or drilled; TL-15 and TL-30 rated safes; panic alarms; cellular back-up for the security system; and detection systems for motion and glass breakage. During the course of our operation we had eight attempted break-ins, all of which were thwarted by our system, with five of the perpetrators arrested. Our state-of-the-art system

allowed us to observe one of tenant growers conducting an illegal transaction, which resulted in a ban from our property and a formal report to the Drug Enforcement Agency and local authorities.

We created and implemented procedures for verifying patient identification; secure logging of patient information for compliance with the Health Insurance Portability and Accountability Act; and electronic tracking of all purchase and inventory. The Colorado Medical Marijuana Enforcement Division was so impressed with our facility that they not only asked us to beta test their new RFID tracking system, and they brought in several groups of new agents to observe our procedures as a live demonstration of desired protocols.

In May of 2010 the State of Colorado passed a law that a dispensary must produce 70% of the medicine they sold and that production facility must be located within a zoned industrial area. Despite intense competition and a tight timeline, I secured a 130,000 square foot building. planned and supervised the renovation, and set up medical marijuana production from the ground up. GRH also leased space to nine other legally compliant producers. I became responsible for approximately 120 people working within our space for our operation and those of the subtenants. We applied the same stringent security protocols and systems to the production facility that had performed so well at the dispensary along with perimeter fencing, secure parking area, secure building access, and secure internal spaces all with numerical code or key access. Through our operation of the production facility in Colorado, my team faced all manner of challenges that led us to discover optimization of efficient grow room design, air filtration system for elimination or contaminants and odor control, HVAC needs and maintenance. management of electrical distribution and loads, prevention of insect infestation, mold, and disease, fertilizer recipes and application schedules, water treatment protocols, harvesting, packaging, weighing and auditing, diversion prevention, employee management as well as cooperation and compliance with government agencies.

Our experience in Denver has had a beneficial impact on the approach we take with local officials as well. It is our aim to be transparent and informative so that we can be welcome members of the community in which our facility will be located. Through our inclusive outreach to the local community, we aim to be a positive influence and sought-after employer in Watertown, something we came to understand as crucial in Colorado.

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

Yes.

25.

Business name: +NRG Investments

#### **Products or Services Offered:**

Real Estate Investing

#### **Business Location:**

10366 W Grand Place Littleton, Co. 80127

#### All Titles and Responsibilities Held by You:

Founding Partner, 2007-present

- Identify ideal investment properties
- · Manage all aspects of purchase negotiations, financing, and renovation
- Management of rental properties

Dates of Association with the Business: 2007-present

Whether you currently have a role at the business and, if not, when your involvement terminated and why: We continue to own properties, but we are not pursing any additional properties at this time and are in the process of winding down the portfolio.

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:

No.

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

In 2007 I opened +NRG Investments with Ethan Ruby, for the purpose of investing in real estate. We acquired portfolios of properties and, where possible, sold the properties after

rehabbing them, or rented them out where appropriate. In many ways, the most crucial aspects of producing medical marijuana are facility-related. My real estate experience is extensive, particularly in troubleshooting a variety of problems with rehabbing properties and running a complex multifaceted real estate portfolio. Budget control, judicious use of capital to create value, job site safety and security, and managing a skilled workforce are all elements of +NRG Investments that I mastered through our many projects.

Most importantly, like creating medicine for needy patients, I learned the value of creating a product that people want to purchase. And the only way to ensure that your product is in demand is to work tirelessly to create the highest quality product at a fair cost, something I endeavor to do as part of the executive team of Theraplant. It is our collective goal to deliver medicine to patients in Connecticut so they can get the relief they seek to improve their quality of life. I hope to have the same positive impact in Connecticut as we did for the Colorado families who now call my former real estate investments, home.

### Sec E. Additional Licenses, Permits and Registrations.

Colorado- issued 2004 exp. 7/14 – Real Estate License – FA40046828 Maine – issued 2002 exp. 2004 – Real Estate license Federal – issued 1995 exp. 2002 – Series 7 License Colorado- issued 1995 exp. 1999- Gaming License

#### Appendix C

#### Question #38

The date(s) of conviction

name of individual(s) involved,

the court(s) where the case(s) were decided,

#### A description of the circumstances relating to each offense

On September 18, 1998 I was accused of "theft" and "burglary", in Jefferson County, Colorado.

An ex-roommate, with whom I had a disagreement, brought the charges. At the time of the accusation, he was living in a residence that was leased in my name. At that time, I had moved in with my fiance and I was still storing some of my belongings at the alleged scene of the crime. A few weeks before he made the allegations against me, he and I had dissolved a small cellular phone company partnership, due to a disagreement in the daily operations. This is the only reason I can fathom for him to have made the accusations he did.

Throughout the course of the case, which was held the week of August 17th 2000, I was living and working in New York City trading investment securities on Wall Street. I had to travel to and from Colorado to aid my attorney in my defense.

During the trial, my attorney proved the fact that I was innocent of the "theft" charge. The jury found me "not guilty" of "theft", due to the fact that my accuser admitted he had fabricated the alleged items missing for an insurance claim.

Unfortunately, I was unable to prove that I had any belongings in the residence at the time of the accusations, nor that I had permission to access them; for my ex-roommate had disposed of my belongings and denied that fact that I had a right to be in the residence, for I had moved out (even though the lease was in my name). Therefore, I was found "guilty" of "burglary" of my own property. Due to attorney costs and the added financial burden of having to fly from New York to Colorado, I could not afford to appeal the conviction and undertake the process all over again.

#### Outcome of the Proceedings

The judge sentenced me to two years of probation, and allowed me to serve the probation in New York and New Orleans, Louisiana (The last eight months of my probation was spent in New Orleans, for I relocated to manage a sub-office of our New York securities trading office.).

I completed my probation on August 17, 2002 without any problems. I have been an upstanding member of the community before, during and after this incident. Since the incident, I have traded securities on Wall Street, held real estate licenses in Maine and Colorado, obtained a Colorado medical marijuana Key license, as well as a Federally issued Series 56 securities license and I continue to be a law-abiding citizen.

Through this experience, I have learned to be more careful of the people I associate with, and to never allow myself to be put in such a compromising situation again. My probation ended over 10 years ago but the lessons I learned are with me to this day.

## Appendix C Scott Turner





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 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.

7. Telephone Number:			5. Zip Code: Address: eraplant.co
7. Telephone Number:		8. E-mail / scott@th	Address:
10. Social Security Number:		8. E-mail / scott@th	Address:
10. Social Security Number:		scott@th	
formation			11. Gender: ☑ Male □ Female
表表文 <del>的中国的文文</del> 和中国企图的图像的 经运行 医多种性 医多种性 医多种性 医多种性 医多种性 医多种性 医多种性 医多种性			
oyer:	13.	Date of Emp	oloyment:
ness Center	Star	t Date: 11/	15/2009
	End	Date: : 03/	20/2013
Apartment or Suite #): 3301 Bright	on Blvd		
	16.	State: CO	17. Zip Code: 80216
19. Fax Number:	20. E-mail Address: scott@grassroots-colorado.com		
	NAME OF THE PARTY	g, operating	or working for a marijuana or
CANADA CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONT	-		
you currently associated with a marij	uana or a	griculture bu	isiness in any state or country?
th you have been associated:  ered;  lities held by you at the business, including with the business; have a role at the business and, if not as ever alleged to have violated the later than the second seco	luding the when you	e time frame our involvem gulations of	e for each; nent terminated and why; and the state or country in which it
	Agriculture Business Experience controlling, you currently associated with a marijustion 21 or 22, attach a statement settich you have been associated:  Fiered;  Ilities held by you at the business, incitation with the business;  have a role at the business and, if not was ever alleged to have violated the latest and the states are sever alleged to have violated the latest are sever alle	Agriculture Business Experience you have any experience controlling, managing  you currently associated with a marijuana or a  stion 21 or 22, attach a statement setting forther by you have been associated:  iered;  dities held by you at the business, including the interest of the business;  have a role at the business and, if not, when you as ever alleged to have violated the laws or reger period when you were associated with the business;	End Date: : 03/2  3 Apartment or Suite #):  3301 Brighton Blvd  16. State: CO  20. E-mail Addrescott@grassro  Agriculture Business Experience  you have any experience controlling, managing, operating of the state





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Section	D: Other	Relevan	nt Busine	ee Evn	erience
	4	- 12 2 1 2 A A . I	1	70,000	Gillanda

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 Registration	S The Control of the	
additional	formation regarding all state licenses, permits a pages if necessary.	nd registrations ever held, current o	or expired by you. Attach
26. State	27. Issue Date (month/year): 08/11	28. Type:	29. Number:
со	Expiration Date (month/year): 08/13	Medical Marijuana Key	M03892
30. State	31. Issue Date (month/year): 01/08	32. Type:	33. Number:
со	Expiration Date (month/year): 10/13	Professional Engineer	41802

#### Section F: Legal Proceedings

34. Have you, or has any entity over which you exer	reised management or control, had any petition filed by or against you, or
	rederal Bankruptcy Act or under any State insolvency law in the last ten
year period?	

☐ Yes ☑ No

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

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

☐ Yes ☑ No

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





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36. Are you a party to any legal proceedings where damages, fines or civil penalties may \$500,000 above any insurance coverage available to cover the claim?	reasonably be expected to exceed
☐ Yes ☑ No	
If the answer above is "yes", attach a statement describing the litigation, including litigation, the name and location of the court before which it is pending, the identify general nature of the claims being made and the impact an unfavorable opinion manapplicant's operations.	of all parties to the litigation, the
37. Have you, or has any entity over which you exercised management or control, ever l \$10,000 assessed by any regulatory agency?  ☐ Yes ☑ No  If the answer above is "yes", attach a statement providing the details of such fines of	
you you want to providing the details of such mice	n pennices.
Section G: Criminal Actions	
38. Have you ever been convicted of a crime or received a suspended sentence, deferred offense in criminal or military court or do you have any charges pending?   Yes	
If the answer above is "yes", attach a statement providing the date(s) of conviction (the court(s) where the case(s) were decided, a description of the circumstances relapending charges and the outcome of the proceedings.	s), name of individual(s) involved, ting to each offense or for the
Section H: Criminal Background Check	
I understand that the department may review criminal background records for purposes of participate in the medical marijuana program. I hereby authorize the release of any and privileged nature to the department and its agents.	of evaluating my suitability to all information of a confidential or
39. Sjønaturk	40. Date Signed:
	10/31/2013
I hereby certify that the above information is correct  I fully understand that if I knowingly make a statement that is untrue and which is into Consumer Protection or any person designated by the Department in the performance of violation of Section 53a-157b of the Connecticut General Statutes.	ended to mislead the Department of
41. Signature: P	42. Date Signed:
	10/31/2013

Scott Turner

#### Appendix C

#### Question #23

#### The business name

Grass Roots Health and Wellness, LLC

#### Products or services offered

#### Raw buds

- · Sold in any quantity from 1 gram to 2 ounces
- · Pre-rolled marijuana cigarettes

#### Concentrates in many forms

- Water extracted hash
- · Butane extracted hash oil
- · Personal vaporizer pens similar to e-cigarettes
- · Dry ice extracted hash
- Keef

#### Infused edibles in many forms

- Baked goods
- · lozenges and other oral-mucosal dosage forms
- · foods such as crackers
- · Various sauces (marinara, pesto, salsa)
- · oral solutions and suspensions

#### Infused topical applications

- · Roll on balms
- Lip balm
- Salves

#### The business location

Originally at 2832 W. 44th Ave Denver, CO. 80211, moved to 3301 Brighton Blvd. Denver, CO 80216 in May of 2012

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

General Manager November 2009-April 2013

Responsible for all aspects of managing the business

- Building maintenance
- · Grow room design
- · Facility trouble shooting and remediation
- Development of procedures to comply with City and State regulations
- Development of material handling protocols to prevent diversion
- · Development of harvesting procedures for efficiency and diversion prevention
- Bookkeeping
- Staffing and scheduling
- Vendor Relations
- · Retail sales
- Wholesale sales

#### The dates of your association with the business;

November 2009-April 2013

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

No. Grass Roots' dispensary facilities closed in late 2012, and both production and dispensary facilities ceased operations in March 2013. The cessation of business was driven by 2 factors:

- 1. Colorado law does not permit producers to solely produce medical marijuana; they must also own retail dispensaries and sell 70% of their production through their own dispensaries. This rule was dubbed the 70/30 Rule by Colorado operators. Given Grass Roots' production expertise and interest in advancing the medical and scientific aspects of medical marijuana, dispensary operations were a distraction, and additionally required energy and resources outside of our core expertise and focus;
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### <u>How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated</u>

My experience as an executive of Grass Roots is relevant in many ways to a production facility in CT. While the regulatory requirements in Colorado differ from Connecticut, my experience in complying with state regulation for an emerging industry has taught me many salient lessons as to how to operate a production facility. My experience also provided me with the skills necessary in order to consistently deliver high quality medical marijuana to certified Connecticut patients. I have experience dealing with the problems unique to indoor plant cultivation and have learned how to prevent them to the maximum extent possible, as well as the skill to remediate any problems that do arise. Medical-grade marijuana is very delicate and requires close attention to growing conditions. People with experience running a large scale facility containing large numbers of these plants will be vital in ensuring that crops are not lost and the patients have the medicine that they need.

For example, buildings housing large-scale grow operations are prone to problems such as power failures, excessive humidity, plumbing problems, and insect and mold infestations. While our building is designed to address these sorts of problems, the ability to come up to solutions for problems when they occur is critical to the success of the business. By nature, engineers are problem solvers and I have 18 years of experience backing up my education and training.

While many medical marijuana businesses employ people who are experts in growing plants, what most fail to realize is that the types of facilities that will make this medicine available are in fact manufacturing facilities, particularly in Connecticut, where producers will perform the final packaging. All functions of a successful facility will be designed with efficiency of motions, safety of employees and security of the product in mind. My years of manufacturing experience in both product design and manufacturing techniques give Theraplant clear advantages in designing efficient assembly lines for harvesting and packaging that will alsoaddress the possibility of diversion. Having the proper equipment, techniques and audits during these manufacturing processes will ensure that the medicine is consistent and protected from diversion. As an engineer, these are the types of things that I constantly consider and look to improve.

As detailed above, combined with my GRH colleagues, I have also dealt with the complex issues between Federal and State regulation and now have a wealth of experience to proactively address any regulatory changes or questions that can arise. This means spotting issues before they become fully realized which is a key to making calculated decisions and introducing thoughtful solutions rather than reactionary or rushed thinking that leads to suboptimal outcomes.

In conclusion, my experience in the medical marijuana industry in Colorado makes me an ideal candidate to run a facility in Connecticut. I have seen many grow operations run in many different ways. I have seen what works and what doesn't. I have tested different types of grow lights and different room configurations, and have analyzed these for both yield of product as well as from the standpoint of the workers. While I will continue to test new approaches, my baseline knowledge of what works and what doesn't is much greater than for engineers who have never worked in the industry and for horticulture specialists lacking experience with medical marijuana..

#### Appendix C

#### Scott Turner

#### Question #25

#### The business name

Titan Manufacturing

#### Products or services offered

Consulting services on Research and Development Tax Credit

#### The business location

Centennial, CO

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

No title, 03/07-01/08

- Have complete understanding of the IRS code as it applied to the Research and Development tax credit, keep apprised of new information relating to the credit model
- · Supported engineers in the field
- Initial point of contact with customers to collect financial documents and build initial credit model
- Ensure that customers were ready as to engineering survey

VP of Engineering, 01/08-08/08

- Directed the engineering department and engineering support of the sales department for R&D Tax Credits and Cost Segregation Studies.
- Determined feasibility and developed the functionality of new services.
- Staffing levels and employee discipline.
- · Developed training programs for new employees in all departments.
- Reviewed and negotiated client contracts.

### The dates of your association with the business;

03/07-08/08

### 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 this business. I left in August of 2008 due to negative market conditions.

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

No

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

- Understanding complex government regulations
- Trained non-technical employees in technical matters

TFOG Wheelsports

#### Products or services offered

Motorcycle Parts and Service

#### The business location

Golden, CO

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

Owner/Operator, 04/02-07/06

- Responsible for all duties involved in running a small business
- Sales and customer relations
- Purchasing and vendor relations
- Staffing
- Accounting

#### The dates of your association with the business;

04/02-07/06

### 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 this business. I was bought out by my former business 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

No

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

- Gained the knowledge required to run day to day operations of a business
- Gained an understanding of prioritizing long term and short term business needs and allocating resources appropriately

Stainless Fabricating Company (Stafab)

#### Products or services offered

Large stainless steel fabricated products primarily used in commercial kitchens

#### The business location

Denver, CO

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

Engineering Manager, 11/00-04/02

- · Responsible for all aspects of running engineering department.
- Staffing levels and employee discipline
- · Implemented lean manufacturing techniques in the engineering procedures
- Responsible for choosing and implementing new engineering software
- Developed new procedures in the engineering department and helped to smooth the transition in the shop
- · Job scheduling and tracking
- In charge of purchasing personnel. Helped to develop MRP system.

#### The dates of your association with the business;

11/00-04/02

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

I no longer am affiliated with Stafab. I left to run my own business.

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

No

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

 Developed job tracking system to determine the time that a job would require in the engineering department. Data analysis of previous results to anticipate future results

- Managed a team of 10 engineers and draftsmen. Experience in the management of professionals and can get cooperation between parties
- Developed MRP system for the tracking of inventory. Tracking of data, ensuring that
  materials were available at the assembly line when needed.
- Instituted lean manufacturing techniques. Developed efficiencies on the manufacturing floor to improve production times and reduce waste
- Designed custom equipment. Most of the equipment in the Connecticut facility will be custom built. Drying racks, transportation carts for trays of plants, tables for packaging assembly line, tables for harvesting. I designed equipment similar to this in with Stafab. The equipment will be a key factor in preventing diversion among employees and will allow the employees to work in an ergonomic environment.

**Kevry Corporation** 

#### Products or services offered

Large stainless steel fabricated products primarily used in commercial kitchens

#### The business location

Golden, CO

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

Design Engineering, 09/99-11/00

- · Lead engineer on standard products.
- Job scheduling and cost analysis.
- · Customization of standard foodservice products to meet customer specifications.
- Development of new products. Manufacturing support.
- Assist in defining and improving engineering procedures.
- Lead on new quality control program. Develop forms and procedures for quality tracking.

#### The dates of your association with the business

09/99-11/00

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

I no longer am affiliated with Kevry. I left to pursue a management position.

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

No

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

- Kevry was a very well-run business with well-defined roles and departments. From Kevry I learned how a business should segregate responsibilities and disseminate information throughout the business.
- Kevry also had excellent job cost tracking and reviewed the profitability of each job on a
  weekly basis with all the individuals involved. From this I got an understanding of how
  individual procedures and errors can affect the profitability of a business.

Lightning Eliminators and Consultants (LEC)

#### Products or services offered

Lightning protection equipment including structural protection and facility level surge protection

#### The business location

Boulder, CO

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

Design Engineering, 06/95-12/98

- · Design of lightning protection systems for industrial sites.
- Preparation of drawing and calculation packages for customer approval.
- · Travel to sites to gather design information.
- Design for ease of installation, cost, stability of retrofit design and stability of existing structure.
- Lead engineer of new surge suppressor product line from inception through UL listing.
- Wrote installation manuals for products.
- Developed and wrote inspection and test procedures for products.
- Analyzed test data and made decisions regarding changes in the products.
- Worked with fabrication and purchasing personnel to set schedules and meet deadlines.
- Wrote operating manuals and specifications for our proprietary machinery.
- Established company-wide procedures and policies.
- Developed databases in Microsoft ACCESS to track Engineering change orders and serialization of products.

#### The dates of your association with the business;

06/95-12/98

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

I no longer am affiliated with LEC. I left to pursue a different engineering position.

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

No

### <u>How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated</u>

- My time at LEC afforded me the opportunity to inspect many industrial sites of sizes
  varying from a small warehouse up to entire petroleum refineries. This gave me vast
  knowledge of how these facilities are run, the types of worker/visitor safety protocols
  used, security procedures, and the infrastructure.
- In designing surge protection, I had to learn about high voltage and low voltage power
  distribution. Grow facilities have large power requirements for the grow systems as well
  as complex security and other low voltage applications. My understanding of how these
  systems work will make our facility in Connecticut more secure and run more efficiently
  than a facility without a staff engineer.
- My experience in developing tracking systems and procedures will be key in analyzing our processes and dialing them in for efficiency and effectiveness.

## Appendix C Jonathan Lane





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

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

Section A: Personal Information	mation	See to	ALL SALE	Michigan way 191
1. Name (First, Middle, Last): Jor	nathan Graham Lane			
2. Street Address (including Apar	tment or Suite #):			
3. City:			4. State:	5. Zip Code:
6. Title: Horticultuist	7. Telephone Numbe	r:	8. E-mail	Address:
9. Date of Birth:	10. Social Security Number:			11. Gender: ☑ Male □ Female
Section B: Employment In	formation		N. G. ISI	
<ol><li>Current or Most Recent Emplo</li></ol>	oyer:	13.	Date of Em	ployment:
Grass Roots Health and Welln	ess Center, LLC	Star	Start Date: 01/04/2011	
		End	End Date: : 01/03/2013	
4. Employer Address (including	Apartment or Suite #): 3301 Brigh	iton Blvd.		
5. City: Denver	31045	16.	State: Co	17. Zip Code: 80216
		-	20. E-mail Address: jon@grassroots-colorado.com	
1. Other than the applicant, do yo griculture business?  Yes No  No  Yes No  No	griculture Business Experion have any experience controlling to be controlling out currently associated with a marina	, managing juana or ag	griculture bu	usiness in any state or country?
<ul> <li>r agriculture business with which</li> <li>The business name;</li> <li>Products or services offer</li> <li>The business location;</li> <li>All titles and responsibility</li> <li>The dates of your associa</li> </ul>	ed; ties held by you at the business, inc tion with the business;	cluding the	time frame	for each;
<ul> <li>Whether the business was</li> </ul>	ve a role at the business and, if not ever alleged to have violated the period when you were associated w	aws or reg	ulations of	the state or country in which it





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Section D: Other	<b>Relevant Business</b>	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;

Section E: Licenses, Permits and Registrations

- 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.

	formation regarding all state licenses, permits a pages if necessary.	nd registrations ever held, currer	nt or expired by you. Attach
26. State	27. Issue Date (month/year): 08/11	28. Type:	29. Number:
СО	Expiration Date (month/year): 08/15	Key MMJ License	M03972
30. State	31. Issue Date (month/year):	32. Type:	33. Number:
	Expiration Date (month/year):		
Section	F: Legal Proceedings		AND AND AND AND AND
34. Have y otherwise year period	rou, or has any entity over which you exercised sought relief under, any provision of the Federa d?	management or control, had any I Bankruptcy Act or under any S	petition filed by or against you, or state insolvency law in the last ten
☑ Yes □	No		
If the answ	wer above is "yes", attach a statement provid	ing the details of such proceed	ing or petition.
35. Have y registration	ou, or has any entity over which you exercised in Connecticut, or any other State, suspended,	management or control, ever had revoked or otherwise subjected	d a professional license, permit or to disciplinary action?
□ Yes ☑	No		
	ver above is "yes", attach a statement provid		





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36. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?			
☐ Yes ☑ No			
If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.			
37. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?			
☐ Yes ☑ No			
If the answer above is "yes", attach a statement providing the details of such fines	or penalties.		
Section G: Criminal Actions	The same think in the last		
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	以 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (		
I understand that the department may review criminal background records for purposes participate in the medical marijuana program. I hereby authorize the release of any and privileged nature to the department and its agents.	of evaluating my suitability to all information of a confidential or		
39. Signature:	40. Date Signed:		
<b>&gt;</b> ,	11/1/13		
	11		
I hereby certify that the above information is correct			
I fully understand that if I knowingly make a statement that is untrue and which is int Consumer Protection or any person designated by the Department in the performance violation of Section 53a-157b of the Connecticut General Statutes.			
41. Signature:	42. Date Signed:		
	11/1/13		

#### **Business name:**

Lotus Medical

#### Products or services offered:

Cannabis, manufactured infused products, books, smoking devices, rolling papers, clothing items.

#### **Business location:**

1444 Wazee St. Suite 115 Denver, CO 80202

#### Title and responsibilities:

Assistant Manager, Production Facility

Responsible for all aspects of production and employee management in 80 light, 20,000 square foot grow facility:

Specific responsibilities included:

#### Seed propagation, cloning

- · nutrient specificity, rooting hormones
- · proper environments

#### Operation of equipment

- · deep water culture hydroponic systems
- · flood and drain hydroponic systems
- · water cloning system
- routine maintenance of lighting systems: reflective hoods, bulbs, ballasts

#### Nutrient preparation

- · Calculation of total dissolved solids and potential hydrogen levels
- Measurement and application of proper amounts of nutrient ingredients according to life stage of plant

#### Plant maintenance

- trellising, staking, cages (plant support)
- pruning, topping, training of plants
- soil mixing

- · rock wool mediums
- soil based and coco coir based container gardens
- · beneficial micro organisms
- · irrigation, nutrient application

#### Atmospheric monitoring an controls

- · air temperature
- · water temperature
- CO2 levels
- · relative humidity

#### Garden pest control

- · foliar plant treatments
- biological agents (beneficial nematodes, predator insects)
- · Garden/ plant inspections

#### Employee management

- scheduling and delegation of tasks to be performed on routine basis
- safety monitoring
- · training of specific skills and techniques of cultivation

#### Dates of your association with the business:

March 2010 - April 2011

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

I left the company in April 2011 to pursue other opportunities in the industry.

#### Alleged violations by business:

None

#### Relevance of experience:

In the year I spent with Lotus Medical I became familiar with the basic elements found in most indoor cultivation operations in the Denver area. The daily routines and operations for which I was responsible are relevant to the requirements for any cultivation operation, including Theraplant's proposed operation. The principals of Lotus were new to this business, and final decisions regarding grow room design, cultivation method, and general business practices were sometimes made made in haste, leading to production failures which I had to address. Although

difficult at the time, these experiences taught me how to address production problems in real time and run a successful operation regardless of such problems. There were many specific areas that have absolutely affected my approach to operating a sound indoor commercial cultivation operation.

One such experience was in the design and construction of grow rooms. Having a substantial background in construction prior to working at Lotus Medical, I had relationships with contractors who in turn recommended engineers to analyze our needs in our operation. In constructing the facility, I learned important lessons relating to the creation of grow rooms containing the ideal environmental conditions required to successfully operate.

For example, there were inconsistencies in air temperatures due to the installation of condensers inside the facility but outside the grow rooms. This created excess heat which was counterproductive to the environment necessary to production. These extreme temperatures, combined with undesirable swings in humidity, permitted mold and other pests to multiply.

Thus, my experience gave me an understanding (and a streamlined education) in the requirements of a large - scale indoor cultivation operation. I learned that without basic conditions being managed properly, failure is assured. Also, I learned that it is very difficult to have a successful operation with a group of people having different principles and philosophies on how to achieve a common goal. I will bring these and other lessons to my Theraplant responsibilities, which will also have the proper funding and my partners' years of experience. We have a collective focus and belief in producing medicine which will help people feel better and live better lives. Most importantly we enjoy working with each other towards these common goals.

#### Business name:

Grass Roots Health and Wellness

#### Products or services offered:

#### **Busines** Raw buds

- Sold in any quantity from 1 gram to 2 ounces
- Pre-rolled marijuana cigarettes

#### Concentrates in many forms

- Water extracted hash
- Butane extracted hash oil
- Personal vaporizer pens similar to e-cigarettes

- Dry ice extracted hash
- Keef

#### Infused edibles in many forms

- · Baked goods
- · lozenges and other oral-mucosal dosage forms
- foods such as crackers
- Various sauces (marinara, pesto, salsa)
- oral solutions and suspensions

#### Infused topical applications

- Roll on balms
- Lip balm
- Salves

#### The business location

Originally at 2832 W. 44th Ave Denver, CO. 80211, moved to 3301 Brighton Blvd. Denver, CO 80216 in May of 2012

#### Titles and responsibilities:

#### Manager. Cultivation production facility

 Responsible for all aspects of production and employee management in a 130,000 square foot facility with 9 subtenant growers

#### Seed propagation, cloning

- nutrient specificity, rooting hormones
- · proper environments

#### Operation of equipment

- flood and drain hydroponic systems
- · water cloning system
- · routine maintenance of lighting systems: reflective hoods, bulbs, ballasts

#### Nutrient preparation

- Calculation of total dissolved solids and potential hydrogen levels
- Measurement and application of proper amounts of nutrient ingredients according to life stage of plant

#### Plant maintenance

- trellising, staking, cages (plant support)
- pruning, topping, training of plants
- · soil mixing
- rock wool mediums
- soil based and coco coir based container gardens
- · beneficial micro organisms
- · irrigation, nutrient application

#### Atmospheric monitoring an controls

- · air temperature
- · water temperature
- CO2 levels
- · relative humidity

#### Grow room design, systems development

· maximize efficient use of space and create optimized grow configuration

#### Garden pest control. Integrated Pest Management Programs

- audition and application of OMRI products in rotation for pest controls
- · foliar plant treatments
- biological agents (beneficial nematodes, predator insects)
- Garden/ plant inspections
- Population monitoring: fly taps dispersed throughout garden for indicators of pests

#### Employee management

- scheduling and delegation of tasks to be performed on routine basis
- safety monitoring
- training of specific skills and techniques of cultivation

#### Dates of association with the business:

May 2011-March 2013

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

No. Grass Roots' dispensary facilities closed in late 2012, and both production and dispensary facilities ceased operations in March 2013. The cessation of business was driven by 2 factors:

1. Colorado law does not permit producers to solely produce medical marijuana; they must also own retail dispensaries and sell 70% of their production through their own dispensaries. This rule

was dubbed the 70/30 Rule by Colorado operators. Given Grass Roots' production expertise and interest in advancing the medical and scientific aspects of medical marijuana, dispensary operations were a distraction, and additionally required energy and resources outside of our core expertise and focus;

2. Due to issues related to the location of our initial dispensary facility, we were forced to relocate. While our production facility flourished, the relocation greatly hurt our dispensary business, and our strict compliance with Colorado's 70/30 Rule further affected our ability to produce medication for wholesale to other dispensaries. Notwithstanding our survival after such an expensive and disruptive event, its deleterious effect on our present and future business harmed our ability to maintain focus on our successful production operation. We then made a collective decision to pursue the emerging opportunity to focus solely on production in Connecticut (which we had been monitoring due to our East Coast roots), and eventually apply in Connecticut for a production license. Theraplant was formed in March 2013, reflecting our commitment to Connecticut.

# 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

Yes. On March 23, 2012, GRH, like many Colorado operators, received notice from The U.S. Attorney for the District of Colorado that our Dispensary and Production facility fell within 1,000 feet of a school. Since Colorado officials took no issue with our location or its compliance with state law, we disputed the measurement due to our own calculations and the uncertainty of how the U.S Attorney determined the proximity to any school. However, due to the great risk associated with asserting that the U.S. Attorney was incorrect in their measurement and their application of relevant rules, we relocated our dispensary facility within the time period allotted out of an abundance of caution. After relocation, the matter was deemed resolved and we had no further contact from the U.S. Attorney.

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

The relevance of my experience at Grass Roots Health and Wellness ("GRH") is that it was significant in my development as a professional indoor cannabis horticulturalist and led directly to my potential role at Theraplant. I was lucky to have met and worked with Theraplant principals Dan Emmans, Scott Turner, Ethan Ruby and Security specialist Jeff Lakey, all of

whom I developed friendships with, together with a strong professional kinship.

There were many factors contributing to this development. GRH gave me the freedom to run the operation based on my prior experience. Support from all team members also helped. This supportive team environment proved to be extremely productive over the following two years, through the use of customized work spaces, the implementation of new cultivation strategies, the control of environmental conditions, the testing of various nutrient lines, and the growth of a diverse group of cannabis varieties.

The very first issue that I addressed at Grass Roots was the condition of plants already in production. Having identified insects not known previously as existing in the garden, I immediately applied my previous experience and implemented an Integrated Pest Management that would continue to be developed and effectively utilized in the operation Many of the insects encountered in Colorado were actually imported and spread to operations through the practice of sharing cuttings. Through research, I learned how many of the insects that were being encountered in cannabis cultivation were also responsible for the devastation of agricultural crops outside of the industry.

For example, phylloxera insects have wiped out grape orchards in epidemics in Europe.. Another example is the eriophyid mite, also known as the hemp russet mite. They cannot be seen by the naked eye, and by the time they are identified they have usually established large populations and crops must be thrown away. There are over 200 species of this mite documented, and land management agencies have been known to utilize this insect as a biological control for noxious weeds on government lands.. I was able to find documentation relating to the hemp russet mite by an author who described the devastation of these bugs on cannabis plants grown in a secure greenhouse at Indiana University and tried to devise a solution for potential infestations.

My experience with these infestations has led me to the conclusion that the only way to control an indoor environment and protect against these sorts of contamination is to never acquire plants from an outside source. This is the foundation of a successful indoor cultivation operation. Plants should only be started from seed and cloned from within a sterile environment that is controlled with stringent atmospheric conditions that do not allow the entrance of non-filtered outside air. The experience and understanding of possible points of origin of contamination is very valuable to creating safeguards ensuring a consistent cannabis production facility that has stable production month to month.

Additional valuable experience acquired while working at GRH was the growing of an abundance of varieties of cannabis. A diverse variety of plants were grown, some of which were in clone form known as "elites" that were as old as 30 years, and many that were newly created hybridized strains. Many of these cannabis hybrids are the most potent and technically advanced strains available today.

Another part of my education included the seeking out of skilled growers, so as to

observe established techniques of cannabis cultivation. Many of these growers were experienced breeders willing to share their varieties. These varieties were quite diverse in their phenotypes as to growth times, structures, yields, trichome content, and terpene profiles affecting taste and smell of the final product. I learned that terpenes found in cannabis exist in other varieties of plants and trees, and these terpenes mimic the aromatic properties of other plant species. The combinations of these aromas are desirable to patients. Beyond these novel observations is the obvious potential to manipulate the elemental compounds of cannabis including THC, THCV, CBD and CBN. Varieties I worked with spanned the general scope of Sativas, Sativa-dominant hybrids, Indica-dominant hybrids, 50/50 hybrids, and pure Indicas.

I also became expert in the technical components of breeding operations. One, which can be detrimental to indoor cultivation is the strict control of pollen containment. In order to avoid male plants or hermaphrodites, I learned to examine plants at early stages for these unstable qualities. Plants started from seeds will demonstrate many characteristics, stability being of primary importance. Unstable plants easily become hermaphroditic under stressful conditions, or when exposed to light pollution and environmental stresses from temperature and humidity swings. I have spent several years mastering pollen control and establishing stable flower clusters.

My experience also extends to the environmental controls necessary to grow cannabis free from disease. Manipulating environments in sterile conditions is technical and comprehensive. Experience has taught me that the relationship between temperatures and relative humidity are important when considering the plant's processes. Additional areas of my expertise are with respect to the photosynthesis process, which can be optimized by insuring consistent availability of carbon dioxide during the "daytime" hours with light providing optimal spectrum and par (photosynthetically active radiation) values, and proper nutrient regimens.

Controlling large room environments can be complex, requiring consideration of variables that can dramatically affect conditions, including seasons, outside weather conditions, and irrigation. My GRH tenure allowed me to experiment with methods of dehumidification, a major consideration that requires significant equipment to handle conditions of plant transpiration and off gassing of plants in dark periods in relation to the relative humidity that is naturally present in the air. Controlling the air temperature/ relative humidity relationship is important in halting condensation, and conditions optimal for the creation of dangerous contamination from molds.

In sum, my work at GRH prepared me well for my work with Theraplant. Not only did I learn how to address many growing situations; I also developed specific growing methods to enhance the growing operation, ensuring consistent medicine production every month.

#### **Business name:**

Harvest Moongrow, LLC

#### Products or services offered:

Manufactured infused products wholesale

#### **Business location:**

2084 Barrett Rd.

Colorado Springs, CO 80296

#### Title and responsibilities:

Consultant

- Currently working through development of a business plan for a greenhouse for the production of cannabis plants.
- Greenhouse shell
- Blackout systems for perpetual harvests
- Heating, cooling, and ventilation systems
- Growing systems
- Greenhouse cultivation techniques
- Harvesting/ processing
- Extractions processes, systems, types

#### Dates 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:

Presently consulting with said group.

#### Alleged violations by business:

None

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

While the entirety of my focus is on Theraplant and moving to Connecticut to devote my full time and attention to the opportunityhere, this project demonstrates the seeking out of my expertise for what is in many aspects a start-up business. It is a clear demonstration of my ability to apply my knowledge to other areas of medicinal cannabis cultivation, my reputation has an

accomplished grower, and my desire to continue setting standards and acquiring diversified experience in a developing industry.

#### **Business name:**

Animas Herbal

#### Products or services offered:

Cannabis, manufactured infused products, books, literature, smoking devices, rolling papers, clothing items.

#### **Business location:**

1111 Camino Del Rio #5 Durango, CO 81301

#### Title and responsibilities:

Consultant

Environmental controls and Integrated Pest Management solutions.

#### Dates of your association with the business:

August 2013

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

Consultant as needed

#### Alleged violations by business:

None

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

As with Harvest Moongrow, my successes in the agriculture of medical marijuana have afforded me the opportunity to assist other producers in Colorado. While Theraplant awaits the decision of the DCP, I continue to work in the industry and grow my knowledge base and experience, so I can offer my best to Theraplant's Connecticut operation.

Animas is an example of a large scale commercial indoor grow operation seeking advice and guidance from me, While I continue to be licensed to operate in Colorado by the Medical Marijuana Enforcement (MMe, Internal Revenue Dept. State of Colorado) division and continue to build relationships with growers and business owners all over the state today, it would be my

preference to live and work in Connecticut with my Theraplant colleagues, applying my years of knowledge and experience in Colorado to creating effective medicine in a world class facility, as we plan to do as illustrated in the RFA submitted here.

Appendix C: Section F:

Jonathan Lane

#34

My personal bankruptcy was filed in 2011 after my frame contracting company JGL Construction, Inc. (which I had owned and operated since 2001) lost 80% of its business during the nationwide sub-prime recession. Because my business was 100% dependent on new and expansion construction, when this debacle hit our country, the people that I relied upon for business lost their income as well.

I had two children at the time (son Carson born in 2001 and daughter Livia born in 2003); therefore, my wife and I had to make difficult decisions in order to keep a roof over our heads and food on the table. For this reason, I filed Chapter 7 personal bankruptcy in 2011. My case was discharged in 2013.

## Question #38.

Date of Conviction Feb. 18, 2008

Name of individual involved Jonathan Lane

<u>Court where case was decided</u> La Plata County Court, Durango, Colorado

Description of each offense DUI

Outcome of the proceedings

Convicted of DWAI on 3/18/08. Sentencing included Alcohol classes, community service, fines, and court fees. Classes and community service were completed without incident. All fines and court fees were paid without incident.

# Appendix C Jeff Lakey





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

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

Section A: Personal Info	ormation		province for the land	AM (5) 山東 28 大平 6 程
1. Name (First, Middle, Last):	Jeffrey Lee Lakey			
2. Street Address (including A	partment or Suite #):			
3. City:			Stata;	5. Zip Code:
6. Title:	7. Telephone Nu	mber:	8. E-mail	Address: rlightsecurity-services.com
9. Date of Birth:	10. Social Security Number			11. Gender: ☑ Male □ Female
Section B: Employment	Information			
12. Current or Most Recent Em		13.1	Date of Emp	oloyment:
Owner			t Date: 09/	
Starlight Security Services		End	Date: :	
14. Employer Address (includi	ng Apartment or Suite #):			
15. City:		16.	State:	17. Zip Code:
18. Daytime Telephone Number	er: 19. Fax Number:	100000000000000000000000000000000000000	E-mail Addr @starlights	ress: security-services.com
	Agriculture Business Exp		g, operating	or working for a marijuana or
22. Other than the applicant, are ☐ Yes ☑ No	e you currently associated with a	marijuana or ag	griculture bu	isiness in any state or country?
or agriculture business with wh  The business name;  Products or services of  The business location;	ich you have been associated: ffered;			g information for each marijuana for each;

3





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Section	D: Other Relevant Business Experier	nce	
24. Do y	ou have any experience controlling, managing, of to the department's evaluation of the applicant w	operating or working for any other b	usiness that you believe may be
☑ Yes		vitn whom you are associated?	
25. If you with whi	u answered "yes" to question 24, attach a statement of you have been associated: The business name; Products or services offered; The business location; All titles and responsibilities held by you at the latter and the business; Whether you currently have a role at the business Whether the business was ever alleged to have voperates during the time period when you were at those allegations; and How this experience is relevant to the department are associated.	business, including the time frame for ss and, if not, when your involvement violated the laws or regulations of the associated with the business and, if s	or each; at terminated and why; e state or country in which it so, the nature and resolution of
Provide i additiona 26. State CO 30. State	Expiration Date (month/year): 11/15		29. Number:
CO	Expiration Date (month/year): 11/13	Security Guard Compar	1050749
34. Have otherwise year perio		management or control, had any pe al Bankruptcy Act or under any State	tition filed by or against you, or e insolvency law in the last ten
□ Yes □		NATIONAL SECTION AND ADMINISTRATION OF THE SECTION AND ADMINISTRATION OF THE SECTION AND ADMINISTRATION OF THE SECTION AND ADMINISTRATION ADMINISTRATION AND ADMINIST	
If the an	swer above is "yes", attach a statement provid	ling the details of such proceeding	or petition.
registratio	you, or has any entity over which you exercised on in Connecticut, or any other State, suspended,	management or control, ever had a , revoked or otherwise subjected to	professional license, permit or disciplinary action?
☐ Yes [			and the same of th
	swer above is "yes", attach a statement provid d a description of the circumstances relating t		





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3500,000 above any insurance c	proceedings where damages, fines or civoverage available to cover the claim?	vil penalties may reasonably be expected to exceed
☐ Yes ☑ No		
neigation, the name and location	on of the court before which it is nead	tion, including the title and docket number of the ing, the identify of all parties to the litigation, the able opinion may have on the applicant or the
37. Have you, or has any entity of \$10,000 assessed by any regulate ☐ Yes ☑ No	over which you exercised management o ory agency?	r control, ever had any fines or other penalties over
	ttach a statement providing the details	of such fines or penalties.
Section G: Criminal Actio		
<b>加州的安全工业从市场等等的发展的</b>	<b>特别是19</b> 07年2月1日日初日1月日日1日日日1日日日	
38. Have you ever been convicte offense in criminal or military co	ed of a crime or received a suspended ser ourt or do you have any charges pending	ntence, deferred sentence, or forfeited bail for any
If the answer above is "yes", at the court(s) where the case(s) w pending charges and the outcome	vere decided, a description of the circu	of conviction(s), name of individual(s) involved, imstances relating to each offense or for the
	And the second s	
Section H: Criminal Back	ground Check	
I understand that the department participate in the medical marijua privileged nature to the departme	ana program. I hereby authorize the rele	s for purposes of evaluating my suitability to ase of any and all information of a confidential or
39. Signature:		140 70 101
		40. Date Signed: 11/01/2013
11114	. //	1110112013
I hereby co	ertify that the above information	n is correct and complete.
I fully understand that if I knowi	ingly make a statement that is untrue an	d which is intended to mislead the Department of
Consumer Protection or any pers	on designated by the Department in the the Connecticut General Statutes.	performance of their official function, I will be in
41. Signaturez		42. Date Signed:
		11/01/2013
1.11	1	
	0	
•		
	1	
MP - Producer License Application -		

## Jeff Lakey

## Appendix C, Question #23

### **Business Name:**

Grass Roots Health and Wellness ("GRH")

### Location:

3301 Brighton Blvd. Denver Colorado

### Title:

Security Consultant as owner of Starlight Security Services

## Responsibilities:

- The Starlight Security Services Guard Force, from October 2010 to April 2013, provided security GRH's 130,000 sq ft facility housing as many as 10 different MMJ Grow Facilities with millions of dollars of assets at stake.
- Established security procedures that provided a safe, secure environment for employees to carry out their daily routines while still maintaining a secure perimeter
- Worked with individual growers and GRH to develop policies and procedures relating to the protection of growing facilities, transportation of medication and dispensary security.

## List of Services Provided:

- Security Consulting
- Background Investigation
- · Licensed armed and unarmed guard force (uniformed and plane clothes)
- Personal Protection
- Asset Protection
- Onsite / offsite Monitoring for Video Surveillance System
- Loss Prevention

## Dates Of Association:

September 2010 to March 2013

### Current Role:

None

## Reason for ending Association:

Grass Roots closed their Colorado operation to focus on the opportunity in the emerging Connecticut medical marijuana industry

## Appendix C,

## Question #25

## **Business Name:**

Private Security Contractor/Starlight Security Services

### Location:

365 South Nelson Street Lakewood Colorado 80226

### Title:

Owner Starlight Security Services

## Responsibilities:

Owner / Operator / Manager

## List of Services Provided:

- Licensed armed and unarmed guard force (uniformed and plane clothes)
- Investigation
- Surveillance
- Security Consulting
- Background Investigation
- Personal Protection
- Asset Protection
- On-site / off-site Monitoring for Video Surveillance System
- Loss Prevention
- Work Place Violence Prevention

## **Dates Of Association**

2007 to Present

### Current Association

Ongoing

## Alleged violations by business:

None

## Relevance of Experience

The Starlight Security Services Guard Force, from October 2010 to April 2013, provided security for grow and dispensary facilities which gives us invaluable insight into what is needed to properly protect a production facility. We also have learned safe and effective techniques to avoid diversion of marijuana while also providing a safe environment for employees. We have also provided security to dozens of businesses and high profile individuals that have given us experience in every security situation and capability of providing security in every threat scenario.

## **Business Name**

USMC

### Location

United States

## Title and Responsibilities

Marine. Provide Services as Directed

## List of Relevant Services Provided

- Soldier
- · Marksmanship instructor
- Combat Weapons Instructor
- Security
- Competitive Shooter

## **Dates Of Association**

1981 to 1995

## **Current Association**

Honorably Discharged

## Alleged violations of Business

None

## Relevance of Experience

The security training I received in the Marine Corps is relevant to all businesses that have multiple, variables that affect the security of property or people. Years of training have taught me to assess threats(of theft, diversion or even violence) and create policies and procedures that minimize risks related to such threats. Combined with my years of working with medical marijuana producers, my threat assessment and loss aversion techniques are largely based on methods learned as a Marine.

## Section E Government Issued Licenses

<b>State</b>	Issue Date Expiration	Type	Number
CO	11/1977 - 11/2015	Drivers license	
CO City /County Denver	11/2010 – 11/2013	Merchant Guard Company	1050434
CO City /County Denver	11/2010 – 11/2013	Merchant Guard Individual	1050749
CO Jefferson County	07/2007 – 5/2017	Concealed Handgun Permit	JC-4310
СО	09/2010 – 09/2014	Business License Starlight Security Services	20101521949

# Appendix C Dr. Michael Guarnieri





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## Appendix C

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

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

Section A: Personal In	ıformation	
1. Name (First, Middle, Last	): Michael Thomas Guarnieri	MENDON STANDARD BY CONTRACT OF THE STANDARD STAN
2. Street Address (including		
3. City:		4. State: 5. Zip Code
6. Title: PhD	7. Telephone Numb	8. E-mail Address:
9. Date of Birth:	10. Social Security Number:	11. Gender; ☑ Male □ Female
Section B: Employmen		
2. Current or Most Recent E	imployer:	13. Date of Employment:
National Renewable Ener	gy Laboratory	Start Date: 11/15/2009
		End Date: :
4. Employer Address (inclu	ding Apartment or Suite #): 15013 De	enver West Parkway
15. City: Golden		16. State: CO 17. Zip Code: 80401
8. Daytime Telephone Num (303) 384-7921	ber: 19. Fax Number:	20. E-mail Address:
Section C: Marijuana o	or Agriculture Business Exper	ience
		g, managing, operating or working for a marijuana or
Yes Z No		*
<ol><li>Other than the applicant, a</li></ol>	are you currently associated with a ma	rijuana or agriculture business in any state or country?
Yes No .	*	
3. If you answered "yes" to	question 21 or 22, attach a statement s	etting forth the following information for each marijuan
	hich you have been associated:	
<ul> <li>The business name;</li> <li>Products or services</li> </ul>	offered:	v
The business location		
<ul> <li>All titles and respons</li> </ul>	ibilities held by you at the business, in	ncluding the time frame for each;
<ul> <li>The dates of your ass</li> </ul>	ociation with the business;	
Whether you current	y have a role at the business and, if no	ot, when your involvement terminated and why; and
operates during the ti	was ever alleged to have violated the me period when you were associated	laws or regulations of the state or country in which it with the business and, if so, the nature and resolution of
those allegations.  MP Producer License Applicat	on Sentember 2012	Page 11





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Section D. Other Relevant Business Experience				
24. Do you have any experience controlling, managing, ope	rating or working for an	y other business tha	t you believe may	be

Vac DNo

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;

relevant to the department's evaluation of the applicant with whom you are associated?

· The dates of your association with the business;

Section E: Licenses, Permits and Registrations

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

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

- 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.

additional	pages if necessary.		
26. State	27. Issue Date (month/year):  Expiration Date (month/year):	28. Type:	29. Number:
30. State	31. Issue Date (month/year):  Expiration Date (month/year):	32. Type:	33. Number:
Section	F: Legal Proceedings		
	ou, or has any entity over which you exercised managesought relief under, any provision of the Federal Bank		
☐ Yes ☑	No	ý.	
If the answ	wer above is "yes", attach a statement providing th	e details of such pro	oceeding or petition.
	rou, or has any entity over which you exercised manage in in Connecticut, or any other State, suspended, revok		
□ Yes ☑	No		
If the ansy	wer above is "yes", attach a statement providing th	e date(s), the type of	f license, permit or registration at

issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.





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36. Are you a party to any legal proceedings where damages, fines or civil penalties ma \$500,000 above any insurance coverage available to cover the claim?	ay reasonably be expected to exceed
☐ Yes ☑ No	
If the answer above is "yes", attach a statement describing the litigation, including litigation, the name and location of the court before which it is pending, the identification and the claims being made and the impact an unfavorable opinion mapplicant's operations.	fy of all parties to the litigation, the
37. Have you, or has any entity over which you exercised management or control, ever \$10,000 assessed by any regulatory agency?	had any fines or other penalties over
☐ 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 offense in criminal or military court or do you have any charges pending?	Company of the control of the contro
If the answer above is "yes", attach a statement providing the date(s) of conviction the court(s) where the case(s) were decided, a description of the circumstances relapending charges and the outcome of the proceedings.	(s), name of individual(s) involved, ating to each offense or for the
Section H: Criminal Background Check	
I understand that the department may review criminal background records for purposes participate in the medical marijuana program. I hereby authorize the release of any and privileged nature to the department and its agents.	of evaluating my suitability to all information of a confidential or
39. Signature:	40. Date Signed:
<b>&gt;</b>	11/01/2013
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 int Consumer Protection or any person designated by the Department in the performance eviolation of Section 53a-157b of the Connecticut General Statutes.	ended to mislead the Department of of their official function, I will be in
41. Signature:	42. Date Signed:
	11/01/2013

### Appendix C

### Name Michael T. Guarnieri, PhD

### Question #24

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.

### Question #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

National Renewable Energy Laboratory

### Products or services offered

The National Renewable Energy Laboratory (NREL) is the U.S. Department of Energy's primary national laboratory for renewable energy and energy efficiency research and development. NREL develops renewable energy and energy efficiency technologies and practices, advances related science and engineering, and transfers knowledge and innovations to address the nation's energy and environmental goals.

### The business location

Golden, CO, USA

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

2009-2012

National Renewable Energy Laboratory - Postdoctoral Research Associate

2012-Present

National Renewable Energy Laboratory - Senior Scientist, Systems Biology

### The dates of your association with the business:

November, 2009 - Present

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

Current role: Senior Scientist, Systems Biology

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

No.

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

I am currently a research scientist in the National Bioenergy Center's Applied Biology group at the National Renewable Energy Laboratory. I hold a Ph.D. in biochemistry and molecular genetics, with a joint degree in biophysics and structural biology, from the University of Colorado School of Medicine, where my graduate studies focused on the design of novel antibiotics and therapeutics in the laboratory of Dr. Rui Zhao. This work demonstrated the utility of kinase inhibitors – currently utilized in cancer therapeutics – as antimicrobials, and led to the development of high-throughput methodologies to screen inhibitors targeting bacterial histidine kinases. Prior to my graduate studies, I conducted research at Brown University, examining viral secretion and virus-host interactions, targeting the development of antiviral therapeutics.

My current research utilizes functional genomic, genetic, and biophysical techniques to identify, analyze, and engineer pathways involved in microbial biochemical production. This research employs an array of extraction methodologies and technologies applicable to plant systems, most prominently focused upon lipid, protein, and metabolite extraction in plants and algae. Additionally, as a primary focus of my group's research is biomass analysis and deconstruction – examining a wide array of plant systems - I have gained extensive knowledge surrounding plant cultivation, compositional analyses, and bioprocessing. I am also well versed in metabolic and genetic engineering strategies, which will be critical in the development of strain-engineering strategies targeting enhanced and optimized plant bioactive biosynthesis in selected strains. Beyond my research pursuits, I currently serve as a Designated Area Representative lab safety officer. In this role, I contribute to the safe operating procedures governing safe handling and disposal of hazardous biological and chemical waste in our laboratory.

Combined, my research experience spans an array of basic science research and development arenas relevant to the RFA, including molecular and analytical analyses, drug design, pharmacokinetics, and method development. This experience will allow me to advise Theraplant scientific staff in a number of R&D pursuits targeting optimal extraction and analysis of plant bioactives, as well as strain development strategies. In this capacity, I will also advise on long-term research pursuits, such as the examination of bioactive-receptor interactions. Additionally, I will offer guidance with regards to environmental health and safety by crafting standard, safe operating protocols for supercritical CO2 extraction, chemical and biological waste handling and disposal, and general lab practice.

# Appendix C Peter Rafa/Moria Feighery Ross





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## Appendix C

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

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

1. Name (First, Middle, Las	st): Peter, An	thony, Rafa			
2. Street Address (including					
3. City:				4. State:	5. Zip Code:
				30.2.30 344.00.00	
6. Title: Consultant		7. Telephone Number	er:	8. E-mail	Address:
9. Date of Birth:	10. S	ocial Security Number:			11. Gender:
					☑ Male ☐ Female
Section B: Employme	nt Informa	ition		SAUS N	Market Control
12. Current or Most Recent	The state of the s		13.	Date of Emp	ployment:
20/20 Quality Consulting	V 20 0 10 10 20 20 10 10 10 10 10 10 10 10 10 10 10 10 10			t Date: 09/	5
, , , , , , , , , , , , , , , , , , , ,				Date: :	
14 F 1 7 11 6 1			Eliu	Date	
<ol><li>Employer Address (incl</li></ol>	uding Apartm	ient or Suite #1:			
15. City:			16.	State:	17. Zip Code:
18. Daytime Telephone Nur	mber: 19.	Fax Number:	20. 1	E-mail Addı	less:
C	and the same of the same	Annual Day of Control of Control		ar and the	
Section C: Marijuana	The same of the	THE REPORT OF THE PARTY OF THE		LINE W	Market No. of Littles & July
	, do you have	any experience controlling	, managing	, operating of	or working for a marijuana or
agriculture business?					
□ Yes ☑ No					
22. Other than the applicant	, are you curr	ently associated with a mar	ijuana or ag	griculture bu	siness in any state or country?
□ Yes ☑ No					
				den Callannia	
23 If you answered "yes" to		or 22 attach a statement as	ttimes forth t		
			tting forth t	ile followin	g information for each marijuar
or agriculture business with	which you ha		tting forth (	me followin	g information for each marijuar
or agriculture business with	which you ha		tting forth (	me tottowin	g information for each marijual
<ul> <li>agriculture business with</li> <li>The business name</li> </ul>	which you ha ; es offered;		tting forth (	me followin	g information for each marijual
or agriculture business with  The business name  Products or service  The business locati  All titles and respo	which you hat; es offered; ion; nsibilities held	we been associated:  d by you at the business, ir			,
or agriculture business with  The business name  Products or service  The business locati  All titles and respo  The dates of your a	which you hat; es offered; ion; nsibilities helessociation wi	we been associated:  d by you at the business, in th the business;	cluding the	time frame	for each;
or agriculture business with  The business name  Products or service  The business locati  All titles and respo  The dates of your a  Whether you curren	which you hat; s offered; on; nsibilities helessociation wintly have a ro	d by you at the business, ir th the business; le at the business and, if no	cluding the	time frame	for each; ent terminated and why; and
<ul> <li>Products or service</li> <li>The business locati</li> <li>All titles and respo</li> <li>The dates of your a</li> <li>Whether you current</li> <li>Whether the business</li> </ul>	which you hat; is offered; ion; insibilities helessociation wintly have a ro- ess was ever a	d by you at the business, in the business; le at the business and, if no lleged to have violated the	cluding the ot, when you laws or reg	time frame ir involveme ulations of t	for each; ent terminated and why; and he state or country in which it
or agriculture business with  The business name  Products or service  The business locati  All titles and respo  The dates of your a  Whether you curred  Whether the business	which you hat; is offered; ion; insibilities helessociation wintly have a ro- ess was ever a	d by you at the business, in the business; le at the business and, if no lleged to have violated the	cluding the ot, when you laws or reg	time frame ir involveme ulations of t	for each; ent terminated and why; and





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Section B. 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 Registrat	ions	
Provide in additional	formation regarding all state licenses, permit pages if necessary.	ts and registrations ever held, c	urrent or expired by you. Attach
26. State		28. Type:	29. Number:
30. State	31. Issue Date (month/year): Expiration Date (month/year):	32. Type:	33. Number:

## Section F: Legal Proceedings

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

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





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36. Are you a party to any legal procee \$500,000 above any insurance coverag	edings where damages, fines or civil penalties may reasonably be expected to exceed ge 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 w \$10,000 assessed by any regulatory ago	hich you exercised management or control, ever had any fines or other penalties over ency?		
☐ Yes ☑ No			
If the answer above is "yes", attach a	a statement providing the details of such fines or penalties.		
Section G: Criminal Actions			
38. Have you ever been convicted of a offense in criminal or military court or	crime or received a suspended sentence, deferred sentence, or forfeited bail for any do you have any charges pending?   Yes  No		
	a statement providing the date(s) of conviction(s), name of individual(s) involved, ecided, a description of the circumstances relating to each offense or for the the proceedings.		
Section H: Criminal Backgrou	nd Check		
I understand that the department may re	eview criminal background records for purposes of evaluating my suitability to ogram. I hereby authorize the release of any and all information of a confidential or		
39. Signature:	40. Date Signed:		
	11/01/2013		
I hereby certify			
I fully understand that if I knowingly r	that the above information is correct and complete.  make a statement that is untrue and which is intended to mislead the Department of signated by the Department in the performance of their official function, I will be in		

## Appendix C

## 20/20 Quality Consulting LLC

## Peter Rafa

## Moria Feighery-Ross

## Question #24

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?

## Answer #24

Yes

## Question #25

## The business name

Pharmatech Associates, Inc.

## Products or services offered

Pharmatech Associates, Inc. provides consulting services to the regulated life science industry. Specific services include:

- Quality Management System Development
- Validation Planning
- · Process Development
- Quality Assurance Consulting
- · Site Selection and Facility Design
- Engineering, Commissioning, and Qualification
- Environmental Monitoring Program Development
- Standard Operating Procedure Development
- · Batch Record Review and Approval

## The business location

Pharmatech Associates, Inc.

22320 Foothill Blvd, Suite 330

Hayward, CA 94541

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

Peter Rafa Experience			
Time Period	Title	Responsibilities	
10/2001 to 10/2003	Engineer I	Provide qualification and validation services for regulated life science clients. Tasks completed include:  • Building HVAC and Critical Utilities Validation  • Oral Solid Dosage process equipment (granulators, coaters, mixing tanks) Validation	
10/2003 to 10/2005	Engineer II/Site Lead	<ul> <li>Capsule Filling Machine Validation</li> <li>Fermentation System Validation</li> <li>Clean-In-Place System Validation</li> <li>Standard Operating Procedure development</li> </ul>	
10/2005 to 10/2006	Engineer III/Site Lead	Provide qualification and validation services for regulated life science clients. Manage client relationships and project budgets. Generate proposals. Tasks completed include:  • Validation Master Planning  • Project Scheduling and Cost Estimation  • Risk Assessment  • Transdermal System Validation  • Building Management System Validation  • Water for Injection System Validation	
10/2006 to 10/2009	Validation Manager	In addition to qualification and validation tasks listed above, management responsibilities include:  • Management of up to 10 direct reports  • Sales and Marketing  • Developed Internal Training Programs	
10/2009 to 10/2011	Associate Director of Validation	<ul> <li>Trained Clients on cGMPs</li> <li>Internal Review of all Deliverables</li> <li>Environmental Monitoring System and Document Control System Development, Implementation, and Management</li> </ul>	
10/2011 to Current	Associate Director	In addition to above:  Management of up to 15 direct reports  Project management of over 30 concurrent projects both domestic and international  Sales, marketing, and proposal development  Contract Negotiation  Employee Training  Training clients of industry trends and regulatory strategy  Review of validation documentation  Conducting audits of validation, calibration, and document control systems  Validation master planning  Regulatory strategy development	

		Moria Feighery-Ross Experience
Time Period	Title	Responsibilities
1/2007 to 6/2007	Engineer I	Provide qualification and validation services for regulated life science clients. Systems validated and other tasks include:  • Building Management System  • Building HVAC and Critical Utilities including Clean Dry Air, RO/DI Water, Process Gases  • Process Validation Protocols for Relocation of Implantable Device Production Line
6/2007 to 7/2009	Engineer II	Provide qualification and validation services for regulated life science clients. Systems validated and other tasks completed include:  • Facilities and Utilities as above  • Custom Lamination and Filling Equipment  • Automated Product Inspection System  • Root Cause Analysis (Transdermal system)  • Water for Injection  • Autoclaves, Cleaning Process, Cold Box  • Oral Solid Dosage Equipment (Mill, Granulator, Coaters) Internal responsibilities:  • Developed Internal Training Presentations and Activities
7/2009 to present	Consultant II	Provide qualification and validation services for regulated life science clients. Systems validated and other tasks completed include:  • Facilities and Utilities as Above  • Risk Assessment, Criticality Assessment  • Review of equipment Qualification histories and changes to assess and remediate qualification gaps  • Review of processes and equipment alarms and set points to evaluate and remediate inconsistencies  • Building Management System  • Validation Master Plans for Construction Projects and New Product Equipment Lines  Internal responsibilities:  • Published article in Pharmaceutical Manufacturing magazine, Sept 2013. "Risk Based Validation: A Suite of Case Studies"

## The dates of your association with the business

Peter Rafa:

October, 2001 to Present

Moria Feighery-Ross: January, 2007 to Present

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

Mr. Rafa is currently employed by Pharmatech in the role of Associate Director. See above for description of current responsibilities.

Ms. Feighery-Ross is currently employed by Pharmatech in the role of Consultant II. See above for description of current responsibilities.

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

No

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

After being contacted by Theraplant and learning of their plan to obtain a medical marijuana producer license in the State of Connecticut, we studied the Connecticut proposed regulations. We saw similarities in Connecticut's proposed regulations to the Code of Federal Regulation (CFR), which has been the subject of the overwhelming majority of our collective 18 years' experience in regulated life science. Our careers as consultants for Pharmatech Associates, Inc. have enabled us to guide clients to develop, implement and maintain compliant operations for the pharmaceutical, biotech and medical device industries. Specifically, our experience has focused on ensuring that the manufacturing process, equipment, facility and supporting systems all work cohesively to ensure that products are produced in a repeatable, reliable and controlled manner. In addition, we have qualified facilities, and their production and packaging equipment that are subject to Drug Enforcement Agency (DEA) oversight. We therefore understand the need for absolute accuracy in product reconciliation and the need to utilize industry best practices to reduce the risk of theft or diversion.

We have experience in all areas of the production of drugs and device products in a regulated environment. The major areas we are developing for Theraplant are:

- Quality Management System to define Theraplant's approach, rationale and methodology to ensure product quality and compliance is achieved and maintained, including:
  - o Training Program
  - o Document Control Program
  - o Standard Operating Procedure Development, including
    - Good Documentation Practices
    - Production Area Gowning and Personal Protective Equipment
    - Deviation and Corrective Action Handling
    - Equipment, Utensil and Room Cleaning Procedures

- Batch Record Development documented procedures that track product from seed/clone to final packaging and include reconciliation procedures to ensure theft/diversion has not occurred
- Facility Commissioning to ensure facility design and construction conforms to requirements and regulations
- Environmental Monitoring System to define and test for potential environmental
  impacts (air quality, water quality, pest intrusion, etc.) to product quality to ensure
  continued compliance

Our role as consultant for Theraplant is to guide it in crafting an operation that is transparent and fully compliant with Connecticut regulations. The focus of our consulting has centered on ensuring product quality and preventing theft and diversion. The program we are creating is comprehensive and will provide Theraplant with documented rationales and procedures to test all process inputs to help ensure product quality. We have found that Theraplant is willing to embrace compliance, and embed into their procedures. Given that Theraplant is already composed of industry experts in all facets of the medical marijuana industry, we have focused on taking their expert knowledge of the subject matter and placing it within the confines of documented policies and procedures so essential to compliance. This compliance-driven infrastructure we are creating will provide a high degree of assurance that the needs of all stakeholders are met, from the Connecticut Department of Consumer Protection to its ultimate consumers — medical marijuana patients.





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## Appendix C

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

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

99				
Section A: Personal I	nformation			
1. Name (First, Middle, Las	): Moria Jardin Feighery-Ross	31		- III-II
	Moria Jardin Feighery-Ross			
2. Street Address (including	Apartment or Suite #):			7 - 1600 - 1600 - 1600
3. City:			State:	5. Zip Code:
6. Title:	7. Telephone l	Number:	8. E-mail	Address:
6. Title: Consultant	*		o. L. man	ridii 655.
9. Date of Birth:	10. Social Security Numb	oer:	11. Gender:	
				☐ Male ☑ Female
Section D. Employmen	4 Tu Course Course			
Section B: Employmen				
12. Current or Most Recent 1			. Date of Emp	Enter # 107 (1000) Carl
20/20 Quality Consulting	LLC	St	art Date: 09/	27/2013
9		Er	d Date: :	
14. Employer Address (inclu	ding Apartment or Suite #):	11107		17.716.
	amg reparation; or built "/"			
15. City:		16	. State:	17 7:- Code:
10 D .: DI 1 31				
8. Daytime Telephone Num	ber: 19. Fax Number:	20	. E-mail Addr	ress:
				1
Section C: Marijuana	or Agriculture Business E	yperience		White the second second second
		The state of the s		
griculture business?	do you have any experience cont	crolling, managu	ig, operating o	or working for a marijuana or
Yes INo	*	* ×	12	× .
				· · · · · · · · · · · · · · · · · · ·
2. Other than the applicant,	are you currently associated with	a marijuana or	agriculture bu	siness in any state or country?
☐ Yes ☑ No				
3 If you answered "yes" to	question 21 or 22, attach a staten	nant actions faut	the fellowin	a la Compatible Compatible
or agriculture business with	which you have been associated:	nem seamg foru	i tile tollowing	g intormation for each marijuar
<ul> <li>The business name;</li> </ul>	,			*
<ul> <li>Products or services</li> </ul>	offered;			
<ul> <li>The business location</li> </ul>				
<ul> <li>All titles and respon</li> </ul>	sibilities held by you at the busin	ess, including th	e time frame	for each;
	sociation with the business;			
	tly have a role at the business and	d, if not, when ve	our involveme	ent terminated and why: and
<ul> <li>Whether the busines</li> </ul>	s was ever alleged to have violat	ed the laws or re	gulations of t	he state or country in which it
operates during the	time period when you were assoc	iated with the bi	usiness and, if	so, the nature and resolution of
those allegations.		The same of the sa		
MP Producer License Applica	tion - September 2013			Page 10





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	D: Other Relevant Business Experien		
	u have any experience controlling, managing, o		
	the department's evaluation of the applicant w	ith whom you are associated	II.
☑ Yes □	] No		
25. If you	answered "yes" to question 24, attach a stateme	ent setting forth the following	g information for each such business
	h you have been associated:		
	The business name;		
	roducts or services offered;		
	The business location;		
	all titles and responsibilities held by you at the b	ousiness, including the time	frame for each;
	The dates of your association with the business;		losses the install and other
	Whether you currently have a role at the business Whether the business was ever alleged to have vi	시간 그 사람들은 이번 사람들이 가장하는 것이다. 그렇게 되어 살아보고 있다면 다른데 없었다.	
o	perates during the time period when you were a		
	nose allegations; and		
	low this experience is relevant to the departmen	t's evaluation of the RFA re	sponse of the applicant with whom you
а	re associated.		
•		E-1	
Castian	E: Licenses, Permits and Registration		
	formation regarding all state licenses, permits a	nd registrations ever held, co	arrent or expired by you. Attach
26. State	pages if necessary.  27. Issue Date (month/year):	1 20 T	29. Number:
26. State	27. Issue Date (month/year):	28. Type:	29. Number:
	Expiration Date (month/year):		
30. State	31. Issue Date (month/year):	32. Type:	33. Number:
	Expiration Date (month/year):		
	Expiration Date (month/year).		
		¥	
Section	F: Legal Proceedings		
-			
	ou, or has any entity over which you exercised sought relief under, any provision of the Federa d?		
☐ Yes ☑			2.
If the and	wer above is "yes", attach a statement provid	ling the details of such pro-	reeding or petition
II the ans	met above is yes, attach a statement provid	ing the details of such pro-	ceeding of petition.

35. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or

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.

registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?





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36. Are you a party to any legal proceedings where damages, fin \$500,000 above any insurance coverage available to cover the cl	es or civil penalties may reasonably be expected to exceed aim?
☐ Yes ☑ No	
If the answer above is "yes", attach a statement describing the litigation, the name and location of the court before which it general nature of the claims being made and the impact an unapplicant's operations.	is pending, the identify of all parties to the litigation, the
37. Have you, or has any entity over which you exercised manag \$10,000 assessed by any regulatory agency?	ement or control, ever had any fines or other penalties over
☐ Yes ☑ No	
If the answer above is "yes", attach a statement providing the	e details of such fines or penalties.
Section G: Criminal Actions	
38. Have you ever been convicted of a crime or received a suspen offense in criminal or military court or do you have any charges	nded sentence, deferred sentence, or forfeited bail for any
	The state of the s
If the answer above is "yes", attach a statement providing the court(s) where the case(s) were decided, a description of t pending charges and the outcome of the proceedings.	e date(s) of conviction(s), name of individual(s) involved, he circumstances relating to each offense or for the
Section H: Criminal Background Check	
I understand that the department may review criminal backgroun participate in the medical marijuana program. I hereby authorize privileged nature to the department and its agents.	d records for purposes of evaluating my suitability to the release of any and all information of a confidential or
39. Signature:	40. Date Signed:
	01/10/2013
I hereby certify that the above infor	
I fully understand that if I knowingly make a statement that is u Consumer Protection or any person designated by the Department violation of Section 53a-157b of the Connecticut General Statute.	nt in the performance of their official function. I will be in
41. Signature:	42. Date Signed:
	01NOV2013
	77

## Appendix C

## 20/20 Quality Consulting LLC

### Peter Rafa

## Moria Feighery-Ross

## Question #24

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?

## Answer #24

Yes

## Question #25

## The business name

Pharmatech Associates, Inc.

## Products or services offered

Pharmatech Associates, Inc. provides consulting services to the regulated life science industry. Specific services include:

- Quality Management System Development
- · Validation Planning
- Process Development
- Quality Assurance Consulting
- Site Selection and Facility Design
- · Engineering, Commissioning, and Qualification
- Environmental Monitoring Program Development
- Standard Operating Procedure Development
- · Batch Record Review and Approval

## The business location

Pharmatech Associates, Inc.

22320 Foothill Blvd, Suite 330

Hayward, CA 94541

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

Peter Rafa Experience			
Time Period	Title	Responsibilities	
10/2001 to 10/2003	Engineer I	Provide qualification and validation services for regulated life science clients. Tasks completed include:  Building HVAC and Critical Utilities Validation  Oral Solid Dosage process equipment (granulators, coaters, mixing tanks) Validation  Cangula Filling Machine Validation	
10/2003 to 10/2005	Engineer II/Site Lead	<ul> <li>Capsule Filling Machine Validation</li> <li>Fermentation System Validation</li> <li>Clean-In-Place System Validation</li> <li>Standard Operating Procedure development</li> </ul>	
10/2005 to 10/2006	Engineer III/Site Lead	Provide qualification and validation services for regulated life science clients. Manage client relationships and project budgets. Generate proposals. Tasks completed include:  • Validation Master Planning  • Project Scheduling and Cost Estimation  • Risk Assessment  • Transdermal System Validation  • Building Management System Validation  • Water for Injection System Validation	
10/2006 to 10/2009	Validation Manager	In addition to qualification and validation tasks listed above, management responsibilities include:  • Management of up to 10 direct reports  • Sales and Marketing  • Developed Internal Training Programs	
10/2009 to 10/2011	Associate Director of Validation	<ul> <li>Trained Clients on cGMPs</li> <li>Internal Review of all Deliverables</li> <li>Environmental Monitoring System and Document Control System Development, Implementation, and Management</li> </ul>	
10/2011 to Current	Associate Director	In addition to above:  Management of up to 15 direct reports  Project management of over 30 concurrent projects both domestic and international  Sales, marketing, and proposal development  Contract Negotiation  Employee Training  Training clients of industry trends and regulatory strategy  Review of validation documentation  Conducting audits of validation, calibration, and document control systems  Validation master planning	

	1	Moria Feighery-Ross Experience
Time Period	Title	Responsibilities
1/2007 to 6/2007	Engineer I	Provide qualification and validation services for regulated life science clients. Systems validated and other tasks include:  • Building Management System  • Building HVAC and Critical Utilities including Clean Dry Air, RO/DI Water, Process Gases  • Process Validation Protocols for Relocation of Implantable Device Production Line
6/2007 to 7/2009	Engineer II	Provide qualification and validation services for regulated life science clients. Systems validated and other tasks completed include:  • Facilities and Utilities as above  • Custom Lamination and Filling Equipment  • Automated Product Inspection System  • Root Cause Analysis (Transdermal system)  • Water for Injection  • Autoclaves, Cleaning Process, Cold Box  • Oral Solid Dosage Equipment (Mill, Granulator, Coaters) Internal responsibilities:  • Developed Internal Training Presentations and Activities
7/2009 to present	Consultant II	Provide qualification and validation services for regulated life science clients. Systems validated and other tasks completed include:  • Facilities and Utilities as Above  • Risk Assessment, Criticality Assessment  • Review of equipment Qualification histories and changes to assess and remediate qualification gaps  • Review of processes and equipment alarms and set points to evaluate and remediate inconsistencies  • Building Management System  • Validation Master Plans for Construction Projects and New Product Equipment Lines  Internal responsibilities:  • Published article in Pharmaceutical Manufacturing magazine, Sept 2013. "Risk Based Validation: A Suite of Case Studies"

## The dates of your association with the business

Peter Rafa:

October, 2001 to Present

Moria Feighery-Ross: January, 2007 to Present

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

Mr. Rafa is currently employed by Pharmatech in the role of Associate Director. See above for description of current responsibilities.

Ms. Feighery-Ross is currently employed by Pharmatech in the role of Consultant II. See above for description of current responsibilities.

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

No

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

After being contacted by Theraplant and learning of their plan to obtain a medical marijuana producer license in the State of Connecticut, we studied the Connecticut proposed regulations. We saw similarities in Connecticut's proposed regulations to the Code of Federal Regulation (CFR), which has been the subject of the overwhelming majority of our collective 18 years' experience in regulated life science. Our careers as consultants for Pharmatech Associates, Inc. have enabled us to guide clients to develop, implement and maintain compliant operations for the pharmaceutical, biotech and medical device industries. Specifically, our experience has focused on ensuring that the manufacturing process, equipment, facility and supporting systems all work cohesively to ensure that products are produced in a repeatable, reliable and controlled manner. In addition, we have qualified facilities, and their production and packaging equipment that are subject to Drug Enforcement Agency (DEA) oversight. We therefore understand the need for absolute accuracy in product reconciliation and the need to utilize industry best practices to reduce the risk of theft or diversion.

We have experience in all areas of the production of drugs and device products in a regulated environment. The major areas we are developing for Theraplant are:

- Quality Management System to define Theraplant's approach, rationale and methodology to ensure product quality and compliance is achieved and maintained, including:
  - o Training Program
  - o Document Control Program
  - o Standard Operating Procedure Development, including
    - Good Documentation Practices
    - Production Area Gowning and Personal Protective Equipment
    - Deviation and Corrective Action Handling
    - Equipment, Utensil and Room Cleaning Procedures

- Batch Record Development documented procedures that track product from seed/clone to final packaging and include reconciliation procedures to ensure theft/diversion has not occurred
- Facility Commissioning to ensure facility design and construction conforms to requirements and regulations
- Environmental Monitoring System to define and test for potential environmental impacts (air quality, water quality, pest intrusion, etc.) to product quality to ensure continued compliance

Our role as consultant for Theraplant is to guide it in crafting an operation that is transparent and fully compliant with Connecticut regulations. The focus of our consulting has centered on ensuring product quality and preventing theft and diversion. The program we are creating is comprehensive and will provide Theraplant with documented rationales and procedures to test all process inputs to help ensure product quality. We have found that Theraplant is willing to embrace compliance, and embed into their procedures. Given that Theraplant is already composed of industry experts in all facets of the medical marijuana industry, we have focused on taking their expert knowledge of the subject matter and placing it within the confines of documented policies and procedures so essential to compliance. This compliance-driven infrastructure we are creating will provide a high degree of assurance that the needs of all stakeholders are met, from the Connecticut Department of Consumer Protection to its ultimate consumers — medical marijuana patients.

# Appendix C Dr. Timothy Coleman





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

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

2. Street Address (including Apartment or Suite #):  3. City:  6. Title: CEO  7. Telephone Number:  9. Date of Birth:  10. Social Security Number:  11. Gender:  Male □ Female  Section B: Employment Information  12. Current or Most Recent Employer: Nemucore Medical Innovations, Inc.  13. Date of Employment: Start Date:  Start Date:  15. City: Worcester  16. State:  17. Zip Code:  18. Daytime Telephone Number:  (508) 471-4647  19. Fax Number: (508) 519-8352  10. Cher than the applicant, do you have any experience controlling, managing, operating or working for a marijuan argiculture business?  Yes ☑ No  20. Lemail Address: Icoleman @nemucore.com  Section C: Marijuana or Agriculture Business Experience  21. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuan argiculture business?  Yes ☑ No  22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or council Yes ☑ No  23. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each mari 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 and, if not, when your involvement terminated and why; a  Whether you currently have a role at the business and, if not, when your involvement terminated and why; a  Whether the business was ever alleged to have violated the laws or reculations of the state or country in whi	Section A: Personal In 1. Name (First, Middle, Last		the state of the s	
3. City: 6. Title: CEO 7. Telephone Number: 8. E-mail Address: 9. Date of Birth: 10. Social Security Number: 11. Gender:	Transcription (Final Final Fin	Timothy Patrick Coleman		
5. Title: CEO  7. Telephone Number:  8. E-mail Address:  9. Date of Birth:  10. Social Security Number:  11. Gender:  11. Male □ Female  12. Current or Most Recent Employer:  Nemucore Medical Innovations, Inc.  13. Date of Employment:  Start Date: 02/01/2008  End Date::  4. Employer Address (including Apartment or Suite #):  5. City: Worcester  8. Daytime Telephone Number:  (508) 471-4647  19. Fax Number:  (508) 519-8352  10. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuan griculture business?  19. Yes ☑ No  2. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country in which you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each maragiculture business with which you have been associated:  1 The business name;  1 Products or services offered;  1 The business location:  2 All titles and responsibilities held by you at the business, including the time frame for each;  1 The dates of your association with the business;  2 Whether you currently have a role at the business and, if not, when your involvement terminated and why; a Whether the business was ever all eat the business and, if not, when your involvement terminated and why; a Whether the business was ever all the business and, if not, when your involvement terminated and why; a Whether the business was ever all eat the business and, if not, when your involvement terminated and why; a Whether the business was ever all the business and, if not, when your involvement terminated and why; a Whether the business was ever all the business and, if not, when your involvement terminated and why; a Whether the business was ever all the business and, if not, when your involvement terminated and why; a Whether the business was ever all the business and, if not, when your involvement terminated and why; a Whether the business was ever all the product of the laws or regulations of the state or	2. Street Address (including	Apartment or Suite #):		
Description B: Employment Information  12. Current or Most Recent Employer:  Nemucore Medical Innovations, Inc.  13. Date of Employment: Start Date: 02/01/2008 End Date::  14. Employer Address (including Apartment or Suite #): 55 Union St  16. State: MA  17. Zip Code: 01608  8. Daytime Telephone Number: (508) 471-4647  19. Fax Number: (508) 471-4647  19. Fax Number: (508) 471-4647  19. Fax Number: (508) 471-4647  10. State: MA  17. Zip Code: 01608  18. Daytime Telephone Number: (508) 519-8352  19. Fax Number: (508) 471-4647  19. Fax Number: (508) 471-4647  19. Fax Number: (508) 519-8352  19. Cother than the applicant, do you have any experience controlling, managing, operating or working for a marijuan griculture business?  19. Yes ☑ No  20. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country in No  21. Yes ☑ No  22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country in No  23. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each maragiculture business with which you have been associated:  10. The business name;  11. Products or services offered;  12. The business location;  13. Date of Employment:  14. Employment:  15. Citry: Walter Date:  16. State: MA  17. Zip Code: 01608  17. Zip Code: 01608  18. Date: 19.	3. City:		4. State: 5. Zip Code:	
Description B: Employment Information  2. Current or Most Recent Employer:  Nemucore Medical Innovations, Inc.  4. Employer Address (including Apartment or Suite #):  5. City: Worcester  8. Daytime Telephone Number:  (508) 471-4647  19. Fax Number:  (508) 471-4647  19. Fax Number:  (508) 519-8352  16. State: MA  17. Zip Code: 01608  16. State: MA  17. Zip Code: 01608  18. Daytime Telephone Number:  (508) 471-4647  19. Fax Number:  (508) 519-8352  10. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuan griculture business?  19. Yes ☑ No  20. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country in No  21. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country in No  22. Other than the applicant, are you currently associated:  18. The business name;  19. Fax Number:  19. Fax Number:  10. State: MA  17. Zip Code: 01608  17. Zip Code: 01608  18. State: MA  19. State: MA  19. State: MA  10. State: MA  10. State: MA  10. State: MA  11. Zip Code: 01608  10. State: MA  10. State: MA  10. State: MA  11. Zip Code: 01608  10. State: MA  10. State: MA  10. State: MA  10. State: MA  11. Zip Code: 01608  10. State: MA  10. State:	6. Title: CEO	7. Telephone Nur	mber: 8. E-mail Address:	_
Section B: Employment Information    2. Current or Most Recent Employer:   13. Date of Employment:   Start Date:   02/01/2008   End Date:		10. Social Security Number:	11 Gender	
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8. Daytime Telephone Number: (508) 471-4647  19. Fax Number: (508) 519-8352  20. E-mail Address: tcoleman@nemucore.com  ection C: Marijuana or Agriculture Business Experience  1. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuang griculture business?  Yes No  2. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country in the products or services offered; The business name; Products or services offered; The dates of your association with 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; a Whether the business was ever alleged to have violated the laws or regulations of the state or country in white			End Date: :	
S. City: Worcester  8. Daytime Telephone Number: (508) 471-4647  19. Fax Number: (508) 519-8352  20. E-mail Address: tcoleman@nemucore.com  ection C: Marijuana or Agriculture Business Experience  1. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuan priculture business?  Yes No  2. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or county in you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each matagriculture 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; a Whether the business was ever alleged to have violated the laws or regulations of the state or country in white	4. Employer Address (include	ling Apartment or Suite #):		
B. Daytime Telephone Number: (508) 471-4647  19. Fax Number: (508) 519-8352  20. E-mail Address: tcoleman@nemucore.com  ection C: Marijuana or Agriculture Business Experience  Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuan criculture business?  Yes No  Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or county of No  If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each matagriculture 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; a whether the business was ever alleged to have violated the laws or regulations of the state or country in which was not as the product of the state or country in which was not as the product of the state or country in which was not as the product of the state or country in which was not as the product of the state or country in which was not as the product of the state or country in which was not as the product of the state or country in which was not as the product of the state or country in which was not as the product of the state or country in which was not as the product of the state or country in which was not as the product of the state or country in which was not as the product of the state or country in which was not as the product of the state of country in which was not as the product of the state of the product of		55 Unio		
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ection C: Marijuana or Agriculture Business Experience  1. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuant priculture business?  1. Yes No  2. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country No  3. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each matagriculture 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; a  • Whether the business was ever alleged to have violated the laws or regulations of the state or country in which was a regulation of the state or country in which was a regulation of the state or country in which was a regulation of the state or country in which was a regulation of the state or country in which was a regulation of the state or country in which was a regulation of the state or country in which was a regulation of the state or country in which was a regulation of the state or country in which was a regulation of the state or country in which was a regulation of the state or country in which was a regulation of the state or country in which was a regulation of the state of country in which was a regulation of the state of country in which was a regulation of the state of country in which was a regulation of the state of country in which was a regulation of the state of country in which was a regulation of the state of country in which was a regulation of the state of country in which was a regulation of the state of country in which was a regulation of the state of country in which was a regulation of the state of country in which was a regulation of the state o				
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<ul> <li>The business location;</li> <li>All titles and responsibilities held by you at the business, including the time frame for each;</li> <li>The dates of your association with the business;</li> <li>Whether you currently have a role at the business and, if not, when your involvement terminated and why; a</li> <li>Whether the business was ever alleged to have violated the laws or regulations of the state or country in whith</li> </ul>	<ul> <li>The business name;</li> </ul>			
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<ul> <li>Whether the business was ever alleged to have violated the laws or regulations of the state or country in white</li> </ul>	<ul> <li>The dates of your ass</li> </ul>	ociation with the business;		
• Whether the business was ever alleged to have violated the laws or regulations of the state or country in which	<ul> <li>Whether you currently</li> </ul>	y have a role at the business and, if	not, when your involvement terminated and why; and	
operates during the time period when you were associated with the business and, if so, the nature and resolut those allegations.	<ul> <li>Whether the business operates during the ti</li> </ul>	was ever alleged to have violated th	the laws or regulations of the state or country in which	it





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Section	D: Other Relevant Business Experi	ence	
24. Do yo relevant to Yes	ou have any experience controlling, managing to the department's evaluation of the applicant No	, operating or working for any t with whom you are associate	other business that you believe may be d?
With Which	answered "yes" to question 24, attach a state th you have been associated: The business name; Products or services offered; The business location; All titles and responsibilities held by you at the dates of your association with the business. Whether you currently have a role at the busin. Whether the business was ever alleged to have perates during the time period when you were nose allegations; and low this experience is relevant to the department associated.	e business, including the time s; ess and, if not, when your invo violated the laws or regulation e associated with the business	frame for each; blycment terminated and why; ns of the state or country in which it and, if so, the nature and resolution of
Section :	E: Licenses, Permits and Registration	ons	
Provide in	formation regarding all state licenses, permits	and registrations ever held, co	urrent or expired by you. Attach
26. State	pages if necessary.  27. Issue Date (month/year):	28. Type:	29. Number:
zo. State	Expiration Date (month/year):	26. Туре.	29. Number:
30. State	31. Issue Date (month/year):  Expiration Date (month/year):	32. Type:	33. Number:
Section I	F: Legal Proceedings		
otherwise s year period Yes ②		ral Bankruptcy Act or under a	ny State insolvency law in the last ten
35. Have yoregistration  ☐ Yes ☑	ou, or has any entity over which you exercised in Connecticut, or any other State, suspended	d management or control, ever d, revoked or otherwise subjec	had a professional license, permit or ted to disciplinary action?
f the answ	ver above is "yes", attach a statement provi a description of the circumstances relating	ding the date(s), the type of to each suspension, revocation	license, permit or registration at on or other disciplinary action.





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36. Are you a party to any legal proceedings where damages, fines or cives \$500,000 above any insurance coverage available to cover the claim?  ☐ Yes ☑ No	ril penalties may reasonably be expected to exceed
If the answer above is "yes", attach a statement describing the litigation, the name and location of the court before which it is pendigeneral nature of the claims being made and the impact an unfavora applicant's operations.	ing, the identify of all parties to the litigation, the
37. Have you, or has any entity over which you exercised management of \$10,000 assessed by any regulatory agency?	r control, ever had any fines or other penalties over
☐ Yes ☑ No	
If the answer above is "yes", attach a statement providing the details	of such fines or penalties.
Section C. C.: 14 ::	
Section G: Criminal Actions	
38. Have you ever been convicted of a crime or received a suspended sen offense in criminal or military court or do you have any charges pending.	tence, deferred sentence, or forfeited bail for any
If the answer above is "yes", attach a statement providing the date(s) the court(s) where the case(s) were decided, a description of the circupending charges and the outcome of the proceedings.	of conviction(s), name of individual(s) involved, imstances relating to each offense or for the
Section II. Control III. I I I I I I I I I I I I I I I I I	
Section H: Criminal Background Check	
I understand that the department may review criminal background records participate in the medical marijuana program. I hereby authorize the release privileged nature to the department and its agents.	s for purposes of evaluating my suitability to ase of any and all information of a confidential or
39. Signature	40. Date Signed:
-	11/1/2013
I hereby certify that the above information	is correct and complete.
I fully understand that if I knowingly make a statement that is untrue an Consumer Protection or any person designated by the Department in the violation of Section 53a-157b of the Connecticut General Statutes.	d which is intended to mislead the Department of performance of their official function, I will be in
41. Signature:	42. Date Signed:
	11/1/2013
6	

#### Appendix C

#### Timothy P. Coleman, Ph.D., MBA

#### **Question #24**

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

## Question #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

- 1. Nemucore Medical Innovations, Inc. (NMI)
- 2. Blue Ocean Biomanufacturing, Inc. (Blue Ocean)
- 3. Foundation for the Advancement of Personalized Medicine Manufacturing (FAPMM)

#### Products or services offered

- NMI develops nanomedicines for the treatment of multidrug-resistant ovarian cancer and glioblastoma.
- 2. Blue Ocean is a strategic manufacturing partner for translational scientists at academic and emerging biopharmaceutical companies providing cGMP manufacturing and development services. Blue Ocean is pioneer in deploying single use disposable and modular manufacturing equipment in the earliest phases of drug development.
- FAPMM is a private, not-for-profit economic development agency dedicated to the development of funding and research consortiums in the personalized medicine space focused on creating regional manufacturing opportunities.

# The business location

- 1. Worcester, MA
- 2. Worcester, MA & Peoria, AZ
- 3. Phoenix, AZ

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

- 1. 2008 to Present: Chief Executive Officer and President
  - Responsibilities: nanomedicine drug design, funding, and clinical/regulatory strategy
- 2. 2012 to Present: Chief Executive Officer
  - a. Responsibilities: facility design, funding, and client development
- 3. 2013 to Present: Director
  - a. Responsibilities: proposal development and governmental relations

#### The dates of your association with the business

- 1. NMI: 2008 to present
- 2. Blue Ocean: 2012 to present
- 3. FAPMM: 2013 to present

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

- 1. NMI: 2008 to present (I am the CEO and President.)
- 2. Blue Ocean: 2012 to present (I am the CEO.)
- 3. FAPMM: 2013 to present (I am a director.)

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

No

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

I will advise Theraplant's research program, using an iterative approach to identify potent strains of marijuana rich in bioactive cannabinoids. Ideally these new strains will be more effective in reducing the pain and suffering among patients afflicted with "debilitating medical conditions" including: cancer, glaucoma, positive status for human immunodeficiency virus or acquired immune deficiency syndrome, Parkinson's disease, multiple sclerosis, damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity, epilepsy, cachexia, wasting syndrome, Crohn's disease, post-traumatic stress disorder or other medical

conditions approved by the State of Connecticut Department of Consumer Protection. I have over 15 years experience in the biopharmaceutical industry and will work with the Theraplant research team to identify the best clinical approach to developing high quality and beneficial strains of marijuana.

My experience in this advisory role can be broken down into three basic segments: drug development, manufacturing and clinical.

#### Drug Development:

1. As a drug developer for NMI, I have been involved in creating novel drugs from the "ground up." Trained in biophysics, I use this foundational knowledge to design and develop macro-molecular structures know as nanomedicines. Our nanomedicines are composed of small molecular weight drugs and proteins, which overcome multidrug resistant mechanisms that occur in heavily treated ovarian cancer and glioblastoma patients. Unlike medical chemists who try to make a single molecule that inhibits the growth of cancer, my designs utilize a combinatorial approach to design therapies that carry multiple molecules to the diseased tissue simultaneously. It is the combination of phytocannabinoids in medical marijuana that dictate the pharmacological effects. As Theraplant discovers which phytocannabinoids improve efficacy, I will assist the staff in understanding the complex nature of these combined medicinal effects (once there is an understanding as to which strains contain which phytocannabinoids), so that comparisons between composition and clinical outcome can be modeled effectively with the goal of producing higher quality strains.

# Manufacturing:

- 1. For NMI: I have been involved with designing new manufacturing methods to create two novel nanomedicines suitable for clinical use. This has involved developing a number of new techniques as well as creating an integrated quality system that very shortly will allow us to produce cGMP lots suitable for our investigational new drug application submission.
- 2. For Blue Ocean: Together with the President of the company, I have developed the Basis of Design and engineering schematics for two cGMP-compliant facilities that will be molecule agnostic and built using modular components. One facility is currently under development and the other is in the final phases of planning with the host city. I have developed a discreet knowledge of the systems and resources required to develop, equip and operate a cGMP facility.
- 3. For the FAPMM: I have worked with two host states/cities to build the required relationships to develop public-private financing strategies to bring biopharmaceutical manufacturing jobs back to the United States. We have developed an economical way for regions to develop new opportunities for their citizens through a combination of innovative facility design and novel capital equipment. This framework of knowledge will be useful in helping the Theraplant team work with local communities.

#### Clinical

1. Throughout my 15 years' experience I have been involved in the design of a number of phase 1 & phase 2 clinical trials for oncology and infectious disease therapies. This knowledge will be useful as I advise Theraplant on their clinical strategy to develop

strains of medicinal marijuana. Of specific interest to the program will be a better understanding of the pharmacokinetics and pharmacodistribution (PK/PD) of the different cannabinoids, which drive efficacy. As such, prototypical combined phase I/II trials will be designed to gather PK/PD and efficacy data to support strain development activities.

3087109v.2

# Appendix C Annik Chamberlin





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

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

ne (First, Middle, Last): Annik S. Chamberlin eet Address (including Apartment or Suite #):  7: Pharmacist 7. Telephone Number:	4. State: 5. Zip Code:
e: 7. Telephone Number:	4. State: 5. Zip Code:
e: Pharmacist 7. Telephone Number:	4. State: 5. Zip Code:
	8. E-mail Address:
e of Birth: 10. Social Security Number:	11. Gender:  ☐ Male ☑ Female
on B: Employment Information	
rrent or Most Recent Employer:	13. Date of Employment:
INC D/B/A Beacon Prescriptions	Start Date: 09/05/2006
	End Date: :
uployer Address (including Apartment or Suite #): 609 North Main	Street
y: Southington	16. State: CT 17. Zip Code: 06489
ytime Telephone Number: 19. Fax Number: (860) 628-3972 (860) 621-7862	20. E-mail Address: achamberlin@beaconrx.com
on C: Marijuana or Agriculture Business Experience her than the applicant, do you have any experience controlling, manuture business?	aging, operating or working for a marijuana or
ner than the applicant, are you currently associated with a marijuana ☑ No	or agriculture outshiess in any state of country?
	,





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Section D: Other Relevant Business	Experience
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relevant to the department's evaluation of the applicant with whom you are associated?  Yes \subseteq No
E 165 E 140

- 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;

Section E: Licenses, Permits and Registrations

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

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

- 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.

additional	pages if necessary.		
26. State	27. Issue Date (month/year): 07/04	28. Type:	29. Number:
CT	Expiration Date (month/year): 01/14	Pharmasist	10103
30. State	31. Issue Date (month/year):	32. Type:	33. Number:
	Expiration Date (month/year):		
Section	F: Legal Proceedings		A Section of the section
	ou, or has any entity over which you exercised sought relief under, any provision of the Federad?		
□ Yes ☑	No		
If the ans	wer above is "yes", attach a statement provid	ing the details of such proc	eeding or petition.
	ou, or has any entity over which you exercised n in Connecticut, or any other State, suspended,		
☐ Yes ☑	No		
	wer above is "yes", attach a statement provid a description of the circumstances relating to		





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36. Are you a party to any legal proceedings where d \$500,000 above any insurance coverage available to	lamages, fines or civil penalties may reasonably be expected to exceed cover the claim?
☐ Yes ⓓ No	
litigation, the name and location of the court befo	escribing the litigation, including the title and docket number of the re which it is pending, the identify of all parties to the litigation, the mpact an unfavorable opinion may have on the applicant or the
37. Have you, or has any entity over which you exerc \$10,000 assessed by any regulatory agency?	cised management or control, ever had any fines or other penalties over
☐ Yes ☑ No	
If the answer above is "yes", attach a statement p	roviding the details of such fines or penalties.
Section G: Criminal Actions	
38. Have you ever been convicted of a crime or receipoffense in criminal or military court or do you have a	ived a suspended sentence, deferred sentence, or forfeited bail for any many charges pending?
offense in criminal or military court or do you have a  If the answer above is "ves", attach a statement p	nny charges pending?
offense in criminal or military court or do you have a If the answer above is "yes", attach a statement p the court(s) where the case(s) were decided, a desi	nny charges pending?
offense in criminal or military court or do you have a  If the answer above is "yes", attach a statement p the court(s) where the case(s) were decided, a desi pending charges and the outcome of the proceeding  Section H: Criminal Background Check  I understand that the department may review crimina participate in the medical marijuana program. I here	nny charges pending?
offense in criminal or military court or do you have a lift the answer above is "yes", attach a statement p the court(s) where the case(s) were decided, a desipending charges and the outcome of the proceeding charges and the outcome of the out	roviding the date(s) of conviction(s), name of individual(s) involved, eription of the circumstances relating to each offense or for the ngs.
offense in criminal or military court or do you have a lift the answer above is "yes", attach a statement p the court(s) where the case(s) were decided, a desipending charges and the outcome of the proceeding charges and the outcome of the out	roviding the date(s) of conviction(s), name of individual(s) involved, eription of the circumstances relating to each offense or for the ngs.  Il background records for purposes of evaluating my suitability to by authorize the release of any and all information of a confidential or
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offense in criminal or military court or do you have a If the answer above is "yes", attach a statement p the court(s) where the case(s) were decided, a desi pending charges and the outcome of the proceedin  Section H: Criminal Background Check I understand that the department may review crimins participate in the medical marijuana program. There privileged nature to the department and its agents.  39. Signature:	roviding the date(s) of conviction(s), name of individual(s) involved, eription of the circumstances relating to each offense or for the ngs.  It background records for purposes of evaluating my suitability to by authorize the release of any and all information of a confidential or  40. Date Signed: 11/1/2013
offense in criminal or military court or do you have a  If the answer above is "yes", attach a statement p the court(s) where the case(s) were decided, a desi pending charges and the outcome of the proceedin  Section H: Criminal Background Check I understand that the department may review crimins participate in the medical marijuana program. There privileged nature to the department and its agents.  39. Signature:  Thereby certify that the a  I fully understand that if I knowingly make a staten	roviding the date(s) of conviction(s), name of individual(s) involved, eription of the circumstances relating to each offense or for the ngs.  If background records for purposes of evaluating my suitability to by authorize the release of any and all information of a confidential or  40. Date Signed:  11/1/2013  bove information is correct and complete.  nent that is untrue and which is intended to mislead the Department of the Department in the performance of their official function, I will be in
offense in criminal or military court or do you have a  If the answer above is "yes", attach a statement p  the court(s) where the case(s) were decided, a desi- pending charges and the outcome of the proceeding  Section H: Criminal Background Check.  I understand that the department may review crimina  participate in the medical marijuana program. I here  privileged nature to the department and its agents.  39. Signature:  Thereby certify that the a  I fully understand that if I knowingly make a staten  Consumer Protection or any person designated by the	roviding the date(s) of conviction(s), name of individual(s) involved, eription of the circumstances relating to each offense or for the ngs.  If background records for purposes of evaluating my suitability to by authorize the release of any and all information of a confidential or  40. Date Signed:  11/1/2013  bove information is correct and complete.  nent that is untrue and which is intended to mislead the Department of the Department in the performance of their official function, I will be in

# Appendix C

# Annik Chamberlin, PharmD

#### Question #25

### The business name

DCA Inc d/b/a Beacon Prescriptions

#### Products or services offered

- · Prescription medications
- · Over the counter medications
- · Nutritional supplements
- Custom compounded medications

#### The business location

609 North Main St Southington, CT 06489

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

Staff Pharmacist: September 2006 – December 2010 Pharmacist Owner/Manager: December 2010 - current

# The dates of your association with the business;

2006-current

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

I am currently an owner and the pharmacy manager at Beacon Prescriptions.

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

None

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

My role as an advisor on the Advisory Board of Theraplant, LLC, will be to act as a liaison to the pharmacists working within the Dispensary community and to advise on new product development as well as oversee the compounding of concentrates.

My experience is relevant to the department's evaluation of the RFA response submitted by Theraplant, LLC because:

- I have the ability to effectively communicate with the pharmacists managing the
  dispensaries in the community because I have been practicing community pharmacy for 9
  years and have owned and operated a full retail and compounding pharmacy for 3 years.
- I have hands-on experience and experience overseeing the compounding of customized medications, both sterile and non-sterile safely and accurately. We have compounded the following dosage forms: liquid suspensions, capsules/SL tablets, Rapid Dissolve Tablets, creams/ointments, vaginal and rectal suppositories, transdermal gels/creams, troches, otic medications, ophthalmic preparations, and injectables. Compounding medications allows us to adjust the strength of a medication, avoid unwanted ingredients, such as dyes, preservative, lactose, gluten, or sugar, add flavor to make the medication more palatable, and prepare medications using unique delivery systems.
- Our company has successfully solved unique medical problems through the triad relationship of patient, prescriber, and pharmacist.
- Our company serves as a resource for patients and prescribers by staying on up to date with compounding knowledge, training, and equipment.
- Through the compounding of medications, we have served many patient populations
  including elderly patients, pediatric patients, hospice patients, patients with difficult to
  treat conditions like chronic pain, as well as patients with sensitivities and allergies.



# Connecticut Department of Consumer Protection Medical Marijuana Producer License Request for Application

# **Section A-2**

**Summary of Qualification and Experience** 

Theraplant, LLC ("Theraplant") has assembled a team with extensive experience operating complex companies and production facilities. Theraplant has supplemented its team with experts in every aspect of large-scale production of pharmaceutical-grade medical marijuana. Theraplant's CEO, Ethan Ruby, devoted more than a year to observing and learning the techniques of medical marijuana production in Denver, Colorado, and is also dedicated to advancing the science and efficacy of medical marijuana. Theraplant has raised approximately \$7 million to fund its initial operationsincluding an executed Purchase and Sale Agreement for its identified production facility, pending the obtaining of a Producer License from the State of Connecticut Department of Consumer Protection ("DCP"). Mr. Ruby and the rest of the Theraplant team have two goals: First, to run a secure and legally compliant production facility; second, to produce pharmaceutical-grade medical marijuana of the highest quality. These goals are demonstrated by our actions and support to date. For example, Theraplant has spent many hours developing its security plan with the assistance of the Police Chief of Watertown, whose confidence in our plan is evidenced by his recommendation to the DCP for Theraplant's approval. See Exhibit A2-2. See also, Exhibits A2-1, 3 and 4, illustrating the support of State Senator Kane and Watertown officials.

#### RELEVANT EXPERIENCE/INDUSTRY KNOWLEDGE

# 1. Operation of a Medical Marijuana Production Facility

After a tragic accident left him a paraplegic in 2000, CEO Mr. Ruby became involved with a number of charitable and business endeavors prior to his work with Theraplant, where his passion for helping those in need dovetailed with his interest in science. In addition to Mr. Ruby, Theraplant's core operations team consists of 3 persons with a combined decade of experience perfecting medical marijuana production methods in a 130,000 sq. ft. Colorado facility, operated under the name of Grass Roots Health and Wellness ("GRH"). GRH first opened a medical marijuana dispensary in September of 2009 and began producing medical marijuana in January of 2010. In its production facility, GRH produced its own medical marijuana

and subleased growing space to 9 subtenant growers as allowed under Colorado law. The experience of working with these subtenant growers enhanced the team's own knowledge about the production process and gave them critical insight into producing medical marijuana under large numbers of grow lights.

At its peak, GRH grew 227 different strains, sold to 30 dispensaries, and operated approximately 100 grow lights in 10,000 square feet of dedicated grow space (within the larger 130,000 square foot space). In addition, GRH managed the entire facility, including utilities and subtenant security. Together with its subtenants, GRH had monthly harvests comprising 240 production cycles. The subsequent drying and packaging operations for these 240 production cycles gave the Theraplant team invaluable knowledge to draw on in Connecticut, where all product must be pre-packaged. As previously noted, Mr. Ruby spent more than a year providing GRH with a patient's perspective and learning GRH's operations before deciding to relocate to Connecticut, and asking that the GRH team, with its industrial scale production knowledge, join him in the new, appropriately regulated industry authorized by the Connecticut General Assembly and the DCP.

The GRH team consists of the following individuals: (i) Daniel Emmans, Chief Operating Officer, who assembled and led the GRH team, has focused exclusively on medical marijuana since 2009; (ii) Jon Lane, Master Grower; and (iii) Scott Turner, Head of Physical Plant. Through their oversight of the 130,000 square foot production facility, the GRH team became expert in agriculture and cultivation, including interactions among segregated light pods, and power usage. As dispensary owners, the GRH team learned best practices related to storage and packaging, which must be done by producers in Connecticut.

In addition, security for the GRH production facility was led by Jeff Lakey, a decorated Marine and security professional. With extensive experience in medical marijuana building security, Mr. Lakey has been instrumental, in conjunction with the Watertown Police Department, in the creation of Theraplant's security plan, with input concerning product security from pharmaceutical experts Peter Rafa and Moria Feighery-Ross, who collectively possess more than fifteen years of pharmaceutical policy and procedure experience

with Pharmatech, a consulting firm specializing in Pharmaceutical manufacturing excellence, including the creation and maintenance of DEA compliant facilities.

# RELEVANT QUALIFICATIONS

# 1. Agriculture

Theraplant's agriculture team is led by Master Grower Jon Lane. Jon has grown medical marijuana since 2009; he has also consulted for other growers in implementing best growing practices. Teaming with strong operators like Mr. Emmans (who also holds an Economics degree from Brandeis University) and Mr. Turner, enabled Jon to develop reliable growing techniques for medical grade marijuana. In addition, Jon's study of root zones, symbiotic microorganisms and internal plant function have given him experience in both creating and growing new marijuana strains. Jon has also had success growing medical marijuana in all major mediums including soil, hydroponically and aeroponically. Mr. Lane also specializes in all - organic nutrients and integrated pest-management methods that are low in toxicity. Mr. Turner worked diligently at GRH to support Jon's vision as to grow design and engineering. Mr. Turner, who is a graduate of the Colorado School of Mines, has over 13 years of design and manufacturer engineering experience, and is a Registered Engineer in Colorado. Theraplant also has the support and participation of Dr. Yi Li, a highly decorated plant biologist who has published more than 70 articles on agriculture, plant biology and transgenics as the head of the University of Connecticut's Transgenic Plant Facility.

# 2. Physical Security and Loss Aversion

Jeff Lakey has spent several years as CEO of Starlight Security, providing security to industrial buildings, including medical marijuana production facilities. Jeff is licensed in almost every area of physical security, including armed and unarmed security, robbery and loss prevention, onsite and offsite video surveillance, and security detail operations. As previously noted, Mr. Lakey's external and internal security plan for Theraplant was drafted with the input of local law enforcement. Mr. Lakey's plan will be implemented by Theraplant employees or by one of the large, Connecticut-based security services provider

with whom we have consulted, such as Allied Barton. Product deliveries will be handled by Garda or a similar armored guard truck service. Theraplant will also implement the internal loss aversion procedures drawn up by Mr. Rafa and Ms. Feighery-Ross, from their experience consulting for some of the world's top pharmaceutical companies. Theraplant's approach to both internal and external security is articulated more fully in our response to RFA Section C(2)(e).

#### 3. Financial Controls

Theraplant will apply the highest standards of accountability and financial controls, particularly with regard to inventory and financial matters. Theraplant's compliance efforts will be led by President Marc Adelson, who has 20 years of experience in highly regulated financial, insurance and health care industries. Mr. Adelson's experience in regulatory compliance and financial controls is evidenced by his work at companies like Ability Resources, a reinsurer, and Teladoc, the leading telehealth company in the U.S. Marc's experience gives him the relevant skill set to oversee Theraplant's operation with an emphasis on regulatory compliance and reporting, as well as the ability to implement precise audit methods and procedures. In conjunction with CEO Ruby, Marc will have the responsibility to ensure that Theraplant has strong controls in each department and follows best practices in finance and internal controls.

#### 4. Cannabinoid Extraction

Theraplant's Operations Team will work with industry experts on extracting cannabinoids. Dr. Michael Guarnieri, who received his Ph.D in Structural Biology and Biophysics from the University of Colorado School of Medicine, is an expert on plant lipids and multiple extraction techniques for plant bioactive ingredients, including supercritical CO2, hyper-distillation and steam distillation. Dr. Guarnieri has almost a decade of experience as a Research Scientist at the prestigious National Renewable Energy Laboratory in Colorado, working on lipid extraction to turn plants into biofuels, a specialty that gives him highly relevant experience in developing extraction protocols for Theraplant. In addition, we have also retained Annik

Chamberlin, of Beacon Prescriptions and a member of the Connecticut Pharmacists' Association, to both act as a liaison to the Pharmacist community and eventually assist us in our compounding efforts.

# 5. Pharmaceutical Manufacturing and Quality Control

With respect to product management and validation procedures, Dr. Timothy Coleman, a key Theraplant advisor, will assist President Adelson, Mr. Rafa and Ms. Feighery-Ross ito provide policies and procedures for Theraplant's employees. Dr. Coleman is an expert in both research and pharmaceutical development, having spent almost a decade working for biotech companies and in the health care practice of PriceWaterhouseCoopers. He is the current CEO of Nemucore, a company involved in R&D of effective cancer treatment through the nanoengineering of existing cancer medications. Collectively, Dr. Coleman, Mr. Rafa and Ms. Feighery Ross have decades of expertise in devising strategic and operational policies and procedures, in all areas of pharmaceutical quality control.

# 6. Building Design

Given the resources Theraplant is devoting to creating a world class production facility, it is essential that we rely on a top local team for building design. All construction work will be done by local firms. Our building's renovation architect is MBH Architects, of West Hartford. MBH, founded in 1973, has worked on hundreds of large scale building projects. [See Exhibit A2-5]. Our building's highly specialized mechanical system (necessary to maintain strict environmental and odor control), was designed by Sarracco Mechanical Services of Naugatuck, which brings over 30 years of commercial building experience to our project [Id.]. Our engineering firm, Milone and MacBroom, is a Cheshire CT engineering firm that enjoys an excellent reputation for its technical innovation and award-winning designs. The general contractor/project manager is Carlin Construction. Carlin is a CT- based company with 18+ years of experience in both private and public commercial projects. Examples of Carlin-led projects include: Lawrence & Memorial Hospital's Hyperbaric Wound Center, renovation of the Floriculture Greenhouse at UConn, and a large buildout for Zachry Nuclear Engineering. [Id.]



# Connecticut Department of Consumer Protection Medical Marijuana Producer License Request for Application

# **Exhibits to Section A-2**

# **A2.1 Senator Kane Letter**

- A2.2 Watertown Chief of Police Letter
- A2.3 Watertown Fire Chief Letter
- A2.4 Watertown Economic Dev. Coordinator Letter

A2.5 Carlin Materials



STATE CAPITOL HARTFORD, CONNECTICUT 06106-1591

SENATOR ROBERT J. KANE THIRTY-SECOND DISTRICT

LEGISLATIVE OFFICE BUILDING SUITE 3400 HARTFORD, CONNECTICUT 06106-1591 Capitol: (860) 240-8875 Toll Free: (800) 842-1421 E-mail: Rob.Kane@cga.ct.gov Website: www.SenatorKane.com DEPUTY MINORITY LEADER PRO TEMPORE AND CAUCUS CHAIRMAN FOR POLICY

RANKING MEMBER APPROPRIATIONS COMMITTEE

MEMBER
PUBLIC HEALTH COMMITTEE
REGULATIONS REVIEW COMMITTEE

October 17, 2013

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

Commissioner Rubenstein,

As the state senator representing the Town of Watertown, I have had the opportunity to meet with the principals of Theraplant LLC over the last few months. While the policies governing medical marijuana still give me some pause, Theraplant has been an example of the right way to cultivate this industry. My personal interactions with Theraplant and the town leadership lead me to believe that they are a professional and responsible business committed to producing a safe, secure and uninterrupted supply of this pharmaceutical product.

Additionally, Theraplant's CEO is a disabled individual who is fully committed to giving back to our community and the state. The manufacturing facility will be fully accessible and the company has committed to hire disabled individuals to work in the facility. They are in discussions with the Bureau of Rehabilitation Services to be a training site for the state and have discussed partnering with several of the state's non-profits to help the disability community.

I expect Theraplant to meet or exceed all the requirements in your RFA and when that happens I will feel comfortable in recommending that Theraplant receive one of the three licenses that DCP will award. Due to their strong business model, strict and extensive security procedures, and transparent relationship with both state and local representatives I support Theraplant to do business in my district.

I ask the Department of Consumer Protection to approve their application.

Sincerely,

Deputy Minority Leader Pro Tempore

# DEPARTMENT OF POLICE

# 195 FRENCH STREET WATERTOWN, CT 06795

TELEPHONE #: (860) 945-5200 FAX #: (860) 945-2642

John C. Gavallas Chief of Police

Robert J. Desena Deputy Chief of Police

September 19, 2013

To Whom It May Concern:

Re: Theraplant Company Application

I am writing this letter on behalf of Ethan Ruby, whom has a pending application to open a medical marijuana production facility in the Town of Watertown, Connecticut.

As police chief of Watertown, I have had the opportunity to meet with and discuss with Mr. Ruby and his staff their plans for this facility.

Obviously, my immediate concern is centered around plant security. After meeting with Mr. Ruby personally on two occasions and having several conversations with him regarding this subject, it is apparent to me that the safety of the employees and a well thought out plan for securing the facility, which includes 100 percent video monitoring, is at the forefront of this endeavor.

Through my interaction with Mr. Ruby and his staff, I feel confident in attesting to his good character and sincerity in being totally transparent in all phases of this project with me as well as all other town officials.

I am confident Mr. Ruby will be a great corporate partner with the Watertown community, and I look forward to working closely with him and his staff as this project becomes a reality.

If I can be of any further assistance regarding this matter, please do not hesitate to contact me.

John Gavallas

Chief of Police

JG:pg

cc: Charles Frigon, Town Manager

A State Accredited Law Enforcement Agency



# TOWN OF WATERTOWN

# FIRE DEPARTMENT 935 MAIN STREET WATERTOWN, CONNECTICUT 06795-2998

(860) 945-5220 FAX-(860)-945-5223



October 2, 2013

Ethan Ruby 1265 South Corona Street Denver, CO 80210

To Whom It May Concern,

RE: Theraplant Company proposed Medical Marijuana Production Facility

This letter is to confirm that as a representative of the Watertown Fire Department and Fire Marshal's office I have met with the Ethan Ruby for the purpose of reviewing the possible use of the industrial building located at 856 Echo Lake Rd. in Watertown. The proposed use will be for the production of medical marijuana.

At the time of our meeting the facility and the proposed use appear to meet the requirements of the Connecticut Fire Safety Code. There is an adequate water supply for fire protection, the access to the facility is adequate for the maneuverability of fire apparatus and the building is fully sprinklered and alarmed.

Based on the above, and following approval from the State of Connecticut, I will approve the proposed use of the facility.

Sincerely,

Larry R. Black, Fire Chief & Fire Marshal

Watertown Fire Department



September 13, 2013

To Whom it May Concern

Re: Theraplant Company Application for a Medical Marijuana Production Facility in Watertown CT.

This is a letter of support for the application of the Theraplant Company to open a medical marijuana production facility in the Town of Watertown, Connecticut.

Mr. Ethan Ruby, the Company President and his whole management team requested a series of meetings with various Town of Watertown officials well before he proceeded with a formal application to the Planning and Zoning Commission, in order to make sure he and his company would be welcome in Watertown. After a number of such meetings, on behalf of the Town, I assured him his business will be well regulated not only by the Town but by state regulations, and as such he, his team and his business were welcome in the Town.

In addition, I performed due diligence on Mr. Ruby and his personal and professional history. After a thorough internet search, it became clear that Mr. Ruby was not just a responsible businessman, but a significant contributor to many charitable causes in support of other paraplegics, since Mr Ruby is himself a paraplegic and confined to a wheelchair.

Above and beyond his stellar personal background, Mr. Ruby and his team have proven themselves to be competent and ethical business people. They have eagerly and willingly met with all Town regulators and elected officials, filed all paperwork on time without complaint, met personally before our Planning and Zoning Commission as well as our Economic Development Commission. They were eager to have public forums in which possibly concerned citizens could voice their opposition. To date, only three

citizens have expressed concerns to me, which is highly unusual for the Town of Watertown, where citizens frequently turn out in large numbers to voice their opinions.

Mr. Ruby has indicated that he and his team plan to relocate their personal families and homes in the Watertown community, showing personal support for the longevity and permanence of their proposed business.

Theraplant has an option to purchase an approximately 64,000sf former industrial paint factory in our business park pending the approval of their application. My research indicates that a smaller sized building would probably not be able to meet the stringent standards of the Department of Consumer affairs' regulations for such a facility. The neighboring companies in the Business Park have welcomed the addition of the company.

Mr. Ruby has already spent several hundreds of thousands of dollars on building plans for the proposed facility, security plans for the facility, and has voluntarily met with our Police Chief and Fire Chief on several occasions to get their approval of the fire and security plans for the facility. Both Chiefs are pleased and satisfied with Theraplants's response to their questions.

In short, the Town of Watertown and the Economic Development Commission wholeheartedly welcomes and supports the application of Theraplant Company to build a medical marijuana growing facility and become an active member of the Watertown business community.

Sincerely,

Joseph Seacrist

Economic Development Coordinator Town Hall Annex, 424 Main Street

besent t- Secunt

Watertown CT 06795

(860) 945-4858

e-mail: Seacrist@watertownct.org

CC: Charles Frigon, Town Manager
Joseph McGrail, Chairman Watertown Economic Development Commission

# Qualification Package

For:

Theraplant, LLC

Submitted by:



Five Shaw's Cove, Suite 103, New London, CT 06320 P: 860-444-2567 F: 860-447-8705



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- 6. Certificates of Insurance

Theraplant, LLC 856 Echo Lake Rd. Watertown, CT 06475



CARLIN CONSTRUCTION COMPANY, LLC was founded in 1995 in Waterford, Connecticut as a design / build general contractor and construction manager. The company relocated to its present address in New London in September of 1999. The principals of the company previously were employed at Carlin Contracting Company Inc. of Waterford, Connecticut. Carlin Contracting Company was founded in 1975 and competes today in mainly the water treatment and wastewater treatment facility construction.

CARLIN CONSTRUCTION COMPANY, LLC is a merit shop, design / build firm which competes for both hard bid projects and negotiated projects. Since our inception, we have provided our services for a wide range of customers and building types. We have performed work in the role of a traditional general contractor, design / build general contractor and construction manager. Our projects have included new construction, renovations, and the expansion of existing facilities as well as demolition. We have completed both public and private projects for educational facilities, emergency services, banking facilities, warehouses, corporate headquarters, distribution centers, church buildings, medical buildings, administrative office buildings, manufacturing facilities, hotels, exhibit space and retail operations. By skillfully managing the design and construction process we are able to control costs on projects. Carlin has built a solid reputation for competence and professionalism.

As a family owned company, CARLIN CONSTRUCTION COMPANY, LLC recognizes the importance of social responsibility. We try to be active leaders in our community and supportive of local charities and organizations. Our family is supportive of several of our neighboring non-profit organizations such as Lawrence and Memorial Hospital, Visiting Nurses Association of SECT, Child & Family Agency of SECT, Horizons, The Children's Museum of Southeastern Connecticut, Big Brothers Big Sisters of SECT, Saint John's School, Mystic Aquarium and Mitchell College as well as others.

CARLIN CONSTRUCTION COMPANY, LLC has substantial bonding capacity, capable of handling assignments from modest renovations to large-scale new construction projects. Our personnel are knowledgeable and have integrity, coupled with experience and concern for the lasting value of their efforts.

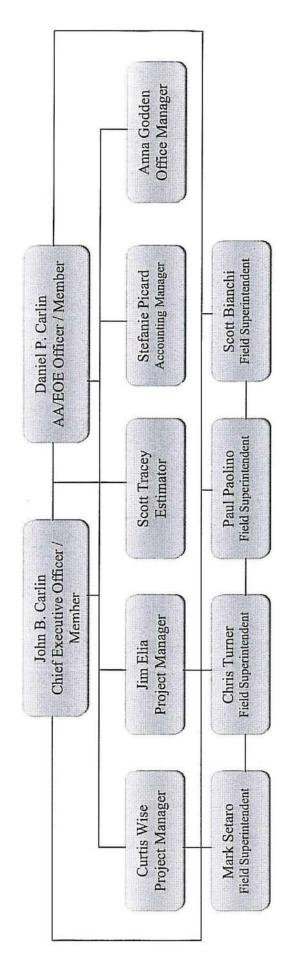
CARLIN CONSTRUCTION COMPANY, LLC prides itself on meeting strict schedules and budgets. Our professional managers and field personnel work with select subcontractors as a tightly integrated team, ensuring that each project proceeds efficiently from start to finish. Our success is dependent upon the professionalism of our staff and their dedication to the continual growth and expansion of our company's reputation in the marketplace.

Carlin Construction Company, LLC • 5 Shaw's Cove, Suite 103 • New London, CT 06320 • P: 860-444-2567 • F: 860-447-8705 www.carlinconstruction.com

Affirmative Action /Equal Opportunity Employer



# **ORGANIZATION ANALYSIS**



5 Shaw's Cove, Suite 103, New London, CT 06320 P: 860-444-2567 F: 860-447-8705 www.carlinconstruction.com



Affirmative Action / Equal Opportunity Employer

	During the construction site visits he is able to monitor and ensure the	project are completed timely, with attention paid to quality, detail and budget. As Safety Director for our firm, theses Jobsite visits serves	also as an opportunity to inspect for and control safety on our projects.	His diversified experience include: Sitework, New Building	Facilities, Bridge Construction, Laboratory and Institutional projects, as well as conventional construction.	0	<ul> <li>Renovations at waterfall shopping Plaza for Designer shoe</li> <li>Warehouse and Five Below Tenants</li> </ul>	<ul> <li>Design / Build Interior Fit Out for Zachry Nuclear Engineering — Stonington, CT</li> </ul>	<ul> <li>Landlord Renovations to existing building for Shermen Group —</li> </ul>	Storington, C.	<ul> <li>Design / Build of New Facility for North Stonington Bible Church – North Stonington, CT.</li> </ul>	University of Connecticut Jorgensen Auditorium Seating	Replacement project in Storrs, CT.	<ul> <li>Warehouse Distribution Center in Perryman, Maryland.</li> </ul>	<ul> <li>Bob's Discount Furniture Fit Out projects:</li> </ul>	Yonkers, NY Abredeen, MD Flushing, NY Hyattsville, MD New York, NY Poughkeepsie, NY East Lyme, CT Carle Place, NY Bellingham, MA	<ul> <li>Clarke Center Renovations at Mitchell College – New London, CT.</li> </ul>
Brief resume of key person of Carlin Construction Company LLC	a. Name & Title:	Daniel P. Carlin - Principal	b. Project Assignment: Principal-in-Charge / Estimator	Number of years in supervisory capacity: 24	c. Name of Firm with which associated: Carlin Construction Company LLC	d. Years experience: With This Firm 17 With Other Firms 14	e. Education: Degree(s)/Year/Specialization	Syracuse University, Syracuse, New York 1980-1982	f. Active Registration: Year First Registered/Discipline	Unrestricted Massachusetts Construction Supervisors License		<ul> <li>g. Other Experience and Qualifications relevant to the proposed project:</li> </ul>	Prior to his current position at Carlin Construction Company Mr. Carlin served as Executive Vice President of Carlin Contracting	Company, Inc. of Waterford, CT. While at Carlin Contracting, Mr. Carlin had previously served as a Field Engineer. Superintendent.	Project Manager and Chief Estimator.	As Carlin Construction's Director of Operations, Mr. Carlin keeps track of all aspects of our projects. This includes; pre-construction estimating, design and development work, overseeing the administration of projects and superintendents, qualification and selection of subcontractors.	On our Design/Build projects, Mr. Carlin is responsible for design phase reviews, constructability reviews and value engineering.

# Brief resume of key person of Carlin Construction Company LLC

- Duquès Academic Success Center at Mitchell College- New London, CT
- Hospice of SECT Design / Build of 8, 500 sq ft administrative facility – Norwich, CT.
- Rings End Lumber Design / Build of 41,000 sq ft retail facility Branford, CT.
- Bethany Volunteer Fire Department Design / Build of 17,200 sq ft Fire Station – Bethany, CT.
- St. Mary's Mother of the Redeemer Church Design / Build of 12,950 sq ft Parrish Facility - Groton, CT.
- Bob's Discount Furniture Design / Build of 41,000 sq ft retail facility
   East Lyme, CT.
- ABCO Welding & Industrial Supply Design / Build of Administrative Office Building & Production building Renovations - Waterford, CT.
- Military Fire Station, East Lyme, CT Design / Build of Fire Station for the Stones Ranch Military Reservation.
- Main Street School Renovations Old Saybrook, CT Recently
  Completed this \$5.8 million renovation and addition project
  provides a New Town Hall and Parks and Recreation Center for the
  Town.
- New Barracks Project at Camp Rowland \$ 2.9 million construction project that provided new living quarters for 52 members of the CT National Guard.
- Ethan Allen 22,000 sq ft renovation Milford, CT.
- Collision Center Design/Build project for an 8,000 square foot automobile collision center in Mystic, CT.
- VNA of Southeastern CT- Design/Build project for a 16,000 new office building for the VNA in Waterford, CT.
- White Building & Dairy Bar 30,000 sq ft renovation of lab and classroom space, offices and retail facility of UCONN Storrs, CT.

- Kinamore Plastics –Design/Build project for a new 22,000 sq ft manufacturing facility located in Cheshire, CT.
- New Freightliner Truck Dealership Design/Build CM for a new 17,500 square foot truck dealership including a showroom, office space, café and gift shop located in East Hartford, CT.
- New Eye Surgery Center Construction of a new 7,000 square foot building in Waterford, CT. This was the first of three facilities we have built for this client.
- Fleet Operations Building This \$ 1.7 million DPW project provided for the addition and renovations to an existing facility in Norwich. New vehicle maintenance areas and office space were part of this project.
- Institute for Exploration at Mystic Aquarium Several projects including; New IFE office for Dr. Robert Ballard, design and build of new administrative offices, renovation of miscellaneous tanks and the construction of a new outdoor restaurant.
- Teresa Mulvey Municipal Center A \$4.5 million renovation and addition to a former school building into a Municipal Center for the Town of Westbrook, CT.
- Salem Stone Design/Build project for granite counter manufacturing facility in Waterford, CT. This 5,000 square foot facility was designed to allow for the doubling of its size on the site.
- Quinebaug Hatchery 13,000 sq ft building for State Fish Hatchery as well as 50 1,000 gallon outdoor rearing tasks and associated piping.
- Edgartown WWTP \$ 9,000,000 expansion of Waste Water Treatment Facility of Martha's Vineyard, MA, including 10,000 sq ft wood frame building.
- UCONN WWTF \$11,000,000 expansion of Waste Water Treatment Facility - Storrs, CT.
- Classroom Support Building at Camp Rowland This \$1.6 million project was recently completed in Niantic, CT. The single story, brick veneer building containing a meeting hall and support facility for the Connecticut National Guard.

Brief resume of key person of Carlin Construction Company LLC	<ul> <li>Yost Manufacturing – Design / Build project consisting of a 6,500 square foot, 2 story addition to an existing manufacturing facility in Waterford, CT.</li> </ul>	<ul> <li>Lakes Pond Baptist School – Design/ Build a 11,000 square foot school building in Waterford, CT.</li> </ul>	<ul> <li>New Distribution Center – Design/Build a 17,500 square foot office building/distribution center for Precision Sales located in Marlborough, CT.</li> </ul>	<ul> <li>Office &amp; Distribution Center – Design/Build 48,000 square foot office and distribution center for USI., Inc. in Madison, CT</li> </ul>				

	Responsible for design phase reviews, constructability reviews, construction cost estimating and project scheduling.	As a principal of our firm, he stays with projects from concept to completion, always insuring that the end product meets all of our	Clients expectations.	Below please find a sampling of some of projects which Mr. Carlin has	9	<ul> <li>Kenovations at waterial propping Plaza for Designer price</li> <li>Warehouse and Five Below Tenants</li> </ul>	<ul> <li>Design / Build Interior Fit Out for Zachry Nuclear Engineering — Stonington CT</li> </ul>	Landlord Renovations to existing building for Shermen Group —	<ul> <li>Stonington, C.I.</li> <li>Design / Build of New Facility for North Stonington Bible Church — North Stonington, CT.</li> </ul>	<ul> <li>University of Connecticut Jorgensen Auditorium Seating Replacement project in Storrs, CT.</li> </ul>	<ul> <li>Warehouse Distribution Center in Perryman, Maryland.</li> </ul>	<ul> <li>Bob's Discount Furniture Fit Out projects:</li> </ul>	Yonkers, NY Abredeen, MD Flushing, NY Hyattsville, MD New York, NY Poughkeepsie, NY East Lyme, CT Carle Place, NY Bellingham, MA	<ul> <li>Clarke Center Renovations at Mitchell College – New London, CT</li> </ul>	<ul> <li>Duquès Academic Success Center at Mitchell College- New London, CT</li> </ul>
Brief resume of key person of Carlin Construction Company LLC	a. Name & Title: John B. Carlin -Principal	b. Project Assignment: Principal in Charge / Relationship Manager	Number of years in supervisory capacity: 20	c. Name of Firm with which associated:	Carlin Construction Company LLC	d. Years experience: With This Firm 17 With Other Firms 5	e. Education: Degree(s)/Year/Specialization	Assumption College, Worcester, Massachusetts B.A. Business Management – Cum Laude	f. Active Registration: Year First Registered/Discipline	g. Other Experience and Qualifications relevant to the proposed project:	Prior to his current position, Mr. Carlin has worked as a laborer,	Scheduler, Project Manager and Estimator with Carlin Contracting Company Inc.	As a principal in our company, Mr. Carlin is involved in all facets of the company including business development, marketing, financial management, contract negotiations and client relations. Mr. Carlin is a member of Chamber of Commerce of Eastern Connecticut and contractly serves as a member of the Roard of Directors of the VNA	of Southeastern Connecticut and a Corporator of Lawrence &	Mr. Carlin has extensive experience in Design/Build projects. Mr. Carlin often works with our clients at the early stages of project development. He is experienced in Town approval processes, conceptual design, site planning and cost estimating.

# Brief resume of key person of Carlin Construction Company LLC

- Sound Medical Associates Interior fit-out for new medical facility Ledyard, CT.
- New Administrative Offices and Production Building Renovation at Airgas Waterford, CT
- Hospice of SECT Design / Build of 8, 500 sq ft Administrative facility – Norwich, CT.
- Rings End Lumber Design / Build of 41,000 sq ft retail facility Branford, CT.
- Bethany Volunteer Fire Department Design / Build of 17,200 sq ft Fire Station – Bethany, CT.
- St. Mary's Mother of the Redeemer Church Design / Build of, New 12,950 sq ft Parrish Facility - Groton, CT.
- Bob's Discount Furniture Design / Build of multiple of locations in CT, NY, MA and Maryland.
- VNA of Southeastern Connecticut Design / Build of New 16,000 sq ft Office building in Waterford, CT.
- Space-Craft Manufacturing- New 8,600 sq ft Manufacturing Facility New Haven, CT.
- New Manufacturing Facility Design / Build of 5,000 square foot granite counter top production facility located in Waterford, CT.

Lakes Pond Baptist School – Design / Build of 11,000 square foot facility - located in Waterford, CT.

- New Collision Center Design / Build of 8,000 square foot auto body facility with paint booths in Mystic, CT.
- Façade Renovations at Falvey's Motors Design / Build of Upgraded store front systems for an existing car dealership in Norwich.

 Reconfiguration & Renovation of Randall's Wharf – Improvements to old trolley barn into 3,000 square foot luxury condominiums unit.

- Connecticut College Library Renovations Renovation of existing library to create the new Charles Chu Asian Art Reading Room.
- Freightliner of Hartford Design / Build of 17,000 Square Foot Truck Dealership – East Hartford, CT.
- Ethan Allen New 12,000 square foot store Clinton, CT.
- USI Design/Build of 48,000 Square Foot Corporate Center Madison, CT

Brief resume of key person of Carlin Construction Company LLC	
a. Name & Title:	
Curtis R. Wise – Project Manager	Currently, Mr. Wise is currently serving as project manager for the
b. Project Assignment: Project Manager / Estimator	Harley-Davidson Dealership in New London, CT.
Number of years in supervisory capacity: 30	The following are some notable projects that Mr. Wise has been
c. Name of Firm with which associated:	3
Carlin Construction Company LLC	<ul> <li>Shippee Hall Renovations at the University of Connecticut in Storrs, CT.</li> </ul>
d. Years experience: With This Firm 14 With Other Firms 24	Renovation / Restoration of Isaac School Gymnasium in New
e. Education: Degree(s)/Year/Specialization	Eit out for Bob's Discount Furniture in Waldorf MD
	<ul> <li>Fit out for Bob's Discount Furniture in Brooklyn, NY</li> </ul>
f. Active Registration: Year First Registered/Discipline	<ul> <li>Floriculture Greenhouse &amp; Classroom Addition at the University of</li> </ul>
OSHA 10-hour Training	Connecticut – Storrs, CT.
	Bio-Behavioral Complex Renovations at the University of
a. Other Experience and Qualifications relevant to the proposed project:	Connecticut in Storrs, C.I.
	<ul> <li>Renovations at Waterfall Shopping Plaza for Designer Shoe Warehouse and Five Below Tenants</li> </ul>
Mr. Wise has a broad range of construction experience. Prior to his current position Mr. Wise has worked as Project Manager with Konover Construction Company and as Vice President with	<ul> <li>Design / Build Interior Fit Out for Zachry Nuclear Engineering — Stonington, CT</li> </ul>
single projects ranging in size up to \$ 10 Million.	<ul> <li>Landlord Renovations to existing building for Shermen Group – Stonington, CT</li> </ul>
Build projects begins at the very early stages. Mr. Wise works closely with the Owner and designer to review feasibility,	<ul> <li>University of Connecticut Jorgensen Auditorium Seating Replacement project in Storrs, CT.</li> </ul>
constructability, construction badgets and on-going value engineering.	<ul> <li>Warehouse Distribution Center in Perryman, Maryland.</li> </ul>

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Bob's Discount Furniture Fit Out projects:

New York, NY Yonkers, NY Flushing, NY

Poughkeepsie, NY Hyattsville, MD Abredeen, MD

> Bellingham, MA East Lyme, CT

Carle Place, NY Waldorf, MD

- Clarke Center Renovations at Mitchell College New London,
- Duquès Academic Success Center at Mitchell College- New London, CT
- New Administrative Offices and Production Building Renovation at Airgas formerly known as ABCO Welding & Industrial Supply Waterford, CT
- Design / Build of New Headquarters for Bethany Volunteer Fire Dept. - Bethany, CT
- Design / Build of a Facility for Rings End Lumber Branford, CT
- Design / Build of Stones Ranch Military Reservation Fire Station East Lyme, CT
- Framingham Fire Headquarters Construction of a new 5-Bay firehouse in Framingham, Massachusetts
- Main Street School Renovations- A \$ 5.3 million renovation and expansion of a former school into a New Town Hall and Parks & Recreation facility for the Town of Old Saybrook
- Teresa Mulvey Municipal Center A \$ 4.5 million renovation and expansion of a former school into a new Municipal complex
- IFE Offices at Mystic Aquarium The construction of a new 2story office building to house Dr. Robert Ballard's staff
- New Collision Center Design/Build a new 8,000 square foot auto-collision center

- Milford Eye Center Renovation of 6,500 square foot building into a new eye surgery center located in Milford, CT
- 3 Visiting Nurses Association – Design/Build a new 16,000 sf, story office building in Waterford, CT
- Camp Rowland Barracks The \$ 2.8 million construction of 52 room barracks facility at Camp Rowland in Niantic
- Eye Surgery Center A \$ 1.7 million construction of new eye surgery center in Waterford, CT
- Lakes Pond Baptist School Design/Build of 11,000 sf stand alone school building in Waterford, CT
- Norwich State Hospital AC & V Renovations Norwich, CT Mystic River Homes Congregate Housing – Mystic, CT
- Franklin Elementary School Franklin, CT
- Norwichtown Mall Super Stop & Shop major mall renovations and additions – Norwich, CT

Brief resume of key person of Carlin Construction Company LLC		
a. Name & Title:		hla arajanda that Mar T T
Christopher J. Turner - Superintendent	Shippo Loll Box	Delow are some notable projects that Mr. Turner has supervised:
b. Project Assignment: Superintendent	Snippee nall Ken CT.	Shippee hali Kenovations for the University of Connecticut in Storrs, CT.
Number of years in Supervisory Capacity: 17	State of Connection	State of Connecticut Agriculture Experiment Station in Griswold, CT.
c. Name of Firm with which associated:	Lawrence & Mem	Lawrence & Memorial Hospital Imaging Center in Waterford, CT.
Carlin Construction Company LLC	Design / Build of N	Design / Build of New London Transfer Station in New London, CT.
d. Years experience: With This Firm 9 With Other Firms 15	Lawrence & Mem	Lawrence & Memorial Hospital Wound Care Center in Waterford, CT.
e. Education: Degree(s)/Year/Specialization	Interior Fit out of S	Interior Fit out of Social Security Administration Offices – New
OSHA 10-hour Training	Duquès Academic	Duquès Academic Success Center at Mitchell College in New London,
f. Active Registration: Year First Registered/Discipline	CT.	
	New Gold Coast	New Gold Coast Pulmonary & Sieep Associates – New London, CT.
	New Outpatient F	New Outpatient Facility - Lawrence & Memorial Hospital - Waterford,
g. Other Experience and Qualifications relevant to the proposed project:		
Mr. Turner has over 20 years experience in the construction industry	Clarke Center Re	Clarke Center Renovations at Mitchell College - New London, CT.
in which most of those years were in Supervisory capacity. Responsibilities ranging from coordination of in house employees and subcontractors, buy-out of subcontractors, scheduling and	Design / Build of New Church – Groton, CT.	Design / Build of New Parrish for St. Mary, Mother of the Redeemer Church – Groton, CT.
quality assurance and safety have fallen under his direction.	Design / Build Ad	Design / Build Addition to Hauser Chocolates – Westerly, RI.
As our representative, Mr. Turner is responsible for daily on-site project coordination, scheduling, quality management and safety.	Virtual Theater, C Addition at the My	Virtual Theater, Climbing Wall, Production Studio and the North End Addition at the Mystic Aquarium – Mystic, CT.
Currently, Mr. Turner is currently serving as superintendent at the New Dining Hall for Horizons in South Windham, CT.	Orthopedic Surge	Orthopedic Surgery Center – Rocky Hill, CT.
	Design / Build of ( CT.	Design / Build of Coca-Cola Bottling Roof Installation – New London, CT.
	Design / Build of I	Design / Build of Durant Firehouse Expansion – New London, CT.
	Accessing to a second s	

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Brief resume of key person of Carlin Construction Company LLC	<ul> <li>Design / Build of Great Harvest Bread Company – Groton, CT.</li> </ul>	<ul> <li>Fuel Tank Farm – Pratt &amp; Whitney, Middletown, CT.</li> </ul>	<ul> <li>Hebron Elementary School Additions and alterations.</li> </ul>	<ul> <li>Foxwoods Casino- Child Development Center and Video Bingo Arcade.</li> </ul>	<ul> <li>Foxwoods Casino Phase 7A renovation.</li> </ul>	<ul> <li>Foxwoods Casino Collective Projects.</li> </ul>	<ul> <li>Newport Naval Hospital Parking Facility.</li> </ul>	<ul> <li>Norwich Day Treatment Center.</li> </ul>	<ul> <li>Central Fire Station, Coventry, CT.</li> </ul>	<ul> <li>Tolland High School additions and alterations.</li> </ul>	<ul> <li>Southington Parks and Recreation Building.</li> </ul>	<ul> <li>Eastern Connecticut State University Baseball Complex.</li> </ul>	<ul> <li>West Harfford D. P. U. Maintenance Facility</li> </ul>	<ul> <li>West End Fire Station Cromwell, CT.</li> </ul>	<ul> <li>Valley Regional High School additions and alterations.</li> </ul>	<ul> <li>Quinebaug Valley College additions and alterations.</li> </ul>	<ul> <li>Willard Elementary School additions and alterations.</li> </ul>	<ul> <li>Essex Meadows Convalescent Home.</li> </ul>	<ul> <li>Liquid Carbonic Truck Wash</li> </ul>	

Brief resume of key person of Carlin Construction Company LLC		
a. Name & Title:		
James W. Elia – Project Manager	Currently, Mr. Elia is serving as project manager on the following	7
b. Project Assignment: Project Manager / Estimator	projects: Design build Simulation Center project at Camp Niantic and the Re-roofing of several Buildings at Dominion Nuclear CT.	and
Number of years in supervisory capacity: 14	Below are some notable projects that Mr. Elia has been involved in:	in:
c. Name of Firm with which associated:	Renovations at Pawcatuck Farms for a Lawrence & Memorial	
Carlin Construction Company LLC		
d. Years experience: With This Firm 7 With Other Firms 18	New racility for Sprigs & Twigs Inc Facility.	
e. Education: Degree(s)/Year/Specialization	<ul> <li>State of Connecticut Agriculture Experiment Station in Griswold, CT.</li> </ul>	, old,
Business Administration / New Hampshire Vocational Technical College – Associates in Applied Science	<ul> <li>Interior fit out for Airgas in Hingham, MA.</li> </ul>	
f. Active Registration: Year First Registered/Discipline	<ul> <li>Lawrence &amp; Memorial Hospital Crossroads Imaging Center Waterford, CT.</li> </ul>	
	<ul> <li>Ocean Exploration Center, 4D Theater and Titanic for Mystic Aquarium – Mystic, CT.</li> </ul>	
g. Other Experience and Qualifications relevant to the proposed project:	<ul> <li>Renovations for Americas Styrenics – Gales Ferry, CT.</li> </ul>	
Mr. Elia offers a broad range of construction experience. Prior to his	<ul> <li>Design / Build of The Field Services Building for East Lyme, CT.</li> </ul>	CT.
current position Mr. Elia worked as a Project Superintendent and then Project Manager with Wolman Construction.	<ul> <li>Lawrence &amp; Memorial Hospital Wound Care Center – Waterford, CT.</li> </ul>	ord,
Mr. Elia's responsibilities include management of projects from start to finish. Soliciting bids and sub contractor negotiations, project scheduling submittal review and process, oversight of the Project	<ul> <li>New Warehouse &amp; Renovation to Americas Styrenics Building 21         <ul> <li>Gales Ferry, CT.</li> </ul> </li> </ul>	g 21
Superintendent and safety all fall under Mr. Elia's responsibilities.	<ul> <li>New Design / Build of Church &amp; Assembly Building for North Stonington Bible Church in North Stonington, CT.</li> </ul>	
As a project manager, Mr. Elia is also responsible for documentation, record keeping, correspondence and point of contact for our Clients.	Design / Build of New London Transfer Station in New London, CT.	'n,
	<ul> <li>Elevator Installation at Water Street Parking Garage – New London, CT.</li> </ul>	
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# Brief resume of key person of Carlin Construction Company LLC

- Nautilus Theater for Mystic Aquarium Mystic, CT.
- Design / Build Renovations for a New Warehouse for F & F Distributors New London, CT.
- Mitchell College Yarnall Hall Code Compliance New London, CT.
- Backus Hospital Chelsea Clinic Renovations Norwich, CT.
- Fit-out for Social Security Offices New London, CT.
- Gold Coast Pulmonary & Sleep Associates Renovations New London, CT.
- Design / Build of Renovations at St. Mary's Star of the Sea Church New London, CT.
- Controlled Humidity Preservation Unit at CTARNG Southington, CT.
- New Outpatient Facility for Lawrence & Memorial Hospital Waterford, CT.
- Renovations to The Garde Arts Center New London, CT.
- Design / Build of New facility for Norwich Financial Norwich, CT.
- Renovations to People's United Bank Orange, CT.
- Renovations to Bldg # 532 At Millstone/Dominion Nuclear Waterford, CT.
- Sandblast Facility for Dominion Nuclear CT Waterford, CT.
- New Facility for Sound Medical Associates in Ledyard, CT.
- Design / Build of New Facility for Hospice of Southeastern CT Norwich, CT.
- New Facility for People's United Bank Milford, CT.

- Design / Build of New Parish for St. Mary, Mother of the Redeemer Church – Groton, CT.
- New Storage Facility for Lawrence & Memorial Hospital Waterford, CT.
- Design / Build of New Addition to Hauser Chocolates in Westerly, RI.
- Design / Build of Re-Roof Project of Dominion Nuclear in Waterford, CT.
- Main Building Addition to Mystic Aquarium Mystic, CT.
- Virtual Theater, Climbing Wall and Production Studio at Mystic Aquarium – Mystic, CT.
- Design / Build of Great Harvest Bread Company Groton, CT.
- US Coast Guard Academy Alumni Center, New London, CT.
  - Saint Clements Castle, Portland, CT.
- Courtyard Marriott conversion Cromwell, CT.
- Courtyard Marriott New Construction Warwick, RI.
- Multiple High End Homes.
- Courtyard Marriott New Construction Norwich, CT.
- Marriott Residence Inn Mystic, CT.

Brief resume of key person of Carlin Construction Company LLC	S
a. Name & Title:	
Scott J. Tracey - Small Projects Project Manager / Estimator	Below are some notable projects that Mr. Tracey has been involved
	<ul> <li>State of Connecticut Agriculture Experiment Station in Griswold,</li> </ul>
Number of years in supervisory capacity: 4	CT. Isaac School Benovations – New London CT
c. Name of Firm with which associated: Carlin Construction Company LLC	<ul> <li>Mystic Aquarium Research Center- Mystic, CT.</li> <li>Horizons Commons Facility – South Windham, CT.</li> <li>Shippee Hall Renovations at University of Connecticut – Storrs,</li> </ul>
d. Years experience: With This Firm 7 With Other Firms 6	Dominion Nuclear Re-Roofing Buildings project – Waterford, CT.
e. Education: Degree(s)/Year/Specialization Associate in Science Degree, Civil Engineering Technology Currently pursuing a Bachelors of Science Degree at Central Connecticut State University – OSHA 10 Hour	<ul> <li>Wound Care Center for L &amp; M Facility – Waterford, C I</li> <li>Crossroads Imaging Center for L &amp; M Hospital – Waterford, CT.</li> <li>Simulation Center at Camp Niantic – East Lyme, CT.</li> <li>Fitout for Bob's Discount Furniture – Brooklyn, NY</li> <li>Renovations for Zachry Nuclear Engineering – Stonington, CT.</li> </ul>
f. Active Registration: Year First Registered/Discipline	<ul> <li>University of Connecticut Floriculture Greenhouse – Storfs, C1.</li> <li>Warehouse Distribution Center in Perryman, Maryland.</li> </ul>
State of Massachusetts Construction Supervisor License	Replacement project in Storrs, CT.  Bob's Discount Furniture Interior Fit Out – Flushing, NY.
g. Other Experience and Qualifications relevant to the proposed project:	<ul> <li>Bob's Discount Furniture Interior Fit Out – Perryman, MD.</li> <li>Bob's Discount Furniture Interior Fit Out – Carle Place, NY.</li> <li>Bob's Discount Furniture Interior Fit Out – Poughkeepsie, NY.</li> </ul>
Mr. Tracey has had a broad range of construction experience. Mr. Tracey began his construction career as a civil technician, construction inspector and surveyor for a well-respected firm in Norwich, CT; CLA Engineers, Inc. Mr. Tracey's desire for career growth lead him to accept a position as a project estimator and project manager with a local general contracting firm.	<ul> <li>New London, CT.</li> <li>Outpatient Facility for L &amp; M Hospital – New London, CT.</li> <li>Bob's Discount Furniture in Bellingham, MA.</li> <li>New Facility for Sound Medical Associates in Ledyard, CT.</li> <li>Renovations to People's United Bank – Orange, CT.</li> <li>New Sandblast Facility at Dominion Nuclear – Waterford, CT.</li> </ul>
In his position as a small projects project manager, Mr. Tracey gained valuable experience in conducting material take-offs, estimating and plan review, design-build construction projects,	<ul> <li>Clarke Center Renovations at Mitchell College – New London, C1.</li> <li>Duquès Academic Success Center at Mitchell College – New London, CT.</li> <li>People's United Bank – Milford. CT.</li> </ul>
contract negotiations, interaction with subcontractor and Owners. He has worked with many municipal code officials to secure permits. He is proficient with Primavera Contract management Software and the documentation requirements of larger commercial construction projects.	<ul> <li>New IGA Supermarket – Windham, CT.</li> <li>New State of Connecticut Library – Willimantic, CT.</li> <li>New Ballistics Lab for Lyman Products – Middletown, CT.</li> <li>Addition to Yankee Boat Yard – Portland, CT.</li> <li>Medical Office Renovations at United Technology Research</li> </ul>
	Center – Hartford, CT.

a. Name & Title:	
Scott Bianchi – Small Projects Superintendent	Currently he is serving as Superintendent on the Simulation Center at
<ul><li>b. Project Assignment:</li><li>Assistant Superintendent</li><li>Number of Years in Supervisory Capacity: 12</li></ul>	Camp intentic for the State of Connecticut. Mr. Blanch has experience in working on both public and private Design/Build Projects.  Below are some of Mr. Bianchi's notable projects:
с. Name of Firm with which associated:	Renovations at L & M Hospital Facility at Pawcatuck Farms in
Carlin Construction Company LLC	<ul> <li>Stonington, C.</li> <li>Renovations for the Airgas Inc. Facility in Hingham, MA.</li> </ul>
d. Years experience: With This Firm 12 With Other Firms 6	<ul> <li>Field Services Building for the Town of East Lyme, CT.</li> <li>Shermen Group Renovations in Stonington, CT.</li> </ul>
e. Education: Degree(s)/Year/Specialization	<ul> <li>Water Street Parking Garage Elevator Installation in New London, CT.</li> </ul>
OSHA 10-Hour Training	Design / Build of Distribution /Warehouse Center Renovations in New London, CT.
f. Active Registration: Year First Registered/Discipline	Design / Build or Building Envelope Repairs For Cross Sound     Ferry – New London, CT.     Design / Build Renovation to St. Mary's Star of the Sea Church in
	New London, CT.  • Design / Build of New Facility for Norwich Financial – Norwich,
	Now Sandhlast Eacility at Dominion Nuclear Material OT
g. Other Experience and Qualifications relevant to the proposed project:	New Fit Out for Sound Medical Facility – Ledyard, CT.
	<ul> <li>Design / Build of new Facility for Hospice of SECT – Norwich, CT.</li> <li>Controlled Humidity Preservation Units at Stones Ranch Military</li> </ul>
Mr. Bianchi joined our firm 12 years ago as a tradesman. Mr. Bianchi guickly demonstrated his ability to lead projects and guickly	Reservation – East Lyme, CT.  Renovations of luxury units at Randall's Wharf Condominiums in
rose to the level of Superintendent. In this capacity he is responsible	Mystic, CT.
for on-site interface with Owner's personnel, field supervision, scheduling and quality control.	<ul> <li>New Training Facility for Camp Rell – Niantic, CT.</li> <li>Design / Build of NBC Office Conversion Project Montrillo CT.</li> </ul>
	Salomon Smith Barney Office Renovation & Expansion – Mystic,
As our representative Mr. Bianchi is involved in daily project coordination, scheduling, quality management and safety. He has	<ul> <li>CT.</li> <li>Mystic Aquarium Theatre Renovations – Mystic. CT.</li> </ul>
demonstrated an ability to motivate and lead all members of the	Fleet Operations Center - State of Connecticut Department of
Floject leall.	Public Works – Norwich, C1.     Design / Build of Auto Collision Center / Body Shop – Brustolon
	Automotive Center – Mystic, CT.
	Design / Build of Manufacturing / Warehouse Addition – Yost     Manufacturing – Waterford CT
	Design / Build of Warehouse Addition – Middlesex Supply Co. –
	Middletown, CT.

Brief resume of key person of Carlin Construction Company LLC	C	
a. Name & Title:	Ċ	of the Desired is a principle of the Contract of Miles is a principle of the Contract of the C
Paul T. Paolino - Superintendent	E E	Harley Davidson Dealership in New London, CT.
b. Project Assignment: Superintendent	Bel	Below are some of Mr. Paolino's notable Projects:
Number of years in supervisory capacity: 16	•	ISAAC School Renovations in New London, CT
c. Name of Firm with which associated:	•	University of Connecticut Floriculture Greenhouse project – Storrs,
Carlin Construction Company LLC		
d. Years experience: With This Firm 13 With Other Firms 16	•	Replacement project – Storrs, CT.
e. Education: Degree(s)/Year/Specialization	•	Design / Build Renovations for Zachry Engineering in Stonington,
OSHA 10-hour Training	•	Bob's Discount Furniture Fit Out projects:
f. Active Registration: Year First Registered/Discipline		
New York City Construction Superintendent		New York, NY East Lyme, CT Carle Place, NY Bellingham, MA
g. Other Experience and Qualifications relevant to the proposed project:	•	Design / Build of New Facility for Rings End Lumber – South Salem, NY.
Mr. Paolino has an extensive construction background and has worked on numerous projects throughout Connecticut. His work	•	Design / Build of Headquarters and Renovations to Production Building for Airgas formerly ABCO Welding & Industrial Supply – Waterford, CT.
supervision, scheduling and quality control.	•	Design / Build of New Facility for Rings End Lumber – Branford, CT.
As our representative Mr. Paolino is involved in daily project coordination, scheduling, quality management and safety. Mr. Paolino has demonstrated an ability to motivate and negotiate with all members of the Project Team.	•	Design / Build of Stones Ranch Military Fire Station project in East Lyme, CT.
Mr. Paolino is experienced in working with the Department of Public Works and also on Design/Build projects.	•	Main Street School Renovation- A \$ 5.3 million renovation and expansion of an existing school into a New Town Hall and Park & Rec Center for the Town of Old Saybrook.

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Brief resume of key person of Carlin Construction Company LLC	<ul> <li>Pratt &amp; Whitney –Misc. Projects – East Hartford, CT.</li> <li>Additions to Syntac Coating Products – New Hartford, CT.</li> <li>New Maple Hill Farms – Bloomfield, CT.</li> <li>Excalibur Power Sports – Plainfield, CT.</li> <li>Parksitt, Plunkett &amp; Webster - South Windsor, CT.</li> <li>New M&amp;T Sureshine – East Windsor, CT.</li> </ul>			

Э:	Currently, Mr. Setaro is supervising a fit out for the re-roofing project at Dominion Nuclear Connecticut in Waterford CT	Mr. Setaro has completed projects for health care, the communication	industry, grocery facilities, hotels and public offices.	5	<ul> <li>Fit out for Bob's Discount Furniture - Brooklyn, NY.</li> </ul>									
Brief resume of key person of Carlin Construction Company LLC	a. Name & Title: Mark Setaro	b. Project Assignment: Superintendent	Number of years in supervisory capacity: 20	c. Name of Firm with which associated:	Carlin Construction Company LLC	d. Years experience: With This Firm 1 With Other Firms 19	e. Education: Degree(s)/Year/Specialization	OSHA 10-hour Training, Confined Space Certification, First Aid Certified	f. Active Registration: Year First Registered/Discipline	New York Construction Superintendent	g. Other Experience and Qualifications relevant to the proposed project:	Mr. Setaro has an extensive construction background and has worked on numerous projects throughout the Eastern United States. His work experience includes: on-site interface with Owner personnel, field supervision, scheduling and quality control.	Mr. Setaro is responsible for all on site construction activity project coordination, scheduling, quality management and safety. Mr. Setaro has demonstrated an ability to motivate and work with Architects and all members of the Project Team.	

O		Update and Maintain the Company's Annual State and Federal	Prequalification's and Certifications as a prerequisite to bidding on	projects.	Administer, distribute and follow up on contracts, purchase orders, change orders and insurance/bonding requirements of	subcontractors.	Assist in bidding procedures that include distribution of	construction plans; specifications and addendums.	Prepare necessary documents for Bid submission and Request for Qualifications (Bid Forms, Bid Bonds, Company qualifications) for	both Public and Private Projects.	Assemble Marketing Information and keep marketing information and web site information up to date.	Maintain; assist and negotiate agreements necessary for internal	functions of our office for computer networking; email, software and office equipment, etc.	Contribute to team effort by accomplishing tasks as needed in a timely manner.		Proficient in software programs such as Primavera Contract Management; Adobe and Microsoft Office Systems.	Understands and administers documentation requirements of large commercial construction projects as directed such as	submittals and reports.	
Brief resume of key person of Carlin Construction Company LLC	a. Name & Title:	Anna M. Godden - Office Manager	b. Project Assignment: Office Management & Administrative Assistant	Number of Years in Supervisory Capacity: 11	c. Name of Firm with which associated:	Carlin Construction Company LLC	d. Years experience: With This Firm 11 With Other Firms 2	e. Education: Degree(s)/Year/Specialization	Currently Attending Three Rivers Community College for Accounting	f. Active Registration: Year First Registered/Discipline	State of Connecticut Notary	g. Other Experience and Qualifications relevant to the proposed project:	Miss Godden has been with Carlin Construction for over 11 years as our office Manager and our Administrative Assistant. Miss Godden	is involved in many aspects of all our projects from the brouning process to bringing a project to its completion.	Responsibilities include but are not limited to the following:	Provide Office management of internal day to day functions that include filing, ordering supplies, answering the phones; scheduling	and organization.	Prepare Affirmative Action Plans to the Commission on Human Rights and Opportunities for the State of Connecticut Public	projects.



ARCHITECTURE - INTERIOR DESIGN GREEN DESIGN - HOLISTIC HEALTH

ERIC BELL, ASSOCIATE CARMELO FERLA, ASSOCIATE AGUSTINA LASALA-RUFFO, ASSOCIATE

# FIRM PROFILE

MBH ARCHITECTURE, LLC, founded in 1973 by Michael B. Herlands, has specialized in Healthcare Projects for more than twenty years. In each of our projects, we have endeavored to provide environments that raise the spirit and quality of life for each of its users. MBH is working in 16 different Hospitals in 3 different states.

Historically, our project experience includes over one hundred and thirty six (136) Nursing Homes, over three hundred (300) Hospital Projects, twenty two (22) Assisted Living facilities and thirteen (13) Residential Projects of Multi-Family and Active Adult Living. Several of those projects were unique and addressed the need for a different direction in the care of the elderly. They were driven by their selective programming directions and the desire to provide environments that deemphasized institutional care and encourages a residential community. These projects set the precedent for others to follow:

As a result of our experience in over 400 Healthcare Projects in Connecticut, New York, New Jersey, Maryland, Massachusetts, Rhode Island & Vermont, the Firm has developed an excellent working relationship with the Department of Public Health and Department of Social Services in each of the respective States.

Our firm is very enthusiastic and dedicated to the success of each project placed in our charge. The principals are totally involved in each phase of the project's development. This "hands-on" approach offers a continuity and successful transition for each phase of documentation and construction while providing the client with the "First Team" throughout the project's duration. We have built our reputation on being responsive to our client's needs and take pride in the fact that our design solutions presented are aesthetically pleasing, functional and cost effective.

# PHILOSOPHY

At MBH ARCHITECTURE, we are constantly striving to achieve the delicate balance that exists between satisfying our client's functional needs, and creating aesthetic environments that elevate the human spirit and stimulate the accomplishments of their users.

It is within this context that we have come together as a blend of enthusiastic, dedicated and skilled professionals eager to earn the confidence and respect of each and every client that we serve. This is evident in the fact that the largest body of our work is with repeat clients. Our ability to listen to and interpret our client's needs is a fundamental part of our operating philosophy.

We encourage a team approach to the challenges of architecture and interior design where the client, the chosen

consultants, and the contractor combine with our staff members at MBH ARCHITECTURE, in a common effort to satisfy the needs, the hopes and aspirations of all of those involved.



# ARCHITECTURAL DESIGN SERVICES

Programming & Feasibility Studies
 Project Specifications

Bidding and Negotiations
 Schematic Design

Historic Preservation
 Master Planning

Building Renovations
 Building Analysis

Code & ADA Studies
 Site Analysis

Construction Documentation
 Contract Administration

# INTERIOR DESIGN SERVICES

Program Development
 Prepare Detailed Furniture Plans

Schematic Design & Space Planning
 Budget & Bid Evaluation

Assist with Furniture Selection or Reuse 
• Prepare Finish Schedule & Specifications

Inventory & Furniture Evaluation
 Architectural and Mechanical Coordination

Field Verification
 Construction Administration

# SUSTAINABLE DESIGN & HOLISTIC DESIGN SERVICES

Green Building Design
 Sacred Geometry

Sustainable Environments • Spirit

Economy
 Astrology

Feng Shui
 Shamanism

# LEED ACCREDITED

# PLANETREE



# LEED / Sustainable Design

MBH incorporates a strong consultant base in order to provide a full service approach to sustainable Green Design. This allows us to integrate green strategies into building design, thereby minimizing first costs. Passive solutions such as maximizing building orientation, minimizing building depth, and incorporating day lighting and natural ventilation can have considerable effects on building performance and indoor environmental quality. We incorporate energy-saving and energy-generating systems such as under floor-air, photo-voltaic panels, geothermal wells, and right-sized HVAC equipment when appropriate.

We assemble educated design teams that understand these systems and that must respond not only to constrained operating budgets, but also to their inevitable role as built expressions of our client's culture and values. Our process evaluates every material, system, and space in a building for performance, impact and durability. Responsible use of resources and architectural distinction do not need to be mutually exclusive.

Here are a few of our Collective Energy Services that we can provide:

- Sustainable Design Consultation (LEED CERTIFICATION)
- Improved market performance
- Reduced operating costs
- Strategic Energy Planning
- Peak and Annual Energy Modeling and Analysis
- Facility Energy Audits
- Advanced Energy Conservation Technology Application Analysis
- Cogeneration Analysis and Application
- Energy Code Compliance
- Lifecycle Cost Analysis

MBH began designing sustainable projects long before the LEED rating system was adopted by the U.S. Green Building Council. MBH is committed to providing sustainable/LEED design services for its clients. MBH is a LEED accredited firm and members of the GBC and committee members for CTGBC. MBH has the resources and the tools to help its clients in developing strategies for superior energy management. The guidelines for energy management can help your organization improve its energy and financial performance, while distinguishing itself as an environmental leader.



# ARCHITECTURAL REGISTRATIONS AND CERTIFICATIONS

- State of Connecticut
- State of New York
- State of New Jersey
- State of New Hampshire
- State of Massachusetts
- State of Rhode Island
- State of Vermont
- State of Maryland
- State of Indiana
- State of Virginia
- State of Connecticut Interior Designer
- National Council of Architectural Registration Board
- LEED Accredited

# AFFILIATED ORGANIZATIONS

•	AIA	American Institute of Architects
•	CSA	Connecticut Society of Architects
•	USGBC	United States Green Building Council
•	CTGBC	Connecticut Green Building Council
•	CHHA	Connecticut Holistic Health Association
•	CALA	Connecticut Assisted Living Association
	CANPHA	Connecticut Association of Not-For-Profit for the Aging
•	NEHES	New England Healthcare Engineers' Society, Inc.
	PLANETREE	



# REFERENCES

- Mr. Bimal Patel
   V.P. Support Services
  - Hartford Hospital 80 Seymour Street PO Box 5037 Hartford, CT 06102 (860) 545-1380
- Mr. Kerry Kerr

Director Engineering Dept. Hartford Hospital P.O. Box 5037 80 Seymour Street Hartford, CT 06102-5037 (860) 545-3745

Mr. J. Bryan Simmons

Strategy & Facilities Dev. Advisor (Formerly V/P Of Planning for Hartford Hospital) 49 Baldwin Hill Road P.O. Box 185 Litchfield, Connecticut 06759 (860) 305-7176

Mr. Irving Moy

State of Connecticut Dept. of Public Health Services, Manager Hartford, CT 06107 (203) 294-1470

Mr. John Horstman, Adm

Geer Nursing & Rehabilitation Ctr. 99 South Canaan Road Canaan, CT 06018 (860) 824-5137

Mr. John Sterry

Western CT Healthcare Network Danbury Hospital 24 Hospital Ave Danbury, CT 06810 (203) 739-7859 Mr. Bob Palumberi

Director, Facilities Mgmt Midstate Medical Center 435 Lewis Avenue Meriden, CT 06451 (203) 694-8219

Mr. Monty Aheart

Community Renewal Team (CRT) 555 Windsor Street Hartford, CT 06120 (860) 280-0100

Mr. Joe Lagana

National Healthcare Center 745 Main Street East Hartford, CT 06108 (860) 336-7016

Mr. Calvin Moffie

56 Clearview Drive Wallingford, CT 06492 (203) 738-9308

Mr. Sheldon Bustow

Hospital for Special Care 2150 Corbin Avenue New Britain, CT 06053 (860) 827-4797

Mr. Tony Grasso

Yale New Haven Hospital St Raphaels Campus 1450 Chapel Street New Haven, CT 06511 (203) 789-4026



1042 HURRICANE ROAD MASON, NH 03048 PHONE: 603 878 1726 FAX: 440 325 5836

# Company Overview

H2DC has developed an expert project engineering team with years of diverse technology and construction design experience. Our prime objective is adhering to client demands and critical timelines with agility, through each phase of the project life cycle.

A project manager is assigned according to their unique ability as related to the project scope and designated as a single point of contact for each project. This develops a coherent, trusted business relationship with our clients.

The establishment of trigger points allows real time monitoring of strategic outcomes, goals achieved and measurement of specific tasks and activities throughout the project. This awareness streamlines outcomes, increases reliability and provides escalation mechanisms resulting in seamless completion of client projects.

- Single Point of contact on each project, responsible for managing all aspects of project.
- Project liaison between client and H2DC team on all project specific details, SOW, scheduling, reporting and client expectations.
- Establish policy and procedures, rules of engagement, escalation process and installation scheduling with client.
- Works closely with the designated representatives, statement of work, documentation and client's environment, etc.
- Scheduling events and activities in accordance to clients requirement and critical scheduling time lines
- Monitor and maintain project status on a regular basis with client account team, including invoicing and documentation.
- Provide on going project awareness and follow up in accordance with transition lifecycle.

# **Engineering Services**

H2DC's Registered Professional Engineers (PE), Project Management Professionals (PMP) and support staff provide expert solutions and applications throughout the electrical engineering

spectrum. Our ability to establish a professional team environment with our clients delivers projects while exceeding expectations, satisfying financial requirements and meeting critical timelines.

Our engineers provide a variety of services to our clients and many are customized to meet their unique needs. We provide value added design services including feasibility studies, systems studies, existing condition evaluation, peer review, value engineering and construction administration for the following:

- Line Voltage Distribution
- Renewable energy modeling (photovoltaic, wind, geo-thermal)
- Renewable energy design and system integration
- Emergency Generator Systems
- Load Analysis
- Energy Audits
- Uninterruptible Power Systems
- Signal & Control Wiring
- Lightning Protection
- Grounding Systems
- Interior & Exterior Lighting Design
- Fire Alarm Systems
- Lighting Control Systems
- Emergency Systems
- Life Safety Systems
- Environmental assessments (radio frequency analysis for cellular antenna installations)

Working with a diverse range of clientele including Owners, General Contractors, Developers, Regulatory personnel, and Architects, we provide services to the following market segments: Healthcare, Retail, Financial, QSR, Commercial, Industrial, Institutional, and Enterprise Industries.

# Consulting Services

H2DC provides numerous consulting services to assist our clients in optimizing their utilization of technology achieve their business objectives and ultimately implement the best solutions.

Our engineers and technical experts have years of industry experience in their fields, providing valuable insights into the developmental process of technology and electrical projects.

- Structured Cabling Systems
- Technology Deployment Initiatives
- Renewable Energy Systems (PhotoVoltaic, Wind, Solar Hot Water, Geothermal)
- Site Survey / Feasibility Studies
- Power Distribution Systems
- Emergency Power Systems
- · Indoor, Outdoor and Emergency Lighting Systems
- Process and Motor Control Systems
- Construction Administration

# Operation and Maintenance Manuals

We start the consultative process by first defining the objectives, timelines and outcomes of the project. This insures a clear understanding of the process and costs of the project. Allow H2DC to provide our expert vision when planning your next project.



1042 HURRICANE ROAD MASON, NH 03048 PHONE: 603 878 1726 FAX: 440 325 5838

# Past Projects:

H2DC has worked on many diverse projects throughout the years. The following is a small sample of a few Industrial, Medical, Process and Agricultural projects our engineers have worked on;

- · A.J. Letourneau's Worcester, MA
- Donaroma's Nursery Martha's Vineyard, MA
- · Cummin's Northeast Diesel Dedham, MA
- Fluid Solutions Cambridge, MA
- Fluid Solutions Haverhill, MA
- Fluid Solutions Lowell, MA
- Fluid Solutions Westborough, MA
- Wheelabrator Shrewsbury, MA
- Bob's Discount Furniture Distribution Center Aberdeen, MD
- Holliston pediatrics Holliston, MA
- Weston Veterinary Clinic Weston, MA
- Staples Corporation prototype lighting design
- Bob's Discount Furniture prototype lighting design
- Cintas Corporation Sharon, MA
- Staples Distribution center Sharon, MA
- Staples Distribution center Montgomery, NY
- Staples Distribution center Wauregan, CT
- Legal Seafood's processing facility Boston, MA
- Philips/Lifeline Computer Rooms Multiple locations
- Plymouth medical Center Plymouth, MA
- United Rentals Facility Braintree, MA
- Zoots Cleaning Lab Brockton, MA
- Zoots Cleaning Lab New Brunswick, NJ
- Zoots Cleaning Lab Portsmouth, VA
- Zoots Cleaning Lab Wallingford, CT



# Welcome to the family

"We were behind on the project and we turned to Sarracco to help. . . . Well, the team brought us in on time. . . I wish that I went with them from the beginning."

Ross Mezzanotte, KBE

"An outstanding job— our assigned team demonstrated the highest level of professionalism, responsibility and working attitude...They are like vituosos in music ."

Fanya Mayzlina, Resident, Tower East

Why is Sarracco Mechanical Services, Inc. the BEST choice for your Mechanical Installation and Maintenance needs?

You can feel it—the confidence of working with a Service Provider that you can trust. That trust is why hospitals, private & public schools, Business owners and General Contractors choose Sarracco for Installation and Maintenance.

Our HVAC, Plumbing, Electrical, Fire Alarm and Security projects completed throughout Connecticut reflect the integrity of our workmanship, our people and our company. It's reflected in the integrity of your building—providing a higher degree of comfort for you.

Sarracco's priority is to deliver a quality installation to you, with outstanding workmanship, so that you, as owner or contractor, know that the project was done right and will last for years to come.

Experience is also why it feels like family. Our tradesmen and journeymen have an average of 15 years of experience, you won't be surprised on your project with fresh faces showing up every day.

We have the ability to coordinate across multiple trades in a complex environment; we do whatever it takes to get mechanical systems up and running on schedule and within budget.





шшш.sarracco.com

# Sarracco Mechanical Services, Inc.



# About The Company

Sarracco Mechanical Services, Inc. was incorporated in 1975, founded by Thomas Sarracco, an HVAC entrepreneur with a high degree of creativity. He continues to lead and inspire all of us at Sarracco. We have a continuous history of carefully planned growth, serving a select group of customers to whom we feel we can deliver superior technical solutions.

Our modest Naugatuck corporate offices of 10,000 square feet are located in central Connecticut, housing also our project management and finance activities. We have Service branch in Stamford, Connecticut which focuses on the Fairfield and Westchester counties. We occupy a manufacturing facility in Watertown, Connecticut, which is primarily dedicated to sheet metal and ductwork fabrication for our own installations. Our technicians service clients throughout Connecticut, New York, Massachusetts, and New Jersey.

The primary strength of the Company is the breadth and depth of our technical skills, represented by a corps of experienced technicians in the Mechanical/Electrical/Plumbing trades. Every Sarracco production worker is either a licensed Journeyman or a registered Apprentice in a certified training area of expertise. We place a high value on training, and have a licensed Professional Engineer (P.E.) on staff. The average length of employment of our technicians is 10 years.

Sarracco places emphasis on prompt and professional response to our service clients. Service calls are handled by a central operations center, and technicians are electronically dispatched using the latest GPS technology. Our efficiency and buying power result in customer satisfaction at extremely competitive pricing.

Many of our clients also require services beyond a simple service call, and Sarracco performs construction projects spanning from \$4000 to \$4 million. As Sarracco's work frequently span multiple trade disciplines, Project Managers are trained in a matrix reporting environment: responsible for divisional leadership for a single trade, but also functioning as project managers for multiple trades. This aligns a highly organized group of professionals towards unified goals. Support systems ensure that each project is coordinated across multiple trades in a seamless fashion. Major material purchases are coordinated by project management, with support staff arranging for daily shipments. All purchases are made with reputable vendors, using a Purchase Order system electronically linking them to a project. Manpower is scheduled across the divisions for a period of up to 6 months, depending on capacity, timing, and progress of all projects. All projects are formally reviewed weekly in a Construction Meeting. Contract documentation and billing are tailored to the needs of our individual clients. Production reporting can be generated on specific equipment and systems depending on the needs of the client.

Supporting our field strength are business processes providing Sarracco with operating efficiencies superior to our competition. Efficiencies are cultivated whenever possible. By focusing on safety, our worker's compensation rates are at industry minimums. By having highly effective technologies in estimating, engineering, and accounting departments, we provide an environment where information can be shared as rapidly as is needed.

We are so proud of our capabilities, and look for ways to share them with you, our client, in an individualized manner which will benefit both Sarracco and your business, to better build a long-term relationship.

Sarracco Mechanical Services, Inc.

Connecticut

More Reliability

**New York** 

Massachusetts

# Your business is our business

Our approach in the construction phase ensures quality workmanship and efficient, timely construction and installation. You will find all of the on-staff team extremely professional and appropriately sensitive to the decorum expected in any professional or private environment. Our Technical Staff consists of highly respected Journeymen in each of our trades, dedicated to a level of craftsmanship which will enhance your facility in a timeless manner.

Craftsmanship is not only a product, it is an experience. From start to finish, we treat each project with a level of pride and quality that is seldom seen in the industry.

Long after the project is done, Sarracco wants to remain a partner with you as a Service Provider. We are heavily vested in seeing that your project gets done on time, within budget, and according to the intent of the design. We will walk you through each phase of the project, and our in-house Professional Engineer will evaluate solutions and alternatives for practical application into the project. We are experts at what we do, and experts at tailoring individual installations to help you organize and achieve your goals.

Sarracco's hotel and residential facilities:

A pleasant stay for guests depends a great deal on a comfortable environment. Sarracco's hospitality experience

and unmatched comfort, ventilation and plumbing services assure the best possible experience for every guest, as well as efficient operation of the property.



www.sarracco.com

# **Building Trust**

# construction

In addition to our Project Management Staff, everything we do is heavily supported by efficient and swift processes in our offices, manned by administrative professionals.

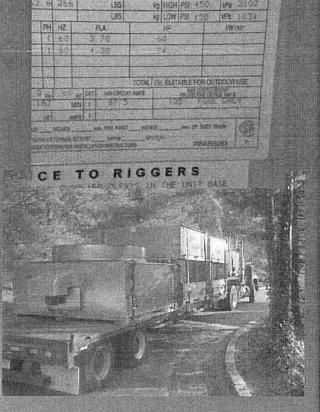
## Administrative Staff

No project can be completed without considerable management of administrative details. Sarracco has an office staff of 25 people, highly efficient and organized, and skilled in the use of all technology which speeds the delivery of services to clients. Please allow us to introduce you to some of our staff:

Evelyn DiPaola - Director of Construction Administration
Evelyn has been with the company since 1988. Evelyn performs project administration, including processing Submittals, coordination of rentals, insurance, and contract documentation. A tireless contributor, she also is our primary client contact for monitoring services. You can reach Evelyn at 203-720-3828.

## Karen Sarracco - Director of Service Administration

Karen is our primary contact for Service calls. We have a 24-hour response team which Karen oversees. Incoming Service emails are forwarded directly to multiple service staff, including Karen, who receives the service emails via Blackberry. Karen makes sure that any time you have a problem, you will get a direct and rapid response by Sarracco. Karen also oversees Service Billing, and our electronic reporting, Dispatching and GPS centers. Karen joined Sarracco in 1999, and is married to Frank Sarracco, our Assistant Service Manager. You can reach Karen at 800-606-0015.





шшш.sarracco.com

# Building trust. Maintaining integrity. Whether you need it built or maintained, we are your reputable choice for your mechanical and security services. BlueBlanketCare Mechanical Services Commercial & Residential Serving Connecticut and Southeastern New York CT License Numbers: General Contractor: 0509 Mechanical Contractor: MC 1003 Electrical: E1 181223 Sprinklers F1 0891 Plumbing P1 204325 800-606-0015 Heating and Air Conditioning: \$1 302930 Warm Air Heating and Refrigeration: 01 306757 шшш.sarracco.com

# Sarracco Mechanical Services, Inc.



# Contractor's Prequalification and Information Package

Company Name:	Sarracco Mechanical Services, Inc.							
Street Address:	71 Naugatuck Drive							
City:	Naugatuck, CT 06770							
Remit To:	P.O. Box 475 Brattleboro, VT 0530	2-0475						
Sarrucco Mechanical Services, Inc	c. has a sheetmetal manufacturing facility in Waterton	n, Connecticut and sales offi	ces in Stamford, CT and Farmington, CT.					
Telephone:	800-606-0015	Fax:	203-720-4034					
Federal Taxpayer ID ?	No. <u>06-0935943</u>							
	Date of incorporation:	December 21,	<u>1975</u>					
TYPE OF ORGANI	ZATION							
A. Organized as a:		<u>Corporation</u>						
MBE/WBE Status:		No						
B. If sub	osidiary, specify parent company		-					
C. Form	C. Former company names, if any, and year established: Sarracco Heating & Air Conditioning, Inc. 1975							
List Owners, O	fficers, and Key Personnel:							
Name:	Years In Position		Position					
Thomas Sarracco	32		President					
Jamie Sarracco	10		Vice Pres Construction					
Scott Sarracco	12		Vice Pres Service					
Keith Mosgrove	32		Corp Sec / Gen'l Mgr					
Yvette Wilmot	15		CFO/VP					

Sarracco Mechanical Services, Inc. is a full service mechanical / electrical contractor, with a geographical presence covering Connecticut, New York, Massachusetts, New Jersey, and New Hampshire. We have an extremely talented and creative design and engineering staff. Our project management staff is particularly proficient in providing fast-track, design-build projects to our customers, on time and within budget. We maintain licensing in the following areas:

D1 306757 Warm Air Heating & Refrigeration S1 302931 Heating & Air Conditioning

P1 204325 Plumbing

F1 0891 Sprinkler/Fire Protection

E1 181223 Electrical

MC 1003 Mechanical Contractor 900225 Major Contractor

Nicet Certified / Medical Gas Certified

Trades Employed: Electrical / Plumbing / Heating / Cooling / Duct & Sheetmetal Fire Alarm / Temperature Controls

### BACKGROUND INFORMATION

A. How long has the firm been in business?

# Date of incorporation: December 21, 1975

B. Is the firm licensed as a "major contractor" in Connecticut pursuant to Connecticut General Statutes Section 341gg as amended?

Licensed: 900225 Major Contractor

C. Does the firm qualify as a "non-resident contractor" pursuant to Connecticut General Statutes Section 12-430?

> Sarracco registered to perform business in Connecticut, New York, Massachusetts, New Jersey, New Hampshire

- D. Does the firm have any experience complying with or ensuring that non-resident subcontractors comply with the bonding requirements of C.G.S § 12-430?

  Yes.
- E. Has the firm, any principals, affiliated entities or any former affiliates ever filed for bankruptcy protection? If so, how long ago and please explain.
  No.

## SCOPE OF CAPABILITIES

 List of construction services your company is most capable and qualified to perform (mechanical, electrical, dismantling, demolition, rigging, etc.)

Mechanical / Electrical / HVAC / Plumbing / Fire Alarm / Security / Monitoring / Sheetmetal Including Design-Build and Engineering

Contractor's	Fre-Quantication	Question
Page 3		

B.	Type of work your company subcontracts:  We will typically subcontract for rigging/crane services, and specialty controls devices,  For Independent Certifications, we also subcontract out air balancing, fire protection testing, and medical gas testing					
C.	Is your company qualified and licensed to do asbestos abatement?No Site remediation?No					
D.	What waste disposal site access does your company have for non-hazardous and hazardous material.					
	Not applicable					
E.	Value of equipment owned  The company owns field/fleet equipment valued at approximately \$1,600,000.					
F.	Size of contract your company is capable of performing:					
	\$0 - \$25,000					
	\$25,000 - \$50,000					
	\$50,000 - \$100,000					
G.	Has your organization ever failed to complete any awarded work?No					
Н.	Are there any claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?None					
	Explain:					
I.	Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?Yes					
	Explain: Limited to Various mechanics' liens when necessary to secure payment.					
	OR FORCE ber of full time employees: Total Employment: <u>150</u> Exempt: <u>15</u> Non-Exempt: <u>10</u> Hourly <u>125</u>					
A.	Average employment: Crafts 110 Shop 10 Field Field					
B.	Peak employment: Crafts110ShopField					
C.	Present employment of superintendents: Shop 6 Field 2					

Conti Page	ractor's Pre-Qualification 4	Questionnaire	
D.	Union affiliation of above	eWe are an open-shop emp	ployer
	- Expiration date of agree	ementsn/a	
E.	Engineering capabilities	We have full-time Professional	Engineering on staff for HVAC trades.
BUSI	NESS REFERENCES * See		
I.	Firm	Address	Contact
2.			
3.	7 X (100 A) A) A		
OWN Please compl	ER REFERENCES attach a separate sheet listing	of goods or services to your company, a song at least 8 references from owners. Include a description of the process.	ers for projects
BANI	REFERENCES		
	Name of Bank	Bank Officer	Phone Number
	Peoples Bank, FSB	Edgar Auchincloss, VP	203-591-2603

D&B rating: 1R2 #01-015-2163 Rated 1R2

DOM	0.	INSUR	AN	CE	CA	DA	DII	ITIE	C
DUND	O.	INDUK	ALI	ULE	LA	LA	DIL	ILLE	

- 1. Please provide a sample of your company's Certificate of Insurance issued by your insurance agent as part of this bid response. 2. What AM Best rating does your insurance company have? AAA 3. Please provide the rating for your bonding company. Bonding Agent: Company Name: Smith Brothers Bonding Agency 68 National Drive Glastonbury, CT Craig Meeker 860-652-3235 Surety: Arch Insurance (Performance/Payment) The Hartford (Employee Fidelity/Client Premises LIABILITY A. **Bonding Limits Singular** \$ 16,000,000 TOTAL \$ 16,000,000 B. Amount \$ 4,000,000 Date of last bonding 9/2008 Due to the strength of our past performance, a significant portion of our work has no bond requirement by either the General Contractor or Owner. C. How much of your company's bonding limit is currently obligated? \$5,400,000 D. Has an Owner or Subcontractor ever invoked its rights under a bond? No. E. Insurance liability limits? (include deductibles and retentions) \$20,000,000 effective 1/2008 F. Does your company carry design liability coverage? Yes, but limited to our own installations only. G. Please provide a copy of your certificate of insurance. Upon Acceptance
  - Please accept our modification rating as an indicator of our excellent record.

Please provide a letter from your insurance company indicating how many claims are outstanding against your insurance and explaining the nature of

# **FACILITIES**

the claims.

H.

Please describe your place of business:

Our modest corporate offices of 10,000 sf are located in Naugatuck, Connecticut, and our project management and finance activities are managed here. We lease 9000 sf in manufacturing in Watertown, Connecticut, which is primarily dedicated to sheet metal and ductwork fabrication. We have Service branch in Stamford, Connecticut which focuses on the Fairfield and Westchester counties. We have a Sales office in Farmington, Connecticut.

Contractor's Pre-Qualification Questionnaire Page 6

A.	Equipment at place of The company owns of		not used in the field: assets valued at approximatel	y \$500,000.
B.	Sq.Ft. yard area	2 acre	S	
C.	Sq.Ft. office area	-	4000sf	
D.	Sq.Ft. fabrication area		_9000sf	
E.	Construction equipme obligation:	nt owned	or on long-term lease which is u	used in fulfillment of project and/or contrac
			equipment valued at approxisis equipment specifically desig	mately \$1,600,000, nated for any particular project.
F.	List licenses held by y	our comp	oany and the issuing state:	
	Connecticut:			
	D1	306757	Warm Air Heating & Refrigeratio	n
	SI		Heating & Air Conditioning	
	P1		Plumbing	
	FI	0891	Sprinkler/Fire Protection	
	E1	181223	Electrical	
	MC	1003	Mechanical Contractor	3
		900225	Major Contractor	
G.	List professional licen	ses held b	y company employees:	
	Name		License	State
	1. Robert Hoeb	el Pro	fessional Engineer	

H. Describe your cost accounting process:

All incorporated items and labor are tracked to a project using a Job Number in a fully integrated software system. Major cost types (Labor/Materials/Subcontractors/Equipment/Other) are further tracked using specific task codes to identify the trade used, and the sub-phase of the project. All costs other than labor are made by Purchase Orders. Labor is charged to projects via payroll processing.

I. Describe your project administration process:

Sarracco supplies formal quotation to customers, based on an Estimate developed by our Estimating Department. If a customer uses formal contracts, contract terms are reviewed for acceptance, and once accepted, the project is submitted to Project Management, given a Job Number and assigned to a Project Manager, who is responsible for successful installation of the work.

- \* Any changes to the scope after project inception are submitted in writing to the client, and performed only after written acceptance. Change orders are processed to a Construction Coordinator for incorporation into the scope, billing and estimate.
- \* Billing on larger projects are done on AIA Schedules, billed monthly, based on the progress of the work.
- \* Progress is determined by the Project Manager, who submits it to Accounting for processing. As Sarracco's contracts span multiple trade disciplines, Project Managers are trained in a matrix reporting environment; Divisional trade managers responsible for a single trade also function as project managers for multiple trades. Stable support systems ensure that each project is coordinated across multiple trades in a seamless fashion.
- \* Major material purchases are coordinated by project management, with support staff arranging for daily shipments. All purchases are made with reputable vendors, using a Purchase Order system. Manpower is scheduled across the divisions for a period of up to 6 months, depending on capacity, timing, and progress of all projects. All payrolls for a project are charged to projects directly to project using a job number. All projects are formally reviewed weekly in a Construction Meeting for Estimate Performance, Cash Flow, and Manned Hours.

J.	Principal geographic area(s) your company is capable of working in:					
	1. Connecticut, New York, Massachusetts, New Jersey					

- K. Describe your company Quality Program:
  - All of Sarracco's field employees are required to go through extensive safety training to ensure a safe work environment for both our employees and our customers. With a low worker's compensation rating (2009: .87), due in large part to our training program, the reduced costs to Sarracco can be passed on to our customers. The company has also received numerous safety awards over the years from trade organizations and insurance companies.
- L. Describe your company Employee Recognition/Award Program: In past years, we have sponsored several very successful Point programs. Points were earned by employees for attendance, safety, training, and key disciplines. Top Winners are eligible for 4-day trips with their spouse, and departmental managers could also attend if 80% of their department met the goal. Lower prizes for dinners and days off are also provided.
  - \* For 2007, 10 qualifying field employees and their spouses were awarded all-inclusive trips to Cancun

M.	Do you have full-time regulatory compliance officers?	Yes-both Safety and Ethics			
N.	In what professional organizations does your company maintain active memberships?				
	ABC / NECA / BOMA / CBIA / ACCA and others	od sie ekstrikenheit (EK) útste kan kusteriede tiskereke (ekste es 2.004) (betaute ± 0 keloreis).			

- O. What waste disposal site access does your company have for non-hazardous and hazardous material.
  - 1. Non hazardous trash/ cardboard is consigned to American Disposal Service
  - 2. Mercury thermostats are consigned to Shelton Winair for disposal by Honeywell
  - 3. Mercury products, other than #2, are consigned to Northeast Lamp Recycling
  - 4. Compressor oil, glycol, and regulated fluids are consigned to United Oil Recovery
  - 5. All refrigerants reclaimed are consigned to Carrier/Northeast(UTC).

			SA	FETY DATA	
Copi	es of co	mpany OSHA200 log	for the past th	ree years must	be available.
	Conta	act Name (safety): <u>Kei</u>	th Mosgrove, G	eneral Manager	Telephone: 203-720-3805
1.		our company's Interst he current year. Use			Rate (EMR) for the past three (3) years e rated:
,	2010 2009 2008 2007 2006 2005		Interstate	Intra	state
<ol> <li>Has your company been cited by OSHA in the last five (5) years?</li> </ol>				5) years?	
	Yes_	* Sharon Hospital:			n descriptions of citations. of.
3.	Do yo	ou require that docum	ented safety n	neetings be held	I for:
	A.	Field Supervisors	Yes_✓	No	FrequencyAs needed
	B.	Employees	Yes_✓	No	Frequency_Weekly toolbox talks
	C.	New Hires	Yes_✓	No	FrequencyDate of hire
	D.		Yes primarily suppli portion of our b		Frequency ces, and Subcontractors do not account

# Contractor's Pre-Oualification Ouestionnaire

Page	10
4.	Do you conduct documented safety inspections?
	Yes No How often?
5.	Do you have a full-time, trained home office safety representative who visits and audits the worksite?
	Yes No
	Contact Name (safety): James Posadas. Safety Director Telephone: 203-720-3821
	How frequently will the representative visit the worksite?  Weekly by Project Managers, monthly by Safety Director.  Sarracco employs a full-time Safety Director.
6.	Does your company have a medical monitoring program? If so, describe, including frequency of examinations:
	Pre-employment screening. Additional screening may be required if injury occurs.
7.	Please submit a copy of your company's Standard Operating Procedures and Policies as they pertain to your contractors' work, site workplace practices, contingency and emergency plan, accident investigation and preventing actions. See attached.
8.	Describe the training employees receive and frequency:
	Safety manual provided upon request
9.	Do employees receive Hazardous Material Handling Training?
	Yes No If so, describe, including frequency.

Do you require field personnel to be First Aid and CPR certified? Yes/10-Hour Certified minimum

10.



October 29, 2010

A/Z Corporation
Procurement Manager
46 Norwich Westerly Road
North Stonington, CT 06359

RE: LETTER OF INTENT

CONTRACTOR:

Sarracco Mechanical Services, Inc.

To Whom It May Concern:

Arch Insurance Company, an AM Best A rated company, is the surety for Sarracco Mechanical Services, Inc. We hold them in the highest regard and consider them among our finest clients. We have considered single projects with a contract price of \$8,000,000.00 and a total aggregate program of \$16,000,000.00. Accordingly we anticipate no difficulty in providing customary performance and payment bonds should they be required.

Naturally, we would expect that the execution of any final bonds would be subject to a normal underwriting review of the final contract terms, conditions and financing by our client and ourselves.

If we can provide any further assurances or assistance, please do not hesitate to contact:

Craig H. Meeker
Director of Business Development – Surety
Smith Brothers Insurance Inc.
68 National Drive
Glastophysis CT 06023

Glastonbury, CT 06033 Ph: 860-430-3229 Fax: 860-652-3236

Very truly yours,

Erin L. Bennett Attorney-in-Fact

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Bette Bottlcello, Danielle M. Bechard, Janice D. Drury, James B. Nelson, Kimberley Connolly, Abigail Fay, Joseph B. Smith, Cralg H. Meeker, Leyna M. Tremblay and Erin L. Bennett of Glastonbury, CT (EACH)

Its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of Issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and underlakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as blinding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri:

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filled with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact; and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

00ML0013 00 03 03

Page 1 of 2

Printed in U.S.A.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this <u>20th</u> day of <u>August</u>, 20 09 .

Arch insurance Company

Attested and Certified

CORPORATE SEAL 1971

Martin J. Nilsen, Secretary

J. Michael Pele, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF FENNSYLVANIA
NOTARIAL SEAL
Brian G. Kuhn, Notary Public

Brian C. Kuhn, Notary Public . City of Philadelphia, Philadelphia County My commission expires December 06, 2011 Brian C. Kuhn, Notary Public My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 20, 2009 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

Martin J. Niksen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety 3 Parkway, Ste. 1500 Philadelphia, PA 19102



00ML0013 00 03 03

Page 2 of 2

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#### Client References:

Mr. Michael Kolakowski, President/CEO KBE Building (Prior Konover ) Inc.

16 Munsen Road Farmington, CT 06032 860-284-7110

Mr. Thomas Racek, Construction Superintendent

Mack-Cali Realty Corporation

100 Clearbrook Road Elmsford, NY 10523 914-948-7704

Architect: Marc Petrin 905 East Johnson Ave. Cheshire, CT 203-605-7604

Owner: Howard S. Saffan Sports Center of Shelton

784 River Road Shelton, CT 203-929-6500 Gregg Raucci Bismark Construction

100 Bridgeport Avenue Milford, CT 06460 203-876-8331

Mr. Frank Uzzo, Director of Property Management

Mack-Cali Realty Corporation

100 Clearbrook Road Elmsford, NY 10523 914-948-7704

Engineer: Jay Kohler Kohler Ronan LLC 301 Main Street Danbury, CT 203-778-1017

End-User: Jim Shepard

Taft School

110 Woodbury Road Watertown, CT 203-945-7916

Supplier References:

Capitol Light (Rexel)
Torrington Supply

Electrical Wholesalers

Contact: Credit Department 800-842-8078

Contact: Ms. Cheryl McPhail 203-756-3641 direct: 203-465-4213

Contact: 800-522-3232 Bill Schaffer

D&B information:

1R3 #01-015-2163

BANK REFERENCES

Name of Bank

Bank Officer

Phone Number

Peoples Bank, FSB

Edgar Auchineloss, VP

203-591-2601

## Sarracco Mechanical Services, Inc.



## Executive Staff

President

<u>Thomas Sarracco</u> is the founder of our company, with over 35 years of experience in engineering, designing, and installing commercial and industrial HVAC systems. A true entrepreneur, Tom has constantly focused our team on building competence, trust, and personal growth. He is responsible for overseeing the entire corporate structure, with primary duties of relationship development, engineering and budgeting for our design-build market segment.

### Vice President/General Manager

<u>Keith Mosgrove</u> has 26 years of experience in HVAC installation and service. He holds Master Licenses in HVAC and Fire Protection, and is active in employee recruitment and development. Keith serves as our Safety Officer, and is responsible for training, safety, human resources and program development.

### Vice President - Chief Financial Officer

<u>Yvette Wilmot</u> has 25 years experience in Construction Management and Risk Management, originally joining Sarracco in 1995. She left for several years to manage Pension/Investment units of The Principal and Cigna, returning in 2003. She is responsible for oversight of financial operations, and for Sales development and marketing. She holds an M.B.A. from the University of Connecticut, degrees in Economics and Special Studies, and a Master's Concentration in Accounting; she has also successfully passed the Connecticut Certified Public Accounting exam.

#### Vice President - Stamford / Service Division

<u>Scott Sarracco</u> manages our Stamford Division, servicing HVAC, controls and mechanical/electrical building trades to our clients in southern Connecticut and New York State. His division provides consulting management for our trades for almost 2 million square feet of tenant office space. These clients are serviced by fleets dispatched from multiple territories, to maximize coverage availability and improved response times. Scott holds a Master trade license in the field of HVAC.

#### Vice President - Construction Division

<u>Jamie Sarracco</u> manages high-end, multi-million dollar construction projects, and supervises the coordination of the Project Management staff, construction operations as well as servicing our end-users in the Construction Division. Multiple project managers report to Jamie via a matrix style of management, arranged both by trade specialties and project assignments. Jamie holds a trade license in the field of Plumbing.

Sarracco Mechanical Services, Inc.

Connecticut More Reliability New York Massachusetts

# Get it done better & faster with the brightest minds

from a solid company with skilled people

HVAC

plumbing

elsemiest

sheet metal

service

construction

fire & security

design engineering

CT License Numbers: General Contractor: 0509 Mechanical Contractor: MC 1003 Electrical: E1 181230

Sprinklers: F1 0891 Plumbing: P1 204325

Heating and Air Conditioning: S1 302930

Warm Air Heating and Refrigeration: D1 306757

SARRAÇO Mechanical Services

800-606-0015

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## Project Management

Sarracco runs each project in a Matrix environment.
Divisional Managers from each trade also function as project managers for multiple trades. Our Project Management team has been with us for an average of 20 years, and demonstrate in a clear manner Sarracco's commitment to recruiting, training, advancement and retention:

Jamie Sarracco - Vice President of Construction
Jamie was promoted to this role 6 years ago, after joining us in 1982. He
advanced in the company by serving first in Logistics/Warehousing, then in the
field, obtaining the rank of as Journeyman Plumber. He has completed
numerous project management training courses. Jamie oversees all of
construction and project management.

Mark O'Connell - Sales Engineer
Mark has been with Sarracco for 25 years, first as an Apprentice Plumber,
Journeyman Plumber, followed by Divisional Manager, and now in his role as
Sales Engineer. Mark has a comprehensive knowledge of all phases of
Mechanical contracting, and a sensitivity to the needs of each client.

Tony Lipeika - Divisional Manager - HVAC
Tony has been with Sarracco for 27 years. Like Mark, he was hired as an
Apprentice in his trade, and worked his way up to a Master Journeyman. As
Divisional Manager for the HVAC trades, Tony is an expert at both design and
installation techniques for any possible application.

Tom Szymaszek - Divisional Manager - Sheetmetal

Tom has been with Sarracco for 15 years. A Master Journeyman in his trade, he
quickly demonstrated his management expertise in streamlining our sheet metal
services into a highly effective, competitive organization. Tom has expanded our
manufacturing facility, and invested in sophisticated equipment which allows
rapid, accurate production and installation of ductwork, grilles, and curbing. Tom
has been our primary manager on some of our most complex large
construction projects.

Don Emanuel II - Divisional Manager - Electrical Don joined Sarracco in 1992. A Master Electrician, Don was promoted continuously into his current role. Don is extremely competent in Electrical engineering, and recently completed the entire Stamford Town Center Retail Plaza, a \$6 million project, in less than one year.

Rich Kilmer - Divisional Manager - Plumbing Rich Joined Sarracco in 1993. A Master Plumber, Rich trained under Mark O'Connell, and was promoted to Divisional Manager in 2002. Rich is a consummate professional, and oversees our most seasoned team of journeymen.

Ray Giordano - Divisional Manager - Fire Alarm/Security

Ray joined Sarracco in 1983. A Master Electrician, he also holds industry certifications specific to Fire Alarm, including NICET. Ray also oversees our specialty division, Sentinel Fire Alarm & Security, which focuses in consumer fire/security and monitoring.



## The Safe Approach

Sarracco adheres to a strict regimen of Safety Procedures. All of our employees undergo certification of safety techniques which exceed regulatory requirements. As a result, we have an Experience Rating well below others in the industry:

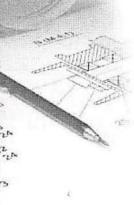
Experience Rating in 2008: .85

Safety is the most important issue for the health of your project.

Sarracco employs a full-time Safety Director, Jim Posadas, who supervises the on-going training for field personnel, and conducts inspections and audits of all projects. This not only reduces costs and your exposure as an Owner, it's quite simply the right things to do. By securing a safe work environment for employees, we ensure that we have a loyal, responsible, long-term work force.

Sarracco values its reputation and commitment to excellence which distinguishes us from all other contractors. We go above and beyond the call to satisfy the customer on each project, from large to small.





"We use Sarracco on mechanical work because I know I can trust them to install the right product for the application, no matter how complicated, or how quickly the job needs to be turned over"

- Tony Mancini, Konover Construction Corp.

"Sarracco was a huge success factor in the completion of the new Sharon Hospital wings, helping us bring it in on-time and within budget, in spite of a tremendous complexity" - Ed Pereira, Suffolk Construction

"Sarracco was instrumental in the execution of the extremely complicated installation of the double-decker rinks and athletic facility" - Howard Saffan, Owner, The Rinks at Shelton



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## The one time it's good to run hot and cold

## HVAC

Tony Lipeika heads the team with over 20 years of experience in the HVAC industry. He is an expert in design/build for renovation, retro fit, and new installation. His area of expertise also includes; direct digital controls, equipment maintenance, trouble shooting units, and servicing a wide variety of equipment types.

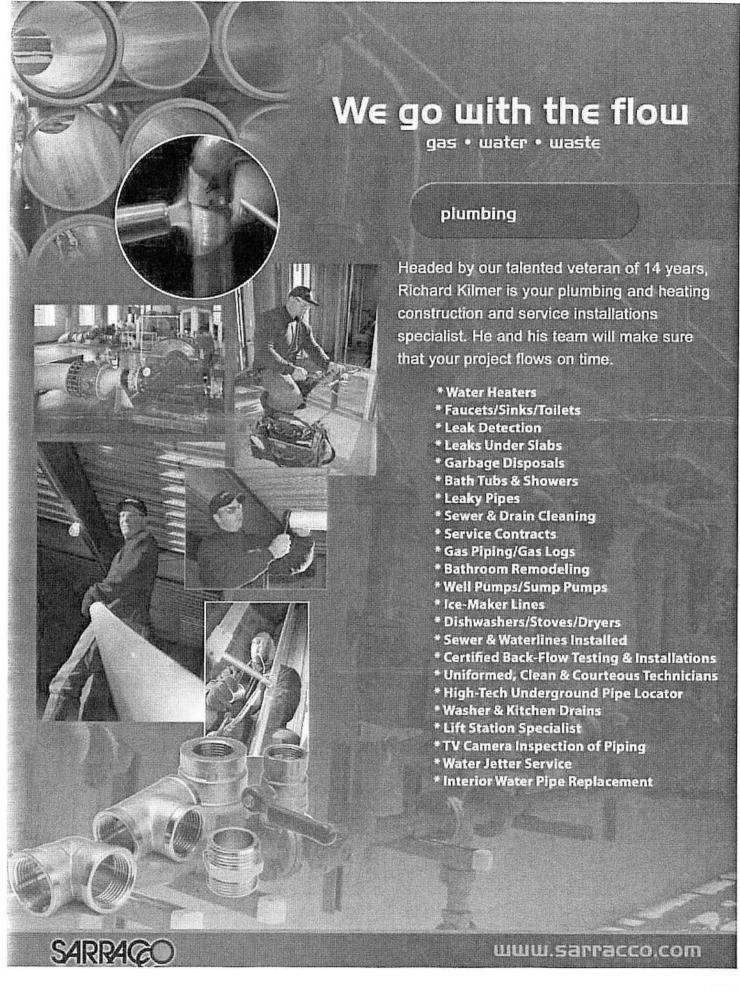
- \* Air Conditioners
- \* Hydronic Forced Air
- \* Indoor Air Quality Systems
- \* Zoning Systems
- \* Electronic Air Cleaners
- \* Performance Filter Systems
- \* Humidity Control
- \* Programmable Thermostats
- \* Yearly Agreements
- \* Repairs

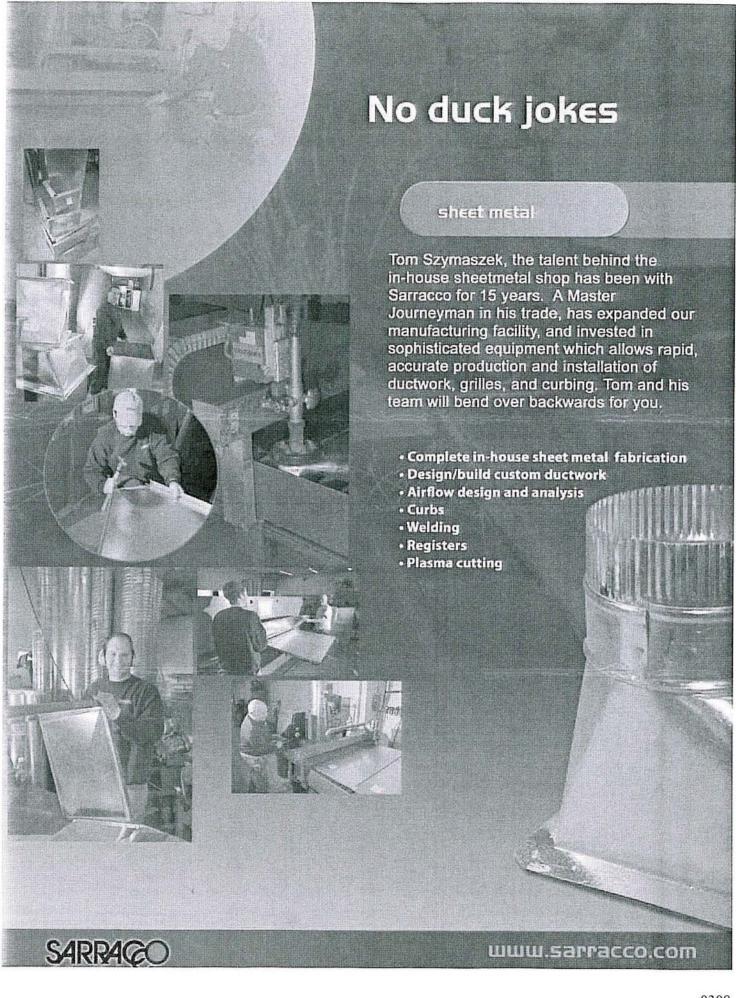
## Heating

- \* Gas Furnaces
- \* Heat Pumps
- \* Hydronic Forced Air
- \* Geothermal Systems
- \* Indoor Air Quality Systems
- \* Zoning Systems
- \* Electronic Air Cleaners
- \* Performance Filter Systems
- \* Humidity Control
- \* Programmable Thermostats
- \* Water Heaters
- \* Boilers
- \* Gas Piping
- \* Maintenance
- \* Yearly Agreements
- \* Repairs



www.sarracco.com







## Secure the perimeter

## fire & security

Ray Giordano is your expert in fire and security. Ray also oversees our Sentinel Division which focuses on consumer fire/security and monitoring.

Ray joined Sarracco in 1983 as a Master Electrician and showed a great talent for security system infrastructure. Ray also holds industry certifications specific to Fire Alarm, including NICET. Rest assured when Ray and his team are on the job.

- Design & Consultation
- Installation
- · No proprietary equipment to go obsolete
- Maintenance
- Monitoring
- 24/7 redundant service
- Central call center
- Rapid response for problems









Gamewell PIRECONTROL

by Honeywell

www.sarracco.com

## Cost cutting by Design design engineering Robert Hoebel has 22 years of experience in project and design engineering. His team is responsible for getting it right. Design is an area that can make or break a project. Bob's team will help you meet your goals with an eye on the most cost effective building methods. Bob is also a Connecticut Licensed Professional Engineer. . Design & Consultation · Installation No proprietary equipment to go obsolete - Maintenance - Monitoring • 24/7 redundant service · Central call center · Rapid response for problems WWW.Sarracco.com