

MEDICAL MARIJUANA PRODUCER LICENSE

REQUEST FOR APPLICATION

158 COMMERCE STREET, LLC d/b/a NEW WELLNESS CENTER

November 15, 2013

158 Commerce Street, LLC
c/o Mr. Sean Tang
4-74 48th Avenue, Unit 18A
Long Island City, NY 11109


RE: Medical Marijuana Operation of Production Facility Bond \$1,500,000
Medical Marijuana Construction of Production Facility Bond \$2,000,000

Gentlemen:

In connection with the (2) two required bonds that are mandated by the State of CT, we have begun our underwriting process to secure these bonds on your behalf. While further underwriting still need to be done, due to the State's newly exacted law, we're confident that we will be able to obtain these bonds provided that we first receive the requested documentation and secondly, if you are the successful proposed venture, liquid cash collateral will be posted equal to the value of the bonds.

Should you care to discuss this further, please don't hesitate to call.

Very truly yours


Thomas Bean
Sr. Vice President

A. BUSINESS INFORMATION OF APPLICANT



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Appendix A

Producer License Information Form

Section A: Business Information						
1. Applicant business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other: _____
2. Legal Name of Applicant: 158 Commerce Street LLC						
3. Trade Name of Applicant: New Wellness Center						
4. Applicant's Business Address: 158 Commerce Street						
5. City: East Haven				6. State: CT	7. Zip Code: 06512	
8. Daytime Telephone Number: (718) 606-1186			9. E-mail Address: newwellnesscenter@gmail.com			
10. Applicant's Mailing Address (if different than business address): 4-74 48th Avenue					11. City: Long Island City	
12. State: NY	13. Zip Code: 11109	14. Daytime Telephone Number: (718) 606-1186		15. Fax Number: (718) 606-1186		
Section B: Contact Information						
All communications from the department regarding this application will be sent to your primary contact and alternate contact, if one is designated. We will assume that you receive all communications sent to your designated contact(s) and it will be your responsibility to notify us if any of your contact information changes.						
16. Name of Primary Contact: Sean Tang				17. Primary Contact Title: COO		
18. Primary Contact E-mail Address: tangsean88@gmail.com				19. Primary Contact Telephone Number: (646) 591-8831		
20. OPTIONAL - Name of Alternate Contact: Michael Zambardino				21. Alternate Contact Title: Operations Manager		
22. Alternate Contact E-mail Address: zambardinomichael@gmail.com				23. Alternate Contact Telephone Number: (516) 315-2466		
Section C: Formation/Incorporation Information						
24. Date of Formation/Incorporation: 11/14/13			25. Place of Formation/Incorporation: Conneticut			
26. Registered with the Connecticut Secretary of State: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			27. Sale and Use Tax Permit Number: Provide a copy of your Sale and Use Tax permit with your application.			



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Section D: Proposed Production Facility Information

28. Proposed Production Facility Address: 158 Commerce St			29. City: East Haven
30. State: CT	31. Zip Code: 06512	32. Telephone Number: 783-606-1186	33. Fax Number: 718 606 1186
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.		35. Name of Property Owner: Mia Maria Sibat	

Section E: Business Association Information

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

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

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

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

<input type="checkbox"/> Escrow Account	<input type="checkbox"/> Letter of Credit	<input type="checkbox"/> Surety Bond
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42. Financial Institution/Surety Company Name:

43. Address:

44. City:	45. State:	46. Zip Code:
47. Telephone Number:	48. Fax Number:	49. E-mail Address:

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

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



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Section H: Proposed Production Facility Business Hours					
59. State the proposed production facility's business hours for each day:					
Monday	9	to	5	Friday	9 to 5
Tuesday	9	to	5	Saturday	10 to 1
Wednesday	9	to	5	Sunday	
Thursday	9	to	5		

Section I: Other Business Names & Addresses	
List all names under which the applicant has done business or has held itself out to the public as doing business. Do not limit your response to business operations in Connecticut. Attach additional pages if necessary.	
60. Name:	61. Time Period:
XXXXXXXXXX 158 Commerce Street LLC	
List all addresses, other than those listed in response to Section A, that the applicant owns, has owned or from which it has conducted business during the previous five years and give the approximate time periods during which such locations were owned or utilized. Attach additional pages if necessary.	
62. Address:	63. Time Period:

Section J: Producer Backers	
Provide the following information for each producer backer. A producer backer is any person (including any legal entity) with a direct or indirect financial interest in the applicant, except it shall not include a person with an investment interest provided the interest held by such person and such person's co-workers, employees, spouse, parent or child, in the aggregate, does not exceed five per cent of the total ownership or interest rights in the applicant and such person will not participate directly or indirectly in the control, management or operation of the production facility if a license is granted.	
Create additional copies of this page if necessary.	
Each backer identified in response to this section must complete and sign Appendix B.	
64. Name:	65. Percentage of ownership
JPOBS	
Kame Cohen	



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Sean Alvarado	
Sean Tang	
Audrey Kenny	

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

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

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

Create additional copies of this page if necessary.

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

66. Name (First, Middle, Last):	67. Title:	68. Role:
Sean Alvarado	CEO	Overall Wellness of the Production
Kame Cohen	LWO	Wellness
Audrey Kenny	LWO	Wellness
Sean Tang	COO	Day to Day Operations
Ryan Cole	Treasurer	Overall Accounting

Section L: Financial Statement

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

69. Expense Item:	70. Cost: \$	71. Source of Funds:
Entity Formation	\$ 260,000	Partner Capital
Construction-Subdivision/Buildout	\$ 200,000	Partner Capital
Lighting - Lamps	\$ 150,000	Partner Capital
Security Systems	\$ 100,000	
Insurance Bonding	\$ 100,000	
Up to date Electrical Systems	\$ 80,000	
Water Humidity System	\$ 80,000	
Application Acceptance Fee	\$ 75,000	
HVAC	50,000	



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Section M: Security System

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

72. Primary Security Company Name: Kolram Access Services			
73. Primary Security Company Address (including Apartment or Suite #): 50 United Drive			74. City: North Haven
75. State: CT	76. Zip Code: 06473	77. Telephone Number: (203) 234-8688	78. Fax Number: 203.985.0399
79. E-mail Address:			

80. Backup Security Company Name: Nationwide Security Corporation			
81. Backup Security Company Address (including Apartment or Suite #): 47 Monofowese Avenue			82. City: North Haven
83. State: CT	84. Zip Code: 06473	85. Telephone Number: 203.785.0300	86. Fax Number:
87. E-mail Address: info@nationwidesecuritycorp.com			

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

Section N: Legal Proceedings

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

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

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

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

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

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

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

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



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Section O: Criminal Actions

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

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

Section P: Criminal Background Check

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

94. Signature



[Redacted Signature]

95. Date Signed:

11/14/13

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

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

96. Signature



[Redacted Signature]

97. Date Signed:

11/14/13



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Appendix B

Dispensary Facility Backer Information Form

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

Section A: Backer Information

1. Backer business type:

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

2. Legal Name of Backer:

JPDBS, LLC

3. Trade Name of Backer (if applicable):

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

4 Wilton RD

5. City:

Cold Spring Harbor

6. State:

NY

7. Zip Code:

11724

8. Daytime Telephone Number:

(516) 745-0150

9. Fax Number:

(516) 745-1987

10. E-mail Address:

DSmith@Benjamindevco.

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last): Daniel B. Smith(JPDBS, LLC)	12. Percentage of ownership ██████
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Section C: Licenses, Permits and Registrations

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

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

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature:

▶ [Redacted Signature]

27. Date Signed:

11-15-13

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

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

28. Signature:

▶ [Redacted Signature]

29. Date Signed:

11-15-13



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Appendix C

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

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

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

Section B: Employment Information	
12. Current or Most Recent Employer: 13. WEN Management Corp.	Date of Employment: Start Date: 4/30/1984 End Date: :
14. Employer Address (including Apartment or Suite #): 377 Oak Street Suite 110	
15. City: Garden City	16. State: NY 17. Zip Code: 11530
18. Telephone Number: (516) 745-0150	19. Fax Number: (516) 745-1987 20. E-mail Address: DSmith@Benjamindevco.com

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



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Section D: Marijuana Business Experience

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

Yes No

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

Yes No

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

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

Section E: Other Relevant Business Experience

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

Yes No

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

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

Section F: Licenses, Permits and Registrations

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

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



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Section G: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section H: Criminal Actions

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

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

Section I: Criminal Background Check

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

42. Signature:



[Redacted Signature]

43. Date Signed:

11-15-13



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

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

44. Signature:

▶ [Redacted Signature]

45. Date Signed:

11-15-13



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Appendix C

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

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

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

Section B: Employment Information		
12. Current or Most Recent Employer: <i>Unemployed</i>	13. Date of Employment: Start Date: End Date: :	
14. Employer Address (including Apartment or Suite #):		
15. City:	16. State:	17. Zip Code:
18. Daytime Telephone Number:	19. Fax Number:	20. E-mail Address:

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



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Section D: Other Relevant Business Experience

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

Yes No

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

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

Section E: Licenses, Permits and Registrations

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

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

Section F: Legal Proceedings

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

Yes No

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

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

Yes No

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



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

Yes No

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

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

Yes No

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

Section G: Criminal Actions

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

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

Section H: Criminal Background Check

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

39

[Redacted Signature]

40. Date Signed:

11/15/2013

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

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

41

[Redacted Signature]

42. Date Signed:

11/15/2013



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Appendix C

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

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

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

Section B: Employment Information				
12. Current or Most Recent Employer: <i>Fresh Start Organic Market</i>			13. Date of Employment: Start Date: <i>Oct 2005</i> End Date: <i>current (on maternity leave)</i>	
14. Employer Address (including Apartment or Suite #): <i>29-13 23 Ave</i>				
15. City: <i>ASTORIA</i>			16. State: <i>OR</i>	17. Zip Code: <i>97103</i>
18. Daytime Telephone Number: <i>718 304-7768</i>		19. Fax Number:		20. E-mail Address: <i>akeany14@yahoo.com</i>

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



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Section D: Other Relevant Business Experience

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

Yes No

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

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

Section E: Licenses, Permits and Registrations

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

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

Section F: Legal Proceedings

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

Yes No

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

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

Yes No

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



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

Yes No

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

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

Yes No

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

Section G: Criminal Actions

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

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

Section H: Criminal Background Check

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

39. Signature:



[Redacted Signature]

40. Date Signed:

11/15/13

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

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

41. Signature:



[Redacted Signature]

42. Date Signed:

11/15/13

Medical Marijuana Program

Appendix C

Section D: Other Relevant Business Experience

Question #25:

- Fresh Start Organic Market
- 29-13 23 Avenue Astoria, NY, 11105
- Products offered: grocery, produce, vitamins, fresh food cooked and served, seasonal farmer's market produce
- Manager, October 2005-May 2013
- As of May 2013, I am on maternity leave.
- The experience of working with fresh food products and maintaining a high level of quality products and services will be an asset for the new business. I am familiar with Food Safety regulations and requirements, and managing quality control programs for the market. I also have experience preparing education materials and teaching about Organic foods and special dietary needs. This experience will aid in my ability to oversee the health and wellness programs offered to the community and patients, and work in Quality Control.



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Appendix C

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

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

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

Section B: Employment Information			
12. Current or Most Recent Employer: <i>Aquemini Management LLC</i>		13. Date of Employment: Start Date: <i>4/13</i> End Date: <i>[REDACTED]</i>	
14. Employer Address (including Apartment or Suite #): <i>4-47 48th Avenue</i>			
15. City: <i>Long Island City</i>		16. State: <i>NM</i>	17. Zip Code: <i>11109</i>
18. Daytime Telephone Number: <i>718 606 1186</i>		19. Fax Number: <i>718 606 1186</i>	
20. E-mail Address: <i>Sean @ Aqueminimangement.com</i>			

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



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Section D: Other Relevant Business Experience

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

Yes No

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; *Agriemini Mgmt*
- Products or services offered; *Consulting, Management*
- The business location; *New York*
- All titles and responsibilities held by you at the business, including the time frame for each; *COO, CEO, Incorporator*
- The dates of your association with the business; *11/21/12*
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; *Yes*
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and *No*
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated. *Yes*

Section E: Licenses, Permits and Registrations

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

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

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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?

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

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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

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39. Signature:



[Redacted Signature]

40. Date Signed:

11/14/13

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

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

41. Signature:



[Redacted Signature]

42. Date Signed:

11/14/13

A. Business Information of Applicant (continued)

2. The Applicant has extensive qualifications, experience, and industry knowledge relevant to the development and operation of a production facility. The following individuals comprise the Applicant's management team:

Sean Alvarado, Chief Executive Officer

Mr. Alvarado has experience in producing innovative solutions for holistic and organic businesses. Most recently, he lead a team that developed the first water soluble vitamins for dogs. The product, called K-10+, is the first Vet-approved brand of pet vitamins that dissolves nutrients directly into the pet's water bowl. Mr. Alvarado has been very involved in other businesses over the years. Additionally, Mr. Alvarado has over 5 years experience directly managing businesses where regulations and procedures must be followed to comply with state regulations.

Mr. Alvarado's approach to the medical marijuana business is to maintain a Pharmaceutical grade atmosphere in all aspects of the operation, including the growing, production and dispensary sides of the business. He has spent the last 3 years learning about the medical marijuana industry from the best educational institution which services the medical marijuana industry and its professionals. From 2012-13, Mr. Alvarado received education and training in Medical Marijuana from Oaksterdam University in Los Angeles, California. Oaksterdam is the premier college for cannabis industry. He completed a Certificate Program for Production of Pharmacy Grade Marijuana. In 2013, he completed an internship in the cultivation of medical marijuana at the California Collective, Marin Alliance - Medical Marijuana in Marin County, California. He gained invaluable knowledge regarding the operations and methods used by major producers, including growing methods, power conservation and product testing methods. He also became knowledgeable about procedures, policies and methods that are of importance in operating a medical marijuana dispensary. Mr. Alvarado received his B.A. degree from University of New York where he majored in Chemistry.

Sean Tang, Chief Operating Officer

Mr. Tang is a successful entrepreneur and investor. He is currently the CEO for Aquemini Management LLC in New York. At an early age, he discovered his passion for management and consulting. Mr. Tang is very familiar with the

startup process, including administration, the creation of new policies and guidelines, financial management, and creating a positive company environment. Mr. Tang brings quality leadership and management expertise the team.

He has over five years of experience as Management Consultant and CEO, and lead investor for numerous companies. Successful ventures with which he has been involved was involved include, TicketSocket, a ticketing platform and registration system for small business and organizations and Nevio Industries, a fitness innovation company which was sold 2 years after inception. Mr. Tang also started the Xanadu Catalina Festival, a health & wellness lifestyle event, that includes workshops and a 5K fun run. While coordinating Xanadu, he has personally managed multiple holistic awareness classes. He quickly developed an understanding and love for organic healing and related processes. Mr. Tang is eager to use his skills to spread awareness regarding cannabis and the great remedies that it could bring.

This is a subject close to his heart because he is one of the caretakers for his aunt who suffers from vision loss and significant pain related ailments. She lives with him, and this first hand experience has inspired him to provide the best possible care for disabled adults through organic solutions. Mr. Tang strives to blaze the path and be an example of excellence in the newly formed medical marijuana network in Connecticut.

Audrey Keany, Quality Control

As a fifteen-year veteran educator and the owner of Fresh Start Organic Market, Ms. Keany will oversee any health and wellness programs offered to the community and patients. She will develop educational materials and programs, in addition to providing nutrition planning, especially for patients with medical conditions that reduce appetite. Leveraging vendors in her organic market network and other vendors, she will assist in developing organic products so that Connecticut patients have access to quality products.

Fame Cohen, Customer Service

Ms. Cohen will focus on customer relations and assist the team with responding to suggestions and feedback from businesses and end-users regarding the products. As a long term caregiver herself, Ms. Cohen understands the concerns and needs of people with serious illness. Ms. Cohen helped her chronically ill sister for over 10 years and helped her live with limited pain. Through years of

research on treatments and procedures to help her sister, she learned how organic products help patients with everything from limiting inflammation to inducing appetite and helping arrest insomnia. She wants to continue to help others find organic and alternative solutions to relieve pain and suffering. Ms. Cohen is very knowledgeable about alternative healing and wellness, and medical cannabis, and continues to learn with classes, seminars and reading about how to help a population with unique needs.

Ryan Cole, Treasurer

Mr. Cole worked with Sean Tang at Aquemini Management in Finance and Inventory Management. He has expertise in Bookkeeping, Accounts Payable and Accounts Receivables, and has proficiency with Quickbooks and MJ Freeway. Mr. Cole also has excellent skills with financial reporting and projections both for finances and proper inventory levels. Inventory management and projections will be very important in the Applicant's business because there are many strains and a growing schedule needs to be matched with consumer demand. Mr. Cole has a personal interest in health and wellness and is committed to a career in the organic foods and growing industry. He graduated from State University at Albany in 2011 with a major in Economics and a minor in Business

B. LOCATION AND SITE PLAN

1. The proposed production facility will be located in the East Haven Industrial Park at:

158 Commerce Street
East Haven, CT 06512

This is a light industrial facility with 41,654 square feet of available space, situated on 2.96 acres. The free-standing facility presently offers approximately 9,000 square feet of finished office space and 33,000 square feet of low bay warehouse.

Built in 1987, the facility is now largely vacant. A small portion of the available space has been utilized by the present owner since 1996 as a garment warehouse.

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Built in 1987, the facility is now largely vacant. A small portion of the available space has been utilized by the present owner since 1996 as a garment warehouse.



EAST HAVEN

November 11, 2013

Vanessa Roberts Avery
McCarter & English, LLP
City Place I
Hartford, CT 06103

Re: **Site Plan Approval for 158 Commerce Street**

Dear Attorney Avery:

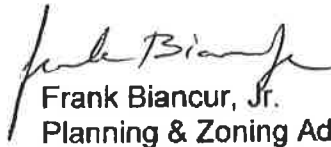
On November 6, 2012, your law firm presented an application to the East Haven Planning and Zoning Commission for site plan approval for a use at 158 Commerce Street pursuant to the attached statement of use enclosed herewith.

Please take this letter as confirmation that the Commission has granted an approval of your client's application to conduct the proposed use at 158 Commerce Street in East Haven, Connecticut with the following conditions:

1. That the attached statement of use and conditions contained therein are incorporated into the approval.
2. That your client is to prepare a complete set of plans both interior and exterior to the Board after you have gone through your State permitting for further review and approval.
3. That at the time you present said complete set of plans, that you also submit detailed statements of use which will include verification that all safety and mandated state policies will be in place.
4. That prior to submitting the final set of plans to the Board for approval, that you will forward the plans to the Town Engineer and Town Planner so that comments can be made as to the plans prior to them being presented to the Board.

If you have any further questions regarding this approval of your use, please feel free to contact our Board Attorney, Alfred J. Zullo, Esquire, at (203)467-1411.

Very truly yours,

A handwritten signature in black ink, appearing to read "Frank Biancur, Jr.", written in a cursive style.

Frank Biancur, Jr.
Planning & Zoning Administrator
Town of East Haven

FB/mg

TOWN OF EAST HAVEN, CONNECTICUT
EAST HAVEN PLANNING AND ZONING COMMISSION

STATEMENT OF USE

This Statement of Use accompanies the Application for Site Plan Approval for the proposed use of real property located at 158 Commerce Street, East Haven, Connecticut (the "Property") submitted by Menelaos Fthenakis and Maia Chiat (hereinafter, the "Co-Applicants"). The Property is located in Zone LI-2.

Pursuant to Chapter 420f of the Connecticut General Statutes and Sections 21a-408-1 through 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, the Co-Applicants propose to use the Property as permitted by the State of Connecticut pursuant to a Medical Marijuana Producer License and/or a Medical Marijuana Dispensary Facility License. Operation as a Medical Marijuana Producer is a Permitted Use in Zone LI-2 under Schedule A, # 64 – *The manufacture, processing or assembling of goods*. Operation as a Medical Marijuana Dispensary Facility is a Permitted Use in Zone LI-2 under Schedule A, # 47 – *Medical and Dental Clinics, Medical laboratories, rehabilitation facilities, licensed by the State of Connecticut*.

[a.] The Co-Applicants propose to complete all necessary site work (e.g. adding security cameras, installing other security features, and restriping the parking lot) within ninety (90) days of obtaining the requisite license(s) from the State.

[b.] The Co-Applicants propose that the general hours of operation for the Dispensary Facility will be 8:00 am to 6:00 pm. The production facility will be closed to the general public and have separate, secured access for authorized personnel.

[c.] No significant volume of materials is expected to be deposited, removed or graded at the Property, except as required or allowed by the State license(s).

[d.] N/A – No area will be "clear-cut."

[e.] N/A – No blasting, crushing or stockpiling of materials is proposed.

[f.] N/A – No large number of trucks or other machinery will be involved.

[g.] N/A – No special truck access through the surrounding neighborhood will be required.

Aside from site improvements to comply with the State licensing requirements, no major construction or modification is presently anticipated for the Property.











Google earth

Google earth



Kid connection III
16 golly rd
4732



Google earth



2840'

DAY COLES
673 SILVER SANDS



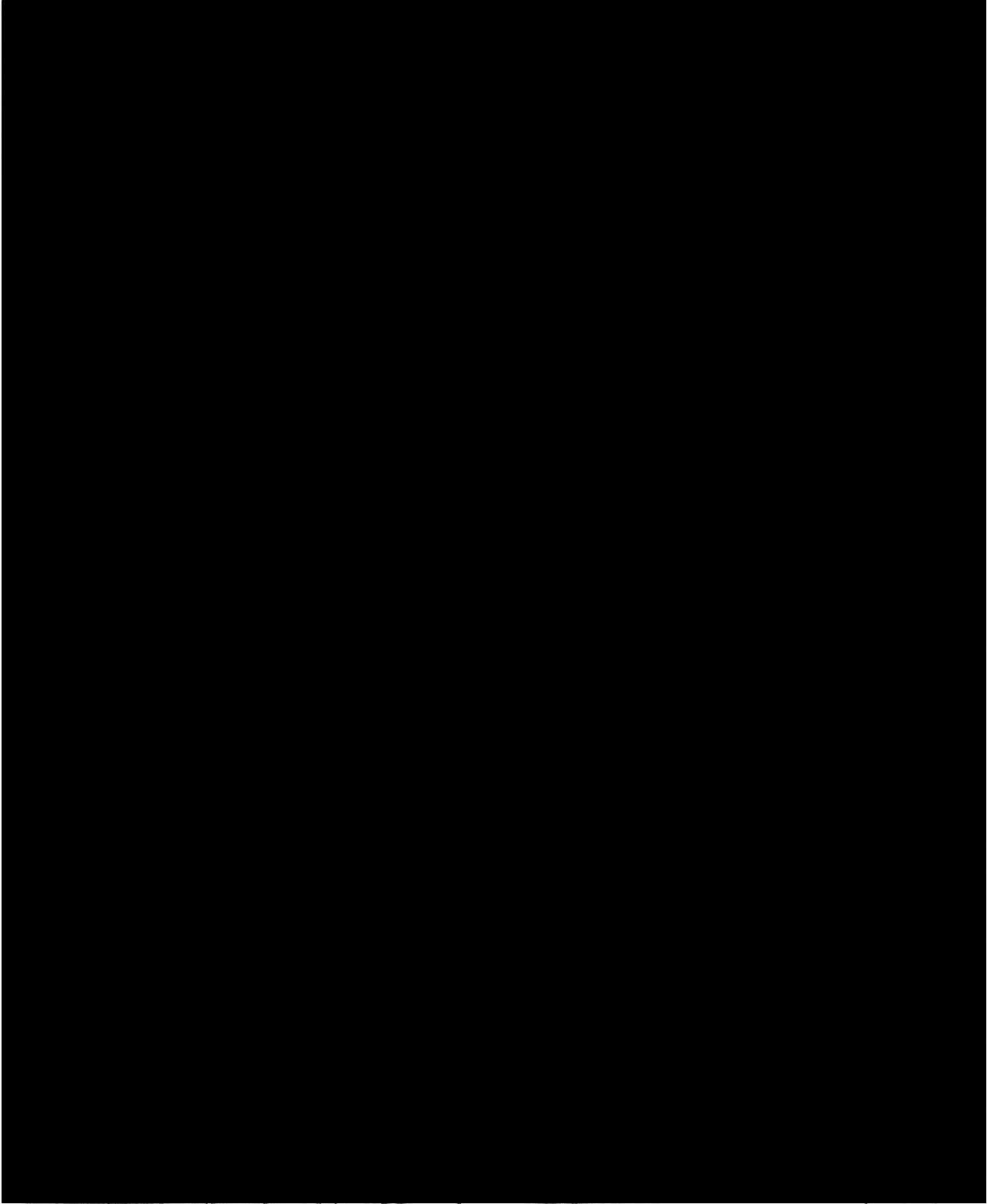
Google earth

feet
meters



st clare church
2,200'

Handwritten musical notation on a staff, including notes and rests.



Handwritten musical notation on a staff, including notes and rests.

C. PROPOSED BUSINESS PLAN

C. PROPOSED BUSINESS PLAN

1. The Applicant has attached a copy of its Operating Projections for Years 1-3 showing the expected production capacity, including the ability of the Applicant to expand capacity within the approved production facility (attached as Exhibit 1). The facility contains more than 33,000 square feet of available space, but we anticipate utilizing 10,000 square feet in the initial year of operation.

We have provided for flowering room totaling 10,000 square feet with the ability to expand up to as much as 17,500 square feet of total flowering space. This includes clone, mother and veg space starting at 6,500 square feet which can be expanded based upon demand to 9,000 square feet. We will divide the 10,000 square feet into quadrants of 2,500 square feet to meet the minimum production requirements based on current patient population. While 75 1000kw lights per 2,500 square feet can typically yield between 100-150 pounds of marijuana quarterly, we assume that the first few grow cycles will not be the best yielding due to environmental and technical conditions. We anticipate needing less than 5,000 square feet of flowering room inside for Year One. However, pain patients typically need indica cannabis from plants that do not yield as much as hybrid and sativa varieties.

C. PROPOSED BUSINESS PLAN (continued)

a. During the first year of operation, the Applicant intends to offer a variety of marijuana products, including the following:

- Indica strains – We anticipate that indica strains will constitute approximately half of our production in the first year of operation. This product is used for pain relief and to alleviate nausea, insomnia, and suppressed appetite.
- Hybrid variety - We will also produce at least one hybrid variety for a more functional application in comparison to indica strains. This variety is typically better for people experiencing Post Traumatic Stress Disorder who are looking for everyday functionality.
- Edibles – We anticipate that our edibles program will consist of various baked goods, chews and chocolates.
- Concentrates - We also intend to introduce our concentrates program for patients that prefer alternative absorption methods other than eating and smoking cannabis. This is preferred by patients experiencing the most pain typically as it is a concentrated dosage.
- Cannabis - Will be distributed in vacuum sealed packages inside a lockable security bin containing a maximum of 25, 1 pound vacuum sealed bags.

Packaging and Labeling

Samples of the Applicant's proposed packaging and labeling are included (See Exhibit C-2, below).

- All of our packaging and labeling will comply with Sec. 21a-408-56 of Connecticut state regulations.
- We will package no more than a one month supply of cannabis in each packaging item.
- Any product containing medical cannabis will be packaged in a child-resistant and light resistant package.
- We will label each medical cannabis prior to sale of any dispensary.

- These labels will contain the name and address of our producer, The brand name of the medical cannabis, a unique serial number that matches the medical cannabis product to the producer.
- Labels will also include: the date and time of final testing and packaging, the expiration date, the quantity of medical cannabis contained within, a Terpenes profile and a list of all active ingredients, and a pass fail rating from the laboratory.



MEDICAL CANNABIS
Connecticut



Strain: Ocean Blue **Grams:** _____

Indica
 Hybrid
 Sativa

Medication in this packet distributed in compliance with Connecticut Law.

Product Profile		Safety Screen	
THC	13.10%	Microbiological	Pass
THCA	0.53%	Mycotoxins	Pass
CBD	7.20%	Heavy Metals	Pass
CBDA	0.42%	Chemical Residue	Pass
Active Ingredients:			

Produced by New Wellness Center
 158 Commerce St • East Haven, CT 06512
 Serial No. AB 13244
 Testing Date: 01-08-2013 Packaging Date: 01-09-2013

FOR MEDICAL USE ONLY
KEEP OUT OF REACH OF CHILDREN

Exhibit C-2

C. PROPOSED BUSINESS PLAN (continued)

b. Security is paramount to the success of our business. Security will be provided by Canna Security America, in conjunction with Protection One Security Solutions, Kolram Access Services and/or Metroguard. Canna Security America is an industry leader providing security specifically tailored to the medical marijuana industry. Utilizing a security system specifically designed and tailored for the facility by Canna Security America (see Exhibit C-2b, attached) in addition to the following security process and features, the Applicant will ensure that access to the premises is limited only to employees:

- Security Guard - A security guard will be present on the grounds seven days a week. These services will be Metroguard Security Services Inc. Metroguard affords a proactive approach to building and plant security, including periodic security checks (interior) and on-premises patrols (exterior)
- Security Cameras - The facility entrance door will have two cameras; one for a wide angle and another for facial recognition. Cameras will be monitoring all employees from the moment they enter the premises. Those cameras will have a manager actively monitoring them internally on a scheduled shift rotation.
- Perimeter Fencing and Gates - The entire premises will be enclosed by 12-foot high wrought iron slate fences. There will be two separate, gated entrances located in the front and rear of the building. The only entrance into the proposed production facility will be through the rear, employees-only access gates. An employee parking lot will be located in the rear near the monitored production facility entrance doors.

Since the building will be subdivided, with the front of the building (currently used as office space) potentially being used as the future site of a State-approved dispensary and health and wellness center, the Applicant anticipates that there will be a separate, gated entrance in the front. The entire forward area will be partitioned with cinder block walls. The front entrance to the facility would have two gates which remain open during regular business hours. Otherwise, the gates will be closed and locked.

- Welded and Reinforced Windows and Steel Door - Back and side windows will be welded shut, while front windows to be reinforced with steel bars. Each room will have steel doors, which are only accessible via qualified swipe card/ID badge (as described more fully below). There will be at least one camera in each room and two cameras for each door on both sides.

- Keypad and ID Badge Swipe Systems - Employees will be required to use their access card and ID badge to gain access into the building. Keypad and ID badge swipe systems will also be used to limit employee access within the facility. Once entrance is granted to the building, the employee must use their access card to enter any other rooms within the facility. Kolram is an acknowledged leader and innovator in facility access control services and security systems, including Card Access Systems, Keypads and ID Badging Swipe Systems, Video Security and Surveillance Solutions.

C. PROPOSED BUSINESS PLAN (continued)

c. To reduce off-site odors, the Applicant will use Sentry Air Systems Fume Extractors with Hepa Filters and Activated Carbon Filters. This system will be utilized more specifically as follows:

- Closed Loop System - We will use the Sentry Air Systems and filters in an enclosed loop system for the grow areas to reduce any potential airborne threats.

C. PROPOSED BUSINESS PLAN (continued)

e. Again, security is paramount to the success of our business. To prevent the diversion, theft or loss of marijuana, the Applicant will implement the following processes and controls:

- Pocketless Jumpsuits - All employees handling the product will be required to change into mandatory jumpsuits which do not provide pockets and open bottoms so no product can be hidden.
- Random Inspections - All employees are required to have manager approval and be subject to random inspection prior to leaving the facility.
- Camera Surveillance - All areas where product is present will have at least one camera to ensure full visibility of the entire space.
- Live Security Monitoring - There will always be a security officer or management member watching the cameras, we plan to assign shifts throughout the day to ensure monitoring.

D. PROPOSED MARKETING PLAN

Business Name: New Wellness Center
Location: 158 Commerce Street
East Haven, CT

They key components of the marketing program for the Company, as a producer of medical marijuana, will be education materials designed for the consumer. Because the Company will not be wholesaling their products, the consumer becomes the end user for the Producer. Therefore, the focus of marketing is on providing quality assurance and education for the end user.

The marketing materials include, but are not limited to:

- Index-size cards that illustrate and explain the various strains
- Tri-fold brochures about the different types of products –
Flowers
Concentrates
Edibles



MEDICAL CANNABIS
Connecticut



Strain: Ocean Blue Grams: _____

Indica Hybrid Sativa

Medication in this packet distributed in compliance with Connecticut Law.

Product Profile		Safety Screen	
THC	13.10%	Microbiological	Pass
THCA	0.53%	Mycotoxins	Pass
CBD	7.20%	Heavy Metals	Pass
CBDA	0.42%	Chemical Residue	Pass
Active Ingredients:			

Produced by New Wellness Center
158 Commerce St • East Haven, CT 06512

Serial No. AB 13244

Testing Date: 01-08-2013 Packaging Date: 01-09-2013

FOR MEDICAL USE ONLY
KEEP OUT OF REACH OF CHILDREN



Twist Top Concentrate label



Cannabis Rx Bag



Twist top concentrate



Canna Security AMERICA

CSA's security systems are designed to protect customers, employees and deter theft both internally and from outside threats. Our approach to designing a security system is to make a would-be attacker think twice about an attack by making the consequences of the attack outweigh the potential gain. A well planned security system is one that overlaps the elements of deterrence, access control, detection and response. CSA approaches every security system design with the basic elements of physical security outlined below.

- deter potential intruders (e.g. warning signs and perimeter markings)
- distinguish authorized from unauthorized people (e.g. using key cards/access badges)
- delay, frustrate and ideally prevent intrusion attempts
- detect intrusions and monitor/record intruders (e.g. intruder alarms and CCTV systems)
- trigger appropriate incident responses (e.g. by security guards and police)

CSA and its employees are required to understand the regulatory environment in each city, county and state that we operate in. We understand that each city, county and state faces unique challenges when dealing with cannabis-related businesses and their respective communities. Our experience in offering services in several states allows us to effectively and accurately consult our clients and ensure that we are meeting compliance regulations in their locale. In fact, we recommend to all of our clients and prospects to take every step necessary to become voluntarily compliant. The cost and effort it takes to meet the security regulations is very reasonable and helps show the regulatory commission as business owner(s), you're taking steps to make sure the appointed regulatory commission has full knowledge and confidence in your ability to properly address not only security, but all state regulations mandated. CSA is committed to ensuring all of our systems i.e. CCTV, alarm and access control will meet or exceed the CT Department of Consumer Protection's security requirements outlined in sections: **Sec. 21a-408-61, Sec. 21a-408-62, Sec. 21a-408-63 of the State of Connecticut Regulation of the Department of Consumer Protection concerning Palliative use of Marijuana.**

System Specs:

CCTV System:

- *DVR:* Speco RS (we offer other approved DVRs, but the RS is cost-effective, secure and easy to use) - watermarked video recording is set for all recorded video. Settings allow for a visible time stamp to be displayed on the video.
- *1TB hard drive* - allows for 30 days of storage.
- *Remote access software* – allows the user to view video from any internet connection on a pc, laptop, tablet and smartphone.
- *Lock box w/ DVR log* – DVR secured with limited access to keys. All authorized staff (including CSA personnel) are required to log activity when accessing the DVR for any reason.



Canna Security AMERICA

- *Interior and exterior cameras* - 550 tvl (700 x 480 resolution) ensures the quality of the images is clear and subjects are identifiable. All of our cameras can operate in low light and if necessary zero light conditions.
- *Digital video encoder* – allows for 72 hour offsite video backup of DVR and monitor camera. Used to verify someone who disables or steals the DVR.
- *Monitor* installed next to DVR with all camera views visible.
- *Public display monitor* – installed in the entrance or lobby of the facility so employees know they are on camera.
- *Commercial grade wire and supplies* – many security companies that don't understand the strict regulations and try to cut corners on the wire and supplies. CSA only uses commercial grade equipment, wire and systems to ensure the system meets code and is durable for use in a commercial environment. All cabling for camera transmission is unshielded twisted pair Category 5e or RG-59u cable coupled with low-voltage cable (Siamese cable.)

Camera Placement:

- Please see included *Security Floor Plan*

Alarm System:

- *System type:* Honeywell 128 BPE
- *GSMx 4G Cellular Antenna* – redundant communication device should an intruder cut the phone line; backup mechanism to communicate a triggered alarm using 4G cellular technology.
- *Siren and strobe* – external and internal.
- *Door sensors* – placed at all perimeter entrances and exits.
- *Glass break sensors* – placed on all perimeter windows.
- *Motion detector* – placed strategically within the facility to catch trigger alarm should any motion be detected.
- *Panic buttons w/ indicator lights* – the indicator lights are placed at the front register to allow an employee behind the counter to know the duress signal went through. We also suggest having one in an office or employee only common area to alert the rest of the staff of an incident. Each employee should also be equipped with a portable panic device.
- *Unique employee codes* – total connect sends open close reports so the owner/managers know who arms and disarms the alarm and when.
- *Duress codes* – should an employee be ambushed prior to opening a facility and asked to disarm the system they can enter a duress code that appears to disarm the system, but set off a silent alarm and notifies the proper authorities.
- *Smartphone apps* – remotely arm/disarm – text messages to notify when an alarm is armed and disarmed and/or triggered.
- *Alarm monitoring* – 24/7 alarm monitoring and response to triggered alarm



Canna Security AMERICA

- Cops Monitoring: EFN#: 1004170
- CSA will coordinate with Protection One in CT to provide the secondary alarm system and monitoring of the secondary alarm system.
 - The two systems will be linked together, should the primary system fail the secondary system will be utilized in the event of a breach.

Access Control:

Access control solutions help organizations ensure that employees always have access to their assigned areas at the appropriate times while protecting corporate information and property.

- Each employee can use his or her key card to access all authorized spaces that have electronic control
- Changes to access are made electronically and in real-time should you need to give access to a new employee or terminate card access in the case of resignation or termination.
- Event logs are automatically recorded allowing site managers to review who accessed which doors and the time of day the door(s) was accessed.
- Doors can be locked or unlocked remotely or on a predetermined schedule.

Biometrics:

Biometrics can be integrated into access control systems including technologies that measure and analyze human body characteristics, such as fingerprints, and hand measurements. These unique digital profiles can be used to provide an additional level of security by requiring secondary authentication.

Electronic Barriers & Perimeter Detection:

Electronic barriers, perimeter detection, and enforcement systems provide the greatest perimeter protection while allowing the proper flow of personnel traffic. Like other electronic security devices, they can be integrated into both access control systems and video management systems.



Canna Security AMERICA

Canna Security America (CSA):

Canna Security America (CSA) was founded in 2009 by President, Dan Williams, who identified a need for a security solutions provider geared specifically for the medical marijuana industry. Headquartered in Denver, Colorado, CSA is the country's premiere MMJ security solutions provider with system installations in over 300 facilities and maintains a 100% licensing approval rating.

CSA is the only security company in the country that exclusively provides services for the cannabis industry. We guarantee our products and services will meet state regulatory compliance. CSA provides a diversity of solutions, indoor/outdoor CCTV, alarm systems & monitoring, and consulting services to meet the evolving security challenges of the industry.

- CSA wrote the security regulations being used by the Department of Revenue in Colorado
- Over 300+ MMJ installations
 - All of our clients have met security compliance for their state and received licensing.
- Actively lobbying state legislators to adopt similar regulations similar to those in place in Colorado
- CSA has met with key legislators in Washington to push for functional regulation
- CSA is the nation's first (and only) security provider focused on the cannabis industry
- CSA provides diverse, creative and cost effective custom solutions to meet the security needs of each city/state serviced.
- Consult with clients to use video to improve operational efficiencies

Management Team

Daniel Williams (President/CEO)

- Founder 2009
- MMJ regulatory security standards consultant
- CO Department of Revenue 1284 rule-making (2009)
- Cannabis Enforcement Division (MMED) inspector training - July 2010
- Regulatory consultant for the Washington State Liquor Control Board (2013)
- Fortune 500 brand identity design
 - Fidelity Investments, Alliance Capital, Coca-Cola Bottling Co., Boehringer-Ingelheim, Taylor-made adidas, GE Capital Solutions, Pitney Bowes
- National service rollout, management, and standards
 - Chipotle Mexican Grill, iHop, Dunkin' Donuts, Boston Market, Legal Seafood, Captain D's, Pizza Hut



Canna Security AMERICA

- **Christopher Jensen (Director of Sales)**
 - o Business development lead
 - o Sales team leader
 - o Fortune 500 sales experience
 - GE Motors, GE Energy, GE Healthcare, Honeywell, Thermo-Fisher Scientific, Pitney Bowes, ADP
 - o New industry campaign initiatives
 - o National service rollout expertise
 - Same as above

- **Jerry Sandefur (Director of Operations)**
 - o Former senior Project Manager of Envysion Inc.
 - o New security technologies specialist
 - o Industry-based proprietary system design & production
 - o Installation, service, and systems coordinator



Canna Security AMERICA

Name	Jason Peltz
Date	11-13-13
Subject	Canna Security America (CSA)

Alarm Installation Company:

Canna Security America
4704 Harlan St. Suite 520
Denver, CO 80212
(888)929-4272

www.cannasecurity.com

Contacts:

Dan Williams
President
dwilliams@cannasecurity.com

Chris Jensen
Director of Sales
chris@cannasecurity.com

Alarm Monitoring Company:

COPS Monitoring

Phone #: 1-800-633-2677

EFN#: 1004170

Secondary Alarm Installation Company:

The company information is:
Protection One Security Solutions
262 Quarry Rd Suite J
Milford, CT 06460
(203) 882-6010 office
(203) 882-6020 fax

davescheets@protection1.com

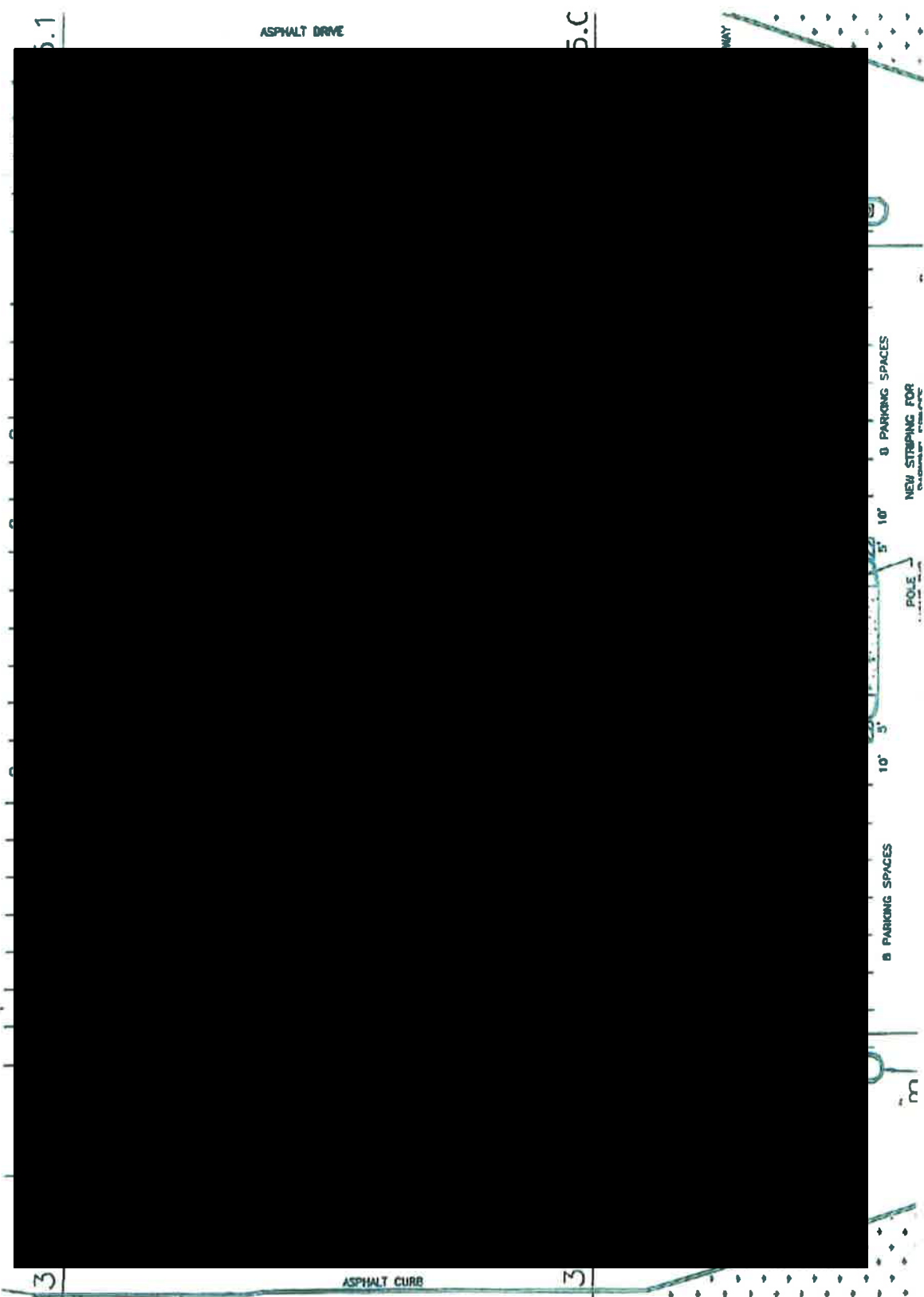
Canna Security America (CSA)
(720)536-5824



Canna Security AMERICA

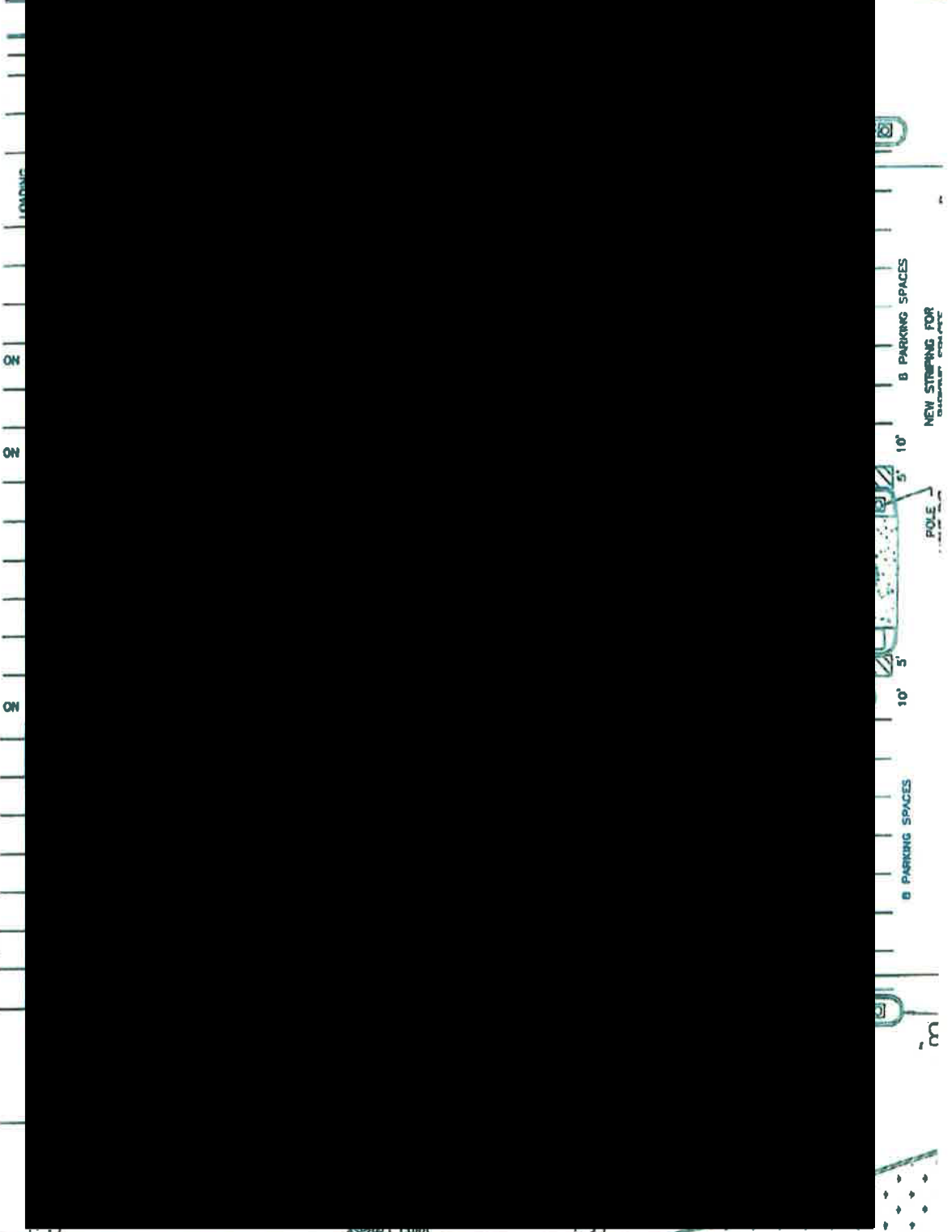
-  Interior Dome Cam
-  Vandal Resistant Dome Camera
-  Alarm Control Panel
-  Motion Detector
-  Siren
-  **DS (zone #)** Door Sensor
-  **GDS (zone #)** Garage Door Sensor
-  Keypad Access
-  Public View Monitor
-  Climate Alarm


(888)929-4272





Canna Security AMERICA



-  Interior Dome Cam
-  Vandal Resistant Dome Camera
-  Alarm Control Panel
-  Motion Detector
-  Siren
-  DS (zone #) Door Sensor
-  GDS (zone #) Garage Door Sensor
-  Keycard Access
-  Public View Monitor
-  Climate Alarm

(888)929-4272

D. PROPOSED MARKETING PLAN

**E. FINANCIAL STATEMENTS
AND
ORGANIZATIONAL STRUCTURE**

OPERATING AGREEMENT
of
158 COMMERCE STREET, LLC,
A Connecticut Limited Liability Company
Dated as of November 14, 2013

**OPERATING AGREEMENT
OF
158 COMMERCE STREET, LLC**

This **OPERATING AGREEMENT**, dated as of November 14, 2013, is by and among the Company, and the Members of the Company set forth on **Exhibit A** and such additional Persons as may in the future become Members or otherwise succeed to any of the membership interests in the Company.

RECITALS

The Members have agreed to organize and operate a limited liability company pursuant to the Connecticut Limited Liability Company Act (the "**Act**") and in accordance with the terms and conditions of this Agreement.

It is the intention of the Members that the Company shall be operated at all times in compliance with Sections 21a-408-1 to 21a-408-70 of the Regulations of Connecticut State Agencies related to the palliative use of marijuana.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Certain Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"**Act**" is defined in the Recitals hereto.

"**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Company Fiscal Year (or at such other time referred to in this Agreement), after giving effect to the following adjustments: (i) credit to such Capital Account such Member's Restoration Obligation; and (ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations. The foregoing definition of Adjusted Capital Account Deficit (including the computation of any Restoration Obligation) is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

"**Affiliate**" means, with respect to any specified Person, any other Person controlling, controlled by, or under common control with, such specified Person. For purposes of this definition, the terms "control," "controlling" and "controlled" mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the applicable Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this Operating Agreement of the Company, as it may be amended, restated, supplemented or otherwise modified from time to time.

“**Articles of Organization**” means the articles of organization of the Company to be filed pursuant to the Act with the Secretary of State of the State of Connecticut as of the date of this Agreement, as the same may be amended or restated from time to time.

“**Capital Account**” is defined in Section 5.3(a).

“**Capital Contribution**” means any contribution of cash, property or services to the Company or the obligation to contribute cash, property or services to the Company made by or on behalf of a Member.

“**Claims**” is defined in Section 9.2.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commissioner**” means the Commissioner of Consumer Protection of the State of Connecticut.

“**Company**” means 158 Commerce Street, LLC, as such name may be changed from time to time in accordance with the terms of this Agreement and the Controlling Regulations, or any successor thereto.

“**Company Minimum Gain**” means the minimum amount of gain that would be recognized by the Company for Federal income tax purposes if the Company disposed of property subject to non-recourse liabilities (that is, liabilities for which no Member bears the economic risk of loss pursuant to Treasury Regulation 1.752-1(a)(2)) in full satisfaction and for the amount thereof, computed in accordance with Treasury Regulation Section 1.704-2(d).

“**Confidential Information**” is defined in Section 11.1.

“**Controlling Regulations**” means Sections 21a-408-1 to 21a-408-70 of the Regulations of Connecticut State Agencies, and any other laws, statutes, rules, regulations and decrees of the State of Connecticut related to the palliative use of marijuana.

“**Covered Person**” is defined in Section 9.1.

“**Department of Consumer Protection**” means the Department of Consumer Protection of the State of Connecticut.

“**Distribution**” means a transfer of cash or property by the Company to a Member on account of such Member’s Interest, as further described in Article VI.

“**Event of Dissolution**” is defined in Section 8.1(a).

“**Fiscal Year**” is defined in Section 2.10.

“**Gross Asset Value**” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as reasonably determined by the Managers;

(ii) the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as reasonably determined by the Managers, as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (B) the Distribution by the Company to a Member of more than a *de minimis* amount of Company property as consideration for an interest in the Company; (C) the grant of more than a *de minimis* interest in the Company as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in such capacity or by a new Member acting in such capacity or in anticipation of being a Member; and (D) the liquidation of the Company within the meaning of Tax Regulation Section 1.704-1(b)(2)(ii)(g); *provided*, that the adjustments pursuant to subclauses (A) and (B) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) the Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of Distribution, as reasonably determined by the Managers; and

(iv) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Tax Regulations; *provided*, that Gross Asset Values shall not be adjusted pursuant to this clause (iv) to the extent the Managers reasonably determines that an adjustment pursuant to clause (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clause (i), (ii) or (iv) of this definition, such Gross Asset Value shall thereafter be adjusted by any depreciation taken into account with respect to such asset for purposes of computing Net Profits or Net Losses.

“**Indemnified Person**” is defined in Section 9.2.

“**Interest**” means a Person’s share of the Net Profits and Net Losses of, and the right to make contributions to and receive distributions from, and to receive allocations of income, gain, loss, deduction and credit from, the Company, and, subject to Section 4.1, such Person’s right to participate in the management and affairs of the Company, including the right to vote on, consent

to or otherwise participate in any decision by the Members or otherwise with respect to the management of the Company.

“Liquidation Event” means (i) a merger or consolidation to which the Company is a party (other than one in which the Members of the Company prior to the event own a majority of the voting power of the outstanding equity interests of the surviving or resulting Person), (ii) a sale, lease or transfer or other disposition of all or substantially all of the assets of the Company, in a single transaction or series of related transactions, (iii) the sale, exchange or transfer by the Members of voting control with respect to the Company (other than to Affiliates of the Company), in a single transaction or series of related transactions, or (iv) a decision approved by the Members to liquidate the Company.

“Manager(s)” means the Person or Persons designated herein or subsequently elected or appointed as the manager or managers of the Company in accordance with the provisions of this Agreement.

“Member” means, each Person identified as a Member in **Exhibit A** hereto and each additional Person who is admitted as a Member of the Company in accordance with the terms hereof and the Controlling Regulations.

“Member Nonrecourse Debt” has the same meaning as “partner nonrecourse debt” as set forth in Section 1.704-2(b)(4) of the Regulations.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

“Member Nonrecourse Deductions” has the same meaning as “partner nonrecourse deductions” as set forth in Section 1.704-2(i)(2) of the Regulations.

“Net Profits” or **“Net Losses”** means, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such Fiscal Year or period, determined in accordance with Section 703(a) of the Code (for this purposes, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(i) any income of the Company that is exempt from tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be added to, or subtracted from, such taxable income or loss;

(ii) any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Tax Regulations, and not otherwise taken into account in computing Net Profits or Net Losses, shall be subtracted from such taxable income or loss;

(iii) in the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits or Net Losses;

(iv) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or 743(b) of the Code is required pursuant to Tax Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of an Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses; and

(vi) notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 6.3 shall not be taken into account in computing Net Profits or Net Losses.

“Nonrecourse Deductions” is defined in Section 1.704-2(b)(1) of the Regulations.

“Nonrecourse Liability” is defined in Section 1.704-2(b)(3) of the Regulations.

“Percentage Interest” means, with respect to a Member as of the time in question, such Member’s Percentage Interest as set forth in **Exhibit A** hereto, or subject to the Controlling Regulations, as otherwise agreed in writing between such Member and the Company.

“Permitted Transferee” is defined in Section 7.2.

“Person” means any natural person, trust, estate, corporation, partnership, limited liability company or any other incorporated or unincorporated entity permitted to be a member of a limited liability company under the Act.

“Regulatory Allocations” is defined in Section 6.3(d).

“Required Majority” means, as of the time in question, a Member or Members holding Percentage Interests in excess of 50%; or Managers constituting in excess of 50% of the number of Managers, as the case may be.

“Restoration Obligation” means, with respect to any Member as of the end of a Company Fiscal Year (or at such other time referred to in this Agreement), the sum of the following amounts: (i) the amount, if any, which such Member is obligated or deemed obligated to restore to the Company (whether by operation of state or local law, loan guarantees,

indemnification agreements or otherwise); plus (ii) such Member's share (if any) of the Company Minimum Gain as determined at that time under Section 1.704-2(g)(1) of the Treasury Regulations; plus (iii) such Member's share (if any) of the Company's Member Nonrecourse Debt Minimum Gain as determined at that time under Section 1.704-2(i)(5) of the Treasury Regulations.

"Supermajority Approval" means, as of the time in question, a Member or Members holding Percentage Interests in excess of 75%; or Managers constituting in excess of 75% of the number of Managers, as the case may be

"Tax Matters Member" is defined in Section 10.1.

"Tax Regulations" means, except where the context indicates otherwise, the final and temporary regulations of the Department of the Treasury promulgated under the Code.

Section 1.2. Certain Interpretational Matters. Any agreement, instrument or statutory or regulatory provision referred to herein or in any agreement or instrument referred to herein means such agreement, instrument or provision as it may be amended, restated, supplemented and/or otherwise modified from time to time, including (in the case of statutory and regulatory provisions) by succession of comparable successor statutes. The words "include," "includes" and "including" shall not limit the generality of the terms preceding such words. All references in this Agreement to Articles, Sections and Schedules shall be deemed references to the Articles and Sections of, and Schedules to, this Agreement, unless stated otherwise. Words such as "herein," "hereof," "hereby" and "hereunder" refer to this Agreement as a whole, and not to any specific provision, unless expressly stated otherwise. All pronouns used herein shall be deemed to mean or include the corresponding masculine, feminine and/or neuter forms, as dictated by the context. The captions and headings used in this Agreement are solely for purposes of convenience and shall not control or affect the meaning or construction of any provision hereof.

ARTICLE II FORMATION; CERTAIN ORGANIZATIONAL MATTERS

Section 2.1. Formation. The Company shall be formed as a Connecticut limited liability company pursuant to the Act by the filing of the Articles of Organization with the Secretary of State of the State of Connecticut. The Company and, if required, each Member, shall from time to time execute and file or cause to be executed and filed all other instruments, certificates, notices and documents, and shall do or cause to be done all such other acts and things, as the Managers request or as may otherwise be required in connection with the formation, valid existence, qualification, registration and, if and when appropriate, termination, of the Company under the laws of the State of Connecticut and any other applicable jurisdiction.

Section 2.2. Name. The name of the Company shall be "158 Commerce Street, LLC".

Section 2.3. Business Purposes. The Company is formed to engage in any lawful business for which limited liability companies may be formed under the Act.

Section 2.4. Powers. The Company shall possess and may exercise all of the powers and privileges granted by the Act or any other applicable law or this Agreement, together with

any powers incidental thereto, as are necessary, appropriate or convenient for the conduct, promotion or attainment of the purpose of the Company. The Company shall comply at all times with the Controlling Regulations.

Section 2.5. Term. The Company's existence commenced on the date of filing of the Articles of Organization in accordance with the Act, and, subject to the provisions of Article VIII, the Company shall have perpetual existence.

Section 2.6. Principal Place of Business. The Company's principal place of business is intended to be 158 Commerce Street, East Haven, CT 06512 upon the negotiation of a lease agreement or acquisition of title thereto, or at such other locations as may be determined by the Managers in accordance with the Controlling Regulations.

Section 2.7. Registered Agent. The Company's registered agent for service of process shall be Corporation Service Company, having a business address at 50 Weston Street, Hartford, Connecticut 06120-1537, *provided, however*, that the Managers may change the Company's registered office or registered agent at any time and from time to time.

Section 2.8. Title to Company Property. Legal title to all property of the Company shall be held, vested and conveyed in the Company's name, and no property of the Company shall be deemed to be owned by any Member individually. The Interests shall constitute personal property of the respective Members, as applicable.

Section 2.9. Members' Business Transactions with the Company. Each Member may lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the Company (subject to the applicable provisions of this Agreement and the Controlling Regulations) and, subject to applicable law, shall have the same rights and obligations with respect to any such matter as a Person that is not a Member.

Section 2.10. Fiscal Year. The fiscal year and tax year of the Company (the "**Fiscal Year**") shall end on December 31 of each year, or such other date as is determined by the Managers from time to time.

Section 2.11. Limited Liability Company. The Members acknowledge that the Company is a limited liability company and do not intend to form a partnership under the laws of the State of Connecticut or any other laws; *provided*, that, to the extent permitted by applicable law, neither the Company nor any Member shall take any position inconsistent with such treatment as a partnership for U.S. federal, state and local income tax purposes, unless otherwise determined by the Members.

ARTICLE III THE MEMBERS; MEMBERSHIP INTERESTS

Section 3.1. Members. The names and Percentage Interests of the Members as of the date hereof are set forth in Exhibit A. Subject to the Controlling Regulations, the Managers shall cause Exhibit A to be amended from time to time as necessary to reflect any changes to the information set forth therein, including upon the admission of any additional or substitute

Member or the transfer of an Interest. New Members may be admitted only in accordance with Article VII.

Section 3.2. Membership Interests. The rights, powers and privileges associated with the Interests are solely as set forth in this Agreement, in the Act and in the Controlling Regulations.

Section 3.3. No Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 3.4. Authority of Members. No Member (acting solely in its capacity as such) shall have the authority to bind the Company or any other Member to any third party with respect to any matter unless expressly authorized by the Managers (or as otherwise set forth in this Agreement) with respect to such action.

ARTICLE IV MANAGEMENT OF THE COMPANY

Section 4.1. Management by Managers.

(a) Subject to such matters as are expressly reserved hereunder or under the Act to the Members for approval or determination, the Company and all of its business and affairs shall be managed by and under the direction of one or more Managers (as set forth herein or as subsequently determined, in accordance with the provisions of this Agreement, the Act and the Controlling Regulations). The Managers shall have the authority to do any and all acts necessary, appropriate or convenient for the purposes of the Company, as set forth above. Any Manager may, but need not, be a Member. No Person may be appointed as a Manager other than in compliance with the Controlling Regulations. At any time that there is more than one Manager, any Manager, individually, is authorized to execute and deliver all documents and instruments and to take all other actions, in each case on behalf of the Company, as are necessary, appropriate or convenient to effect any action by the Company that is properly approved by the Managers (or as otherwise set forth in this Section 4) in accordance with the terms of this Agreement or, if applicable, the Act, and at such time any reference herein to the Manager shall be deemed to refer to the Managers, as appropriate.

(b) A Manager may resign at any time. Subject to Section 4.1(c), upon a Manager's resignation, removal (with or without cause), death or Permanent Disability, or upon an increase in the number of Managers, any election of a successor or additional Manager shall be by vote of the Members. If a Manager is also a Member, the termination of his or her service as a Manager for any reason shall not in any way affect his or her position as a Member or his or her Interest.

(c) The Articles of Organization named Daniel B. Smith as initial manager for purposes of formation. He has been removed as manager and has been replaced by the persons named in this section. From and after the effective date of this Agreement until otherwise

determined in accordance with this Agreement, the Company shall have five Managers, who shall be Sean Alvarado, Fame Cohen, Audrey Keany, Sean Tang and JPDBS LLC. Upon the death or Permanent Disability or removal (with or without cause) of a Manager, the Members may, subject to the Controlling Regulations, appoint a replacement Manager for such Person.

(d) The Managers may, but shall not be required to, hold meetings, which meetings shall be held at such times and places as the Managers shall determine. Any action that requires the approval or consent of the Managers under this Agreement or the Act may be taken if authorized by the written consent or consents of a Required Majority of Managers. In lieu of holding a meeting, the Managers may vote or otherwise take action by a written instrument indicating the consent or approval by all of the Managers. Any Manager may participate in a meeting of the Managers in person or by conference telephone or other telecommunications equipment that enables all Managers to participate in the proceedings simultaneously.

Section 4.2. Action Requiring Approval by the Members.

(a) Notwithstanding anything to the contrary herein or in the Act but subject at all times to the Controlling Regulations, the following actions and transactions by the Company require the prior Supermajority Approval of Members:

(i) the sale, exchange, transfer or other disposition of all or substantially all of the assets of the Company, in one or a series of related transactions, other than in the ordinary course of business;

(ii) the merger or consolidation of the Company with another Person, or the conversion of the Company to another form of entity;

(iii) the Transfer of any Interest to any Person other than a Permitted Transferee, and the admission of any additional or substitute Member of the Company (regardless of whether a Permitted Transferee);

(iv) any change in the number of Managers (except as set forth in Section 4.1(c)), or the removal of any Manager or election of any successor or additional Manager, pursuant to Section 4.1(b);

(v) any amendment, restatement or supplement to this Agreement, (subject to Section 11.2);

(vi) the dissolution and winding up of the Company; and

(vii) any other action or transaction that, by the express terms of this Agreement or the Act, requires the approval or consent of the Members.

(b) Meetings of the Members may be called by the Managers or by the Members and shall be held upon at least three business days' notice of the time and place of such meeting given to each Member. Members' action may be taken only with the approval of Members holding a Required Majority. Notice of any such meeting may be waived by any Member before, during or after any meeting, and a Member's participation in a meeting shall be

deemed to constitute waiver of notice of the meeting. Any Member may participate in a meeting of Members in person or by conference telephone or other telecommunications equipment that enables all participants to participate in the proceedings simultaneously. Except as otherwise provided in this Agreement or the Act, the presence (including telephonically or electronically), of Members holding a majority of Interests shall constitute a quorum for the transaction of any business at such meeting.

(c) Any action that requires the approval or consent of any of the Members under this Agreement or the Act may be taken if authorized by the written consent or consents signed by Members holding a Required Majority. A copy of any such action taken by written consent of the Members shall be filed with the records of the Company.

Section 4.3. Officers. The Managers may elect at an annual Managers' meeting a Chairman of the Board, President & CEO, Treasurer and a Secretary, among other positions. The Managers may, in addition to the foregoing, elect or appoint one or more Vice Presidents, Controllers, Assistant Secretaries, Assistant Treasurers, Assistant Controllers and any other officers the election of which the Managers deem expedient or necessary from time to time. The duties of the officers of the Company shall be as are imposed by this Agreement and/or from time to time prescribed by the Managers. The initial officers of the company are Sean Alvarado, President & Chief Executive Officer; Sean Tang, Chief Operating Officer; Ryan Cole, Treasurer, and Chief Financial Officer; Fame Cohen, Chief Wellness Officer and Secretary; and Audrey Keany, Chief Research Officer. The duties of the Chairman, President & CEO, Chief Financial Officer and Secretary are as set forth below:

(a) Chairman. The Chairman should preside at meetings of Members and fill such other roles as may be requested by the Managers and as may otherwise be appropriate for the Chairman.

(b) President & CEO. It shall be the duty of the President to be the chief executive officer of the Company, and have general supervision over the business of the Company, subject to the control of the Managers. In general the President shall perform all duties as may from time to time be assigned, or specifically required to be performed by this Agreement, by the Managers, or by law.

(c) Chief Financial Officer. The Chief Financial Officer shall have custody of the funds of the Company and may endorse for collection, checks, notes, and other obligations and deposit the same to the credit of the Company in such depositories as the Managers may designate. The Chief Financial Officer shall be responsible for keeping accurate books of account of the Company's transactions which shall be the property of the Company and shall be subject at all times to the inspection and control of the Managers. The Chief Financial Officer shall also perform risk management functions and such other responsibilities as the Managers may designate.

(d) Secretary. Except to the extent inconsistent with the nature of a limited liability company or with this Agreement, the Secretary shall have the powers and responsibilities granted to the Secretary of a corporation pursuant to the Connecticut Business Corporation Law. It shall be the duty of the Secretary to act as Secretary of and keep the minutes

of all meetings of the Managers and of Members; to cause to be given notice of all meetings of the Managers and of Members; to have charge of the record of Members and also of other books, records, and papers of the Company relating to its organization as a Company and to see that the reports, statements, and other documents required by law are properly kept or filed; and in general to perform all the duties incident to the office of Secretary and such other duties as may from time to time be assigned to him or her by the Managers or by the chief executive officer. In the absence of the Secretary, an Assistant Secretary may perform the functions of the Secretary.

(e) Term of Office and Vacancies. Each of such officers shall serve for the term of one year or until a successor is duly elected and qualified, but any officer may be removed by the Managers at any time with or without cause and with or without notice by a resolution adopted by the affirmative vote of a majority of the Managers. Vacancies among the officers by reason of death, resignation, or other causes shall be filled for the unexpired term by the majority vote of the Managers in office, though the number of such Managers may constitute less than a quorum.

ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.1. Capital Contributions. The Members have made the Capital Contributions to the Company as are reflected in the Company's books. From time to time, the Members may determine that the Company requires capital and, upon agreement of all Members, one or more Members may make additional Capital Contributions in an amount or amounts agreed by the Members. Unless such additional Capital Contributions are made pro rata in accordance with the Percentage Interests of the Members, the Percentage Interests of each Member shall, subject to the Controlling Regulations, be adjusted such that such Member's Percentage Interest equals the percentage represented by the fraction, the numerator of which is the aggregate Capital Contributions of such Member and the denominator of which is the aggregate Capital Contributions of all Members. Subject to the foregoing, no Member shall at any time be required to make any additional Capital Contribution to the Company.

Section 5.2. Interest on Capital Contributions. No interest shall accrue on any Capital Contribution, and no Member shall have the right to withdraw or be repaid any Capital Contribution, except as expressly provided in this Agreement.

Section 5.3. Maintenance of Capital Accounts.

(a) There shall be established and maintained throughout the full term of the Company, in accordance with Tax Regulations Section 1.704-1(b), a capital account (a "**Capital Account**") for each Member. Each Member shall have only one Capital Account, regardless of the amount of Interests in the Company owned by such Member and regardless of the time or manner in which such Interests were acquired by such Member. Pursuant to the rules of Section 1.704-1(b)(2)(iv) of the Tax Regulations, the balance in each Member's Capital Account shall be:

(i) increased by the amount of money contributed by such Member to the capital of the Company and decreased by the amount of any cash Distribution to such Member pursuant to Article VI;

(ii) increased by the initial Gross Asset Value of property contributed by such Member to the capital of the Company pursuant to this Article V (net of all liabilities secured by such property that the Company is considered to assume or take subject to) and decreased by the Gross Asset Value of each item of property distributed to such Member by the Company pursuant to Article VI hereof (net of all liabilities secured by such property that such Member is considered to assume or take subject to);

(iii) increased by Net Profit or items of income or gain allocated to such Member pursuant to Article VI hereof;

(iv) decreased by Net Loss or items of loss or deduction allocated to such Member pursuant to Article VI hereof; and

(v) otherwise adjusted in accordance with the other Capital Account maintenance rules of Section 1.704-1(b)(2)(iv) of the Tax Regulations.

This Section 5.3 and the other provisions of this Agreement relating to the maintenance of capital accounts are intended to comply with Tax Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Tax Regulations.

ARTICLE VI ALLOCATIONS AND DISTRIBUTIONS

Section 6.1. Allocation of Net Profits and Net Losses.

(a) After giving effect to the special allocations set forth in Section 6.3, Net Profits and Net Losses and each item of income, gain, loss, deduction and credit thereof of the Company shall be determined for each Fiscal Year in accordance with the accounting method used by the Company for federal income tax purposes and shall be allocated among the Members ratably in proportion to their respective Percentage Interests.

(b) Notwithstanding the provisions of Section 6.1(a), the Net Loss allocated to a Member shall not exceed the maximum amount of Net Loss that can be so allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of such Fiscal Year. In the event that some, but not all, of the Members would have had Adjusted Capital Account Deficits as a consequence of any allocation of Net Loss under Section 6.1(a) (determined without regard to this Section 6.1(b)), the limitation set forth in this Section 6.1(b) shall be applied on a Member-by-Member basis so as to allocate the maximum permissible amount of Net Loss to each Member under Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations. All Net Loss in excess of the limitation set forth in this Section 6.1(b) shall be allocated to the Members who do not have Adjusted Capital Account Deficits, based on the manner in which they would share the economic risk of loss with respect to such Net Loss, determined by applying applicable Treasury Regulations to the provisions of this Agreement relating to Capital Contributions and Distributions, any loan agreements to which the Company is a party, and any other agreements which affect a Member's economic risk of loss for Company liabilities.

Section 6.2. Tax Allocations.

(a) Items of income, gain, loss, deduction and credit realized by the Company shall, for each Fiscal Year, be allocated, for federal, state and local income tax purposes, among the Members, and in the same manner as Net Profits or Net Losses were allocated pursuant to Section 6.1, subject, however, to any adjustment required to comply with the Code and Tax Regulations, including, without limitation, Section 704(c) of the Code and the Tax Regulations promulgated thereunder.

(b) Income, gains, losses and deductions, with respect to any property contributed to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its initial Gross Asset Value at the time of the contribution in accordance with Section 704(c) of the Code and the Tax Regulations promulgated thereunder. In the event the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value in Section 1.1, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Tax Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Manager in the exercise of its reasonable judgment. Allocations pursuant to this Section 6.2(b) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses or other items or distributions pursuant to any provision of this Agreement.

Section 6.3. Special Allocations. Notwithstanding the provisions of Article VI to the contrary, the following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Tax Regulations, notwithstanding any other provision of this Article VI, if there is a net decrease in Company Minimum Gain during any Company taxable year, each Member shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Tax Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Tax Regulations. This Section 6.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Tax Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Tax Regulations, notwithstanding any other provision of this Article IV, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company taxable year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Tax Regulations, shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt

Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Tax Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Tax Regulations. This Section 6.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Tax Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member which is not obligated to fully restore a deficit balance in its Capital Account upon liquidation unexpectedly receives any adjustments, allocations or distributions described in Tax Regulations Section 1.704-1(b)(2)(ii)(d)(4), Tax Regulations Section 1.704-1(b)(2)(ii)(d)(5), or Tax Regulations Section 1.704-1(b)(2)(ii)(d)(6), then items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Tax Regulations, the deficit balance in the Capital Account of such Member as quickly as possible, provided that an allocation pursuant to this Section 4.05(c) shall be made if and only to the extent that such Member would have a deficit in its Capital Account after all other allocations provided for in this Article VI have been tentatively made as if this Section 6.3(c) were not in the Agreement. This Section 6.3(c) is intended to constitute a qualified income offset within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any taxable year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Tax Regulations Section 1.704-2(i)(1).

(e) Nonrecourse Deductions. Any Nonrecourse Deductions shall be allocated among the Members in accordance with their respective Percentage Interests.

(f) Regulatory Allocations. The allocations pursuant to this Section 6.3 (the "Regulatory Allocations") are intended to comply with certain requirements of Tax Regulations Sections 1.704-1(b) and 1.704-2. The Regulatory Allocations may effect results that would not be consistent with the manner in which the Members intend to allocate Net Profits and Net Losses. Accordingly, the Members agree to allocate Net Profits, Net Losses, and other items among themselves so as to prevent the Regulatory Allocations from distorting the manner in which allocations would be made among the Members under Section 6.1 but for the application of the Regulatory Allocations. In general, the reallocation will be accomplished by specially allocating other Net Profits, Net Losses and items of income, gain, loss and deductions, to the extent they exist, among the Members so that the net amount of the Regulatory Allocations and the special allocations to each Member pursuant to this Section 6.3(f) is zero.

Section 6.4. Other Allocation Rules.

(a) In each Fiscal Year, Net Profits and Net Losses and each item of income, gain, loss, deduction and credit thereof shall be allocated as of the last day of such Fiscal Year.

(b) The Members hereby agree to be bound by the provisions of this Article VI in reporting their respective shares of items of Company income, gain, loss, deduction and credit.

(c) It is the intention of the Company that the allocations hereunder comply with the provisions of Section 704(b) of the Code and the Tax Regulations so that the allocations made hereunder will be deemed to have "substantial economic effect" as provided therein. To the extent special allocations of Net Profit or Net Loss are required to comply with the requirements thereof, and which are not otherwise provided for herein, such special allocations shall be made in the manner set forth in the Code and the Tax Regulations, as determined in good faith by the Managers. To the extent any such special allocations are made, subsequent allocations of Net Profit and Net Loss shall be made to offset any economic distortion caused by such special allocations, as determined by the Managers.

(d) If any Member contributes property to the Company with an initial Gross Asset Value different from its adjusted federal income tax basis in the hands of the Company, or if Company property is revalued pursuant to Section 1.704-1(b)(2)(iv)(f) of the Tax Regulations or as otherwise required by the Tax Regulations, Net Profits and Net Losses will be computed as if the initial adjusted basis for federal income tax purposes to the Company of such contributed or revalued property equaled its initial Gross Asset Value as of the date of contribution or revaluation. Credits or debits to Capital Accounts due to a revaluation of Company assets in accordance with Section 1.704-1(b)(2)(iv)(f) of the Tax Regulations, or due to a distribution of noncash assets, will be taken into account as gain or loss from the disposition of such assets for purposes of computing Net Profit and Net Loss.

Section 6.5. No Right to Demand Distributions. No Member shall have the right to withdraw capital or demand or receive Distributions of any amount in its Capital Account, except as may be expressly provided in this Agreement.

Section 6.6. Distributions of Available Cash. Distributions of Available Cash shall be made to the Members in accordance with their Percentage Interests.

Section 6.7. Distributions Upon a Liquidation Event. Upon the occurrence of a Liquidation Event the proceeds thereof shall be applied and distributed in accordance with the following:

(a) First, to the payment of all debts and liabilities owing to creditors and obligees of the Company, including, if applicable, any Member in its capacity as a creditor, and, if applicable, to the expenses of dissolution and liquidation;

(b) Second, to the establishment of such reserves as the Members, by Supermajority Approval, reasonably deem necessary or advisable for any contingent or unforeseen liabilities or obligations and winding up expenses of the Company; and

(c) Third, to the Members, *pro rata*, in accordance with their positive Capital Account balances.

Section 6.8. Tax Distributions. Subject to Section 6.9, prior to a Liquidation Event, to the extent that any Member is allocated taxable income from the Company as a result of it being a Member, the Company shall, in priority to distributions pursuant to Section 6.6 and within 90 days after the end of each taxable year, make distributions to the Members in amounts to be determined as set forth in the immediately following sentence. The amounts distributable pursuant to this Section 6.8 shall be the amounts necessary to enable the Members (or any Persons whose tax liability is determined by reference to the income of a Member) to discharge their U.S. federal, state, local and foreign income tax liabilities arising from the allocations made pursuant to this Article VI as reasonably determined by the Manager assuming that each Member is a taxable Person and subject to the maximum applicable federal, state, local and foreign income tax rates, and otherwise based on such reasonable assumptions as the Manager determines in good faith to be appropriate (including without limitation giving effect to prior year loss allocations); *provided*, that special allocations of items of income, gain, loss, deduction or credit of the Company, such as allocations pursuant to Section 704(c) of the Code and allocations resulting from an election under Section 754 of the Code, shall not be taken into account; and *provided, further*, that distributions to a Member pursuant to this Section 6.8 shall count against and reduce subsequent distributions to such Member pursuant to Section 6.6, and distributions to a Member pursuant to Section 6.6 during a particular year shall reduce distributions to which such Member is entitled with respect to such year pursuant to this Section 6.8.

Section 6.9. Restrictions on Distributions. Notwithstanding anything herein to the contrary, the Company shall not make a Distribution to any Member if such Distribution would violate or would cause the Company, any Member, or any of their respective Affiliates to violate the Act, the Controlling Regulations or any other applicable law, regulation or enforceable interpretation thereof. If any such Distribution shall be made to a Member, such Member shall return such Distribution to the Company within 30 days following the Company's demand therefor.

Section 6.10. Withholding. Notwithstanding any other provision of this Agreement, the Company is authorized to take any action that the Managers reasonably determine to be necessary or appropriate to cause the Company to comply with any foreign or U.S. federal, state or local withholding or composite tax payment requirement with respect to any allocation, payment or Distribution by the Company to any Member or other Person. All amounts so withheld or paid, and, in the manner determined by the Managers, amounts withheld or paid with respect to any allocation, payment or Distribution by any Member, shall be treated as distributions to the applicable Member under the applicable provisions of this Agreement, as the case may be. If any such withholding or composite tax payment requirement with respect to any Member exceeds the amount distributable to such Member under applicable provisions of this Agreement, or if any such withholding or composite tax payment requirement was not satisfied with respect to any amount previously allocated, paid or distributed to such Member, such Member and any successor or assignee with respect to such Member's Interest hereby indemnifies and agrees to hold harmless the other Members and the Company for such excess amount or such withholding requirement, as the case may be. Any amount so withheld by the

Company shall be promptly paid by the Company to the appropriate foreign or U.S. federal, state or local taxing authority.

Section 6.11. Allocations and Distributions in Respect of Interests Transferred.

(a) If any Interest in the Company or portion thereof is Transferred in accordance with the terms of this Agreement, or is increased or decreased by reason of the admission of a new Member or otherwise, during any Fiscal Year, Net Profits, Net Losses and each item of income, gain, loss, deduction or credit of the Company for such Fiscal Year shall be assigned *pro rata* to each day in the particular period of such Fiscal Year to which such item is attributable (*i.e.*, the day on or during which it is accrued or otherwise incurred), and the amount of each such item so assigned to any such day shall be allocated to the Member based upon its respective Percentage Interest at the close of such day. For the purpose of accounting convenience and simplicity, the Company may treat a Transfer of, or an increase or decrease in, a Percentage Interest that occurs at any time during a semi-monthly period (commencing with the semi-monthly period including the date hereof) as having been consummated on the first day of such semi-monthly period, regardless of when during such semi-monthly period such transfer, increase, or decrease actually occurs (*i.e.*, sales and dispositions made during the first 15 days of any month may be deemed to have been made on the first day of the month, and sales and dispositions thereafter may be deemed to have been made on the 16th day of the month).

(b) Distributions of Company assets in respect of Interests shall be made only to the Persons who, according to the books and records of the Company, are the holders of record of the Interests in respect of which such Distributions are made on the actual date of Distribution. Neither the Company nor any Member shall incur any liability for making Distributions in accordance with the provisions of the preceding sentence, regardless of whether the Company or the Member has knowledge or notice of any Transfer or purported Transfer of ownership of any Interest.

Section 6.12. Determinations by the Managers. All matters concerning the computation of Capital Accounts, determination of distributions, the allocation of items of Company income, gain, loss, deduction and expense for all purposes of this Agreement and the adoption of any accounting procedures not expressly provided for by the terms of this Agreement shall be determined by the Managers or in the exercise of their reasonable, good faith judgment and upon consultation with the Company's tax and, if necessary, legal advisers. Without in any way limiting the scope of the foregoing, if and to the extent that, for income tax purposes, any item of income, gain, loss, deduction or expense of any Member, or the Company, is constructively attributed to, respectively, the Company or any Member, or any contribution to or Distribution by the Company or any payment by any Member or the Company is recharacterized, the Managers may specially allocate items of Company income, gain, loss, deduction and expense and/or make correlative adjustments to the Members' Capital Accounts in a manner so that the net amount of income, gain, loss, deduction and expense realized by each relevant party (after taking into account such special allocations) and the net Capital Account balances of the Members (after taking into account such special allocations and adjustments) shall, as nearly as possible, be equal, respectively, to the amount of income, gain, loss, deduction and expense that would have been realized by each relevant party and the Members' Capital Account balances that would have existed if such attribution and/or recharacterization and the application of this

sentence of this Section 6.12 had not occurred. If the Managers (following consultation with the Company's tax and legal advisers) determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to effectuate their intended economic sharing arrangement, then each Member agrees to take such action as the Manager reasonably determines is required to effect such result.

Section 6.13. Limitation of Liability. Nothing contained in this Article VI shall be construed to make any Member liable for any actual cash losses of the Company.

Section 6.14. Negative Balance. No Member with a negative balance in his, her or its Capital Account shall be obligated to the Company, another Member or any third party to restore the amount of such negative balance.

ARTICLE VII TRANSFERS OF INTERESTS; ADDITIONAL MEMBERS

Section 7.1. Restriction on Transfers. Except as expressly provided in or contemplated by this Article VII, no Member may Transfer all or any portion of its Interest, without prior approval by the Managers and under the Controlling Regulations. Any Transfer of an Interest by a Member not made in compliance with this Article VII or that is not otherwise expressly required or contemplated by this Agreement shall be void and of no effect.

Section 7.2. Permitted Transfers. Prior to the consummation of any Transfer to any other Person who is not then a Member, the Company shall register the proposed transferee, on forms proscribed by the Commissioner, with the Department of Consumer Protection pursuant to the Controlling Regulations, and pay the accompanying registration fee set forth therein, and the Transfer shall otherwise comply with all provisions of the Controlling Regulations. Without any approval or consent by the Members or the Managers, a Member may Transfer all or any portion of its Interest to: (i) any other Person who is then a Member, in which event the transferee Member shall succeed to the transferred Interest in the capacity of a Member; (ii) an Affiliate of such Member; or (iii) a beneficiary pursuant to intestacy laws or to a trust for the benefit of such Member or such Member's spouse, child or grandchild. A transferee of an Interest or portion thereof described in this Section 7.2 is referred to in this Agreement as a "**Permitted Transferee.**" Upon the consummation of any Transfer, whether to a Person who is not then a Member, the Company shall report the change of percentage ownership to the Commissioner as required under the Controlling Regulations.

Section 7.3. Admission of Additional Members.

(a) No Person (other than a Permitted Transferee described in clause (i) of Section 7.2) shall be or have any right as a Member of the Company unless and until such Person (i) is first registered by the Company, on forms proscribed by the Commissioner, with the Department of Consumer Protection pursuant to the Controlling Regulations, and the Company shall have paid the accompanying registration fee set forth therein, and (ii) is admitted as a Member in accordance with this Section 7.3. An additional or substitute Member shall be admitted to the Company only upon the satisfaction of the following conditions:

(i) Such admission shall have been first registered by the Company, on forms proscribed by the Commissioner, with the Department of Consumer Protection pursuant to the Controlling Regulations, and the Company shall have paid the accompanying registration fee set forth therein, and the Transfer shall otherwise comply with all provisions of the Controlling Regulations;

(ii) such admission shall have been approved by the Managers;

(iii) the proposed transferor and transferee shall have duly executed and delivered to the Company such instruments of conveyance as may be necessary or appropriate, in the Managers' opinion, to effect such Transfer and to confirm the agreement of the transferee's agreement to be bound by all provisions of this Agreement, including without limitation an appropriate counterpart or joinder to this Agreement (as this Agreement may be modified in conjunction with such Transfer);

(iv) if requested by the Managers, the transferor shall have provided to the Company an opinion of counsel, which counsel and opinion shall be satisfactory to the Manager, that (A) the Transfer will not cause the Company to terminate for federal income tax purposes, (B) the Transfer will not cause the Company to be characterized as other than a partnership for federal income tax purposes, (C) the Transfer will not result in the Company becoming subject to the Investment Company Act of 1940, 15 U.S.C. § 80a-1 *et seq.*, and (D) the Transfer will not violate the Controlling Regulations;

(v) the transferor and transferee shall have provided to the Company the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Interest or portion transferred and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns; it being understood that the Company shall not be required to make any Distribution otherwise contemplated in this Agreement with respect to any transferred Interest until the Company has received such information; and

(vi) either (A) the Interest transferred shall have been registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (B) if requested by the Manager, the transferor shall have provided to the Company an opinion of counsel, which counsel and opinion shall be satisfactory to the Manager, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the transfer of securities.

(b) A Permitted Transferee that is not admitted as a Member of the Company in accordance with Section 7.3(a) shall not, notwithstanding any other provision of this Agreement, be entitled to enjoy and exercise any economic, voting, approval or management rights otherwise associated with the Interest that may have been purported to have been transferred. No new Member admitted to the Company shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company.

(c) Any Person admitted as a Member in accordance with this Section 7.3 shall have all the rights and obligations of a Member hereunder, effective from and after the date of admission as a Member in accordance with this Section 7.3.

Section 7.4. Liquidation Events. The Company shall not consummate a Liquidation Event without prior compliance with the Controlling Regulations, including the prior registration of any parties thereto by the Company, on forms proscribed by the Commissioner, with the Department of Consumer Protection pursuant to the Controlling Regulations, and the payment by the Company of the accompanying registration fee set forth therein.

ARTICLE VIII DISSOLUTION AND LIQUIDATION

Section 8.1. Dissolution.

(a) Notwithstanding any other provision of this Agreement, the Company shall be dissolved and its properties and other assets liquidated and the proceeds therefrom distributed in the manner and order provided for in Section 8.2, upon the first to occur of any of the following events (each, an “**Event of Dissolution**”):

- (i) the determination by the Members that the Company shall be dissolved;
- (ii) the sale, exchange or other disposition of all or substantially all of the Company’s assets; or
- (iii) a judicial dissolution of the Company pursuant to the Act.

(b) Except as set forth in Section 8.1(a), no other event, including the withdrawal, bankruptcy, insolvency, liquidation, dissolution, resignation, expulsion, death, incapacity or adjudication of incompetence of a Member, shall cause the dissolution of the Company.

Section 8.2. Liquidation. If an Event of Dissolution occurs, the Company shall be liquidated and its affairs shall be wound up. All proceeds from such liquidation shall be distributed or applied in accordance with Section 6.7.

Section 8.3. Final Accounting. In the event of the dissolution of the Company, prior to any liquidation, a proper accounting shall be made to the Members from the date of the last previous accounting to the date of dissolution.

Section 8.4. Cancellation of Certificate. Upon the completion of the distribution of the Company’s assets upon dissolution of the Company, the Company shall be terminated and the Manager shall cause to be executed and filed Articles of Dissolution in accordance with the Act.

ARTICLE IX EXCULPATION, INDEMNIFICATION AND EXPENSES

Section 9.1. Exculpation. Notwithstanding any other provision of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither any Member, or any officer, director, stockholder, partner, trustee, member, manager, beneficiary, employee, consultant, agent or successor of any Member, nor any Manager, officer or employee of the Company or any of its Affiliates in such capacity (each of the foregoing, individually, a “**Covered Person**”), shall be liable to the Company or any other Person for any act or omission relating to the Company and the conduct of its business, this Agreement, any related document or any transaction contemplated hereby or thereby that was taken or omitted in good faith by such Covered Person and in the reasonable belief that such act or omission was in, or was not contrary to, the Company’s best interests, provided that such act or omission does not constitute, and did not result from an act or omission involving, fraud, willful misconduct or recklessness by such Covered Person.

Section 9.2. Indemnification. To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless each Member, Manager and officer of the Company and each officer, director, stockholder, partner, trustee, member, manager, beneficiary, employee, consultant, agent and successor of any such Member, Manager or officer (each of the foregoing, for purposes of this Section 9.2, an “**Indemnified Person**”) from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts (including reasonable attorney’s fees) arising from any and all actions, suits or proceedings, whether civil, criminal, administrative or investigative (“**Claims**”), in which such Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or any entity in which the Company has a direct or indirect investment, and their respective properties, businesses or affairs. Notwithstanding the foregoing, an Indemnified Person shall not be entitled to indemnification under this Section 9.2 with respect to any Claim in connection with which such Indemnified Person engaged or engages in fraud, willful misconduct or recklessness. Expenses incurred by an Indemnified Person in investigating or defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon the Company’s receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it is ultimately determined that such Indemnified Person is not entitled to indemnification pursuant to this Section 9.2.

Section 9.3. Amendments to Article IX. Notwithstanding anything to the contrary in this Agreement, no repeal or modification of this Article IX shall adversely affect any rights of any Covered Person or Indemnified Person pursuant to this Article IX, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE X TAX MATTERS; BOOKS AND RECORDS

Section 10.1. Federal Tax Matters. Ryan Cole is hereby appointed as the tax matters member, who shall be considered the tax matters partner for purposes of Section 6231 of the Code (the “**Tax Matters Member**”). The Tax Matters Member shall cause to be prepared and shall sign or cause to be signed all tax returns of the Company; shall make or cause to be made any tax elections for the Company allowed under the Code or the tax laws of any state or other

jurisdiction having taxing jurisdiction over the Company; and shall monitor directly or indirectly any governmental tax authority in any audit that such authority may conduct with respect to the Company. Upon Ryan Cole's resignation as the Tax Matters Member or if Ryan Cole ceases to be a Member of the Company, a successor Tax Matters Member shall be appointed by the Members.

Section 10.2. Certain Books and Records. The Company shall keep at its principal place of business the following records: (i) a current list of the full name and last known business, residence or mailing address of each then current Member; (ii) a copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed; (iii) copies of the Company's federal, state and local income tax returns and financial statements for the six most recent fiscal years (or, if shorter, for the period of the Company's existence) or, if such returns and statements were not prepared for any reason, copies of the information and statements provided to the Members to enable them to prepare their federal, state and local income tax returns for such period; (iv) a copy of this Agreement and all amendments and restatements hereof; and (v) such other documents and information as the Company is required to maintain pursuant to the Act. Upon reasonable prior written request of a Member submitted to the Manager, such Member shall have the right, during ordinary business hours, to inspect and copy any of the items set forth in this Section 10.3 at the Company's expense.

ARTICLE XI MISCELLANEOUS

Section 11.1. Confidentiality. Each Member acknowledges that in the course of its affiliation with the Company and its Affiliates, both before and after the date of this Agreement, it has had or may receive access to certain trade secrets, know-how and other confidential or proprietary data, information and materials of or concerning the Company, its predecessors and Affiliates and their respective assets and businesses (collectively, "Confidential Information"). Confidential Information includes the terms of this Agreement and any other agreement between any Member or any of its Affiliates and the Company. Each Member agrees to hold in confidence and to not disclose or use any Confidential Information for its own purposes or benefit, or for any purpose other than in furtherance of the Company's business and interests in its capacity as a service provider to the Company or a Manager or agent of the Company, or as expressly authorized by the Managers; provided that a Member may disclose Confidential Information pursuant to any judicial or regulatory order or decree or otherwise as required by law. The foregoing shall cease to apply to any Confidential Information that becomes generally available to the public other than through an unauthorized disclosure by any Member or any other Person. The requirements of this provision shall survive and continue to be binding on each Member notwithstanding any amendment, restatement or termination of this Agreement in its entirety or, with respect to such Member, such Member's ceasing to be a Member of or hold any interest in the Company or to have any other relationship with the Company.

Section 11.2. Amendments. This Agreement may be amended only upon approval by the Members; *provided*, that notwithstanding the foregoing but subject to any obligation under the Controlling Regulations to notify the Commissioner of a change in ownership, the Managers shall be entitled to adopt any amendment necessary to effect any correction or change to the

information contained in Exhibit A or to reflect any Transfer of an Interest effected in accordance with the terms of this Agreement.

Section 11.3. Notices. All notices to be given to the Company or any Member in connection with this Agreement shall be in writing and shall be delivered to the Company, at its principal place of business, or to the applicable Member at its address set forth in Schedule A to this Agreement, or such other address as such Member shall have provided to the Company and the other parties hereto in writing. All such notices shall be hand delivered, sent by reputable overnight courier service or by registered or certified U.S. first-class mail, with return receipt requested and all postage and fees prepaid, or by facsimile, and such notices shall be deemed effective upon actual receipt by the addressee.

Section 11.4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CONNECTICUT, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES.

Section 11.5. No Third Party Beneficiaries. Except as otherwise expressly provided herein, the covenants, agreements and other provisions contained in this Agreement are for the sole benefit of the parties hereto and their permitted successors and assigns, and they shall not be construed as conferring, and are not intended to confer, any rights, remedies or other benefits hereunder on any other Persons.

Section 11.6. Severability. If any provision of this Agreement is determined by a court or other tribunal to be illegal or unenforceable for any reason, such provision shall be deemed modified solely to the extent necessary to render such provision enforceable and in a manner designed to effect, to the maximum extent possible, the intent of the parties as expressed in the original provision. The invalidity or unenforceability of any provision of this Agreement in any instance or in any jurisdiction shall not affect the validity, legality or enforceability of such provision in any other instance or in any other jurisdiction, or the validity, legality or enforceability of the remainder of this Agreement, it being the parties' intent that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

Section 11.7. Entire Agreement. This Agreement (including any joinder agreement hereto and any other instrument by which a Person may hereafter agree to be bound by the terms hereof, as of the date of such agreement or instrument) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, commitments, representations and understanding, oral and written, between or among any of the parties hereto with respect to the subject matter hereof.

Section 11.8. Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 11.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. Executed copies of this Agreement and all documents contemplated by this Agreement may be delivered via facsimile or other legible electronic means, and such electronic copies shall be as valid as the originals.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date set forth above.

158 Commerce Street, LLC

By: _____
Name: Sean Alvarado
Title: President and CEO

MEMBERS

Sean Alvarado

Fame Cohen

Audrey Keany

Sean Tang

JPDBS LLC

By: _____
Name: Ryan Cole
Title: Authorized Person

Exhibit A

Members; Percentage Interests

Members:

Percentage
Interest

Sean Alvarado
208-15 53rd Avenue
Bayside, NY 11364

Fame Cohen
2600 Netherland Avenue, Apt. 10B
Riverdale, NY 10463

JPDBS LLC
4 Wilton Road
Cold Spring Harbor, NY 11724

Audrey Keany
325 Cherry Street
Douglaston, NY 11363

Sean Tang
20 Mackay Way
Roslyn, NY 11576



Schedule A

Member Addresses

Sean Alvarado
208-15 53rd Avenue
Bayside, NY 11364

Fame Cohen
2600 Netherland Avenue, Apt. 10B
Riverdale, NY 10463

JPDBS LLC
4 Wilton Road
Cold Spring Harbor, NY 11724

Audrey Keany
325 Cherry Street
Douglaston, NY 11363

Sean Tang
20 Mackay Way
Roslyn, NY 11576



SECRETARY OF THE STATE OF

SECRETARY OF THE STATE
 CONNECTICUT SECRETARY OF THE STATE

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 100470, HARTFORD, CT 06115-0470
 DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106
 PHONE: 860-509-6003 WEBSITE: www.concord-sols.ct.gov

**ARTICLES OF ORGANIZATION
 LIMITED LIABILITY COMPANY - DOMESTIC**

C.G.S. §§34-120; 34-121

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: ADDRESS: CITY: STATE: ZIP:		FILING FEE: \$120 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED: (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.) 158 COMMERCE STREET, LLC		
2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED: ATTACH 8 1/2 X 11 SHEETS IF NECESSARY. To engage in any lawful act or activity for which limited liability companies may be formed under sections 34-100 to 34-242, inclusive, of the Connecticut Limited Liability Company Act.		
3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED: (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: Attention: Sean Tang 4-74 48th Avenue, Unit 18-A CITY: Long Island City STATE: NY ZIP: 11109		
4. MAILING ADDRESS, IF DIFFERENT THAN #3: PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: CITY: STATE: ZIP:		
5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED: (COMPLETE A OR B NOT BOTH) <input type="checkbox"/> A. IF AGENT IS AN INDIVIDUAL. PRINT OR TYPE FULL LEGAL NAME:		
BUSINESS ADDRESS (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		CONNECTICUT RESIDENCE ADDRESS (P.O. BOX NOT ACCEPTABLE)
ADDRESS:		ADDRESS:
CITY:		CITY:
STATE:		STATE:
ZIP:		ZIP:
SIGNATURE ACCEPTING APPOINTMENT:		

SECRETARY OF THE STATE
 CONNECTICUT SECRETARY OF THE STATE

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

Corporation Service Company

CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)

ADDRESS: 50 Weston Street

CITY: Hartford

STATE: CT

ZIP: 06120-1537

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

By: Corporation Service Company

PRINT NAME & TITLE OF PERSON SIGNING:

Dawn Frantz, Asst. Secretary

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

NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
David B. Smith	Manager	4 Wilton Road Cold Spring Harbor NY 11724	4 Wilton Road Cold Spring Harbor NY 11724

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

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

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

DATED THIS 13th DAY OF November, 2013

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
Sean Tang	[Signature]

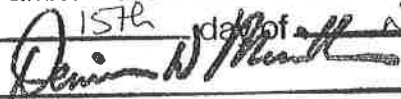
AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE
 EASILY FILED ONLINE @ www.conncorp-sots.ct.gov
 CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY
 POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.
 TAX PAYER SERVICE CENTER: (800) 352-9463 OR (860) 297-5963 OR GO TO www.ct.gov/drs

STATE OF CONNECTICUT }
OFFICE OF THE SECRETARY OF THE STATE } ss. HARTFORD

I hereby certify that this is a true copy of record
in this Office

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,

this 15th day of NOV A.D. 2013



SECRETARY OF THE STATE



SECRETARY OF THE STATE OF

SECRETARY OF THE STATE
 CONNECTICUT SECRETARY OF THE STATE

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 15470, HARTFORD, CT 06116-0470
 DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106
 PHONE: 860-509-6003 WEBSITE: www.concord-sols.ct.gov

**ARTICLES OF ORGANIZATION
 LIMITED LIABILITY COMPANY - DOMESTIC**

C.G.S. §§34-120; 34-121

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ADDRESS: CITY: STATE: ZIP:		ADDRESS: CITY: STATE: ZIP:
SIGNATURE ACCEPTING APPOINTMENT:		

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CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)

ADDRESS: 50 Weston Street

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SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

Corporation Service Company

By:

PRINT NAME & TITLE OF PERSON SIGNING:

Dawn Frantz, Asst. Secretary

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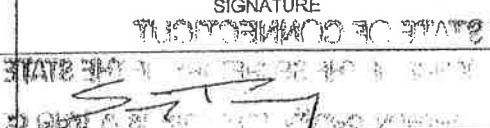
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DATED THIS 13th DAY OF November, 2013

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
Sean Tang	

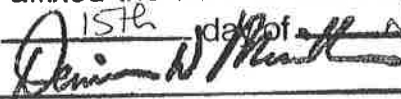
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TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5967 OR GO TO [WWW.CT.GOV/DRS](http://www.ct.gov/drs)

STATE OF CONNECTICUT }
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record
in this Office

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,

this 15th day of NOV A.D. 2013



SECRETARY OF THE STATE

Name	Duties	Compensation
Sean Alvarado	<ul style="list-style-type: none"> • Overall well being of the growing operation • Oversee the build out • Start the grow • Manage the grow • Develop implement operational procedures and protocols • Continue to educate locals/employees • 40hrs/week for 2 years 	10k/Month Salary 20% Vesting over 2 years
Fame Cohen	<ul style="list-style-type: none"> • CWO • Patient relations, customer service, Wellness center program development. • Quality Control • Secured the location and Property • Continue to drive the research goal of replacing prescription drugs with organic cannabis • Pledges 20hrs/week for 2 years 	2k/month Salary 30% Vesting over 2 years
Audrey Keany	<ul style="list-style-type: none"> • CWO • Patients relations, customer service • Continue to drive the research goal of replacing prescription drugs with organic cannabis • Head Chef • 20hrs/week 	2k/Month Salary 20% Vesting over 2 years

Sean Tang	<ul style="list-style-type: none"> • COO • Oversees the operation of the production as a whole. • Personally will oversee the security and make sure that it is imperfect working condition. • Working closely with the hands/growers • Provides and Inventory on a daily basis 	4k/Month Salary 10% Vesting over 2 years
Ryan Cole on behalf of JPDBS	<ul style="list-style-type: none"> • Treasurer • Daily P&L • Accounts receivable • Accounts payable • Inventory mgmt • banking • book keeping • Tax preparation • Surety guarantee • 40hrs/week 	4k/Month Salary 20% Vesting over 2 years

Name	Duties	Compensation
Sean Alvarado	<ul style="list-style-type: none"> • Overall well being of the growing operation • Oversee the build out • Start the grow • Manage the grow • Develop implement operational procedures and protocols • Continue to educate locals/employees • 40hrs/week for 2 years 	10k/Month Salary 20% Vesting over 2 years
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1040 US Individual Income Tax Returns
and Residential Income Tax Returns
submitted but not subject to FOI.

F. AGRICULTURAL AND PRODUCTION EXPERIENCE

Topicals

Accessories

- Brochures and booklets on the testing and process of growing so consumers are aware of the purity and safety of the product they will be consuming
- Labeling system that shows simply and clearly the product consumers are purchasing

E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE

See documents herein.

F. AGRICULTURAL AND PRODUCTION EXPERIENCE

1. The timeline for our medical growing operation is as follows: Pending approval, on January 1 2014, we will be sprouting 200 medical cannabis seeds. We will then refine the production by choosing the best 100 plants and vegetating them for a one month period. The next step in the process is the flowering stage. We will flower 100 plants for 60 days. When flowering stage is complete we will then harvest and cure the medical cannabis, taking around 2 weeks. After this time period the medical cannabis is ready for sale.

In regards to seeds and clones we will be using two EZ- clone machines, where we will have fluorescent lighting and T5 lights that run on a cycle simulating 18 hours of daylight and 6 hours of nighttime. When plants become big enough we will transfer them into a 2,500 sq ft room, this is where we will put them in a vegetative state and run 50, 1000 watt metal hi light bulbs simulating 18 hours of day time. Plants will be grown in a deep-water culture system. The nutrients we will be supplying our plants with will be purchased from a fully organic plant based nutrient system company called CANNA.

To begin the flowering process, we will change light bulbs from metal hi lights to high pressure sodium lights, running these lights for 12 hours a day. We will use the same brand of nutrients that we used in the vegetative state but a different formula. These plants will then continue to run in a deep-water culture for 60 days until harvest. To start the harvesting process we will cut down plants and trim their leaves with scissors. Plants will then be hung upside down on lines by their branches and left to dry for three days. When the drying process is complete, we will cure the medical cannabis to further make ready for wholesale.

Dry medical will be put into airtight containers. For the next two weeks we will slowly reduce the chlorophyll by opening and closing these containers daily. When this process is complete the pharmaceutical grade cannabis is ready for packaging and wholesale.

G. PRODUCT AND SITE SAFETY

G. PRODUCT AND SITE SAFETY

1. The Applicant's growing protocol will produce a plant free of mold, disease, heavy metals and other contaminants. All product will be grown free of any and all chemicals. Plants will be grown using the CANNA Coco product line of CANNA. Canna Coco is an environmentally friendly, all organic product based on coconut fibers (obtained from coconut husks). This product contains an extremely high proportion of useful microorganisms that combat root rot and other disease. We will use Sentry Air Systems Fume Extractors with Hepa Filters and Activated Carbon Filters in an enclosed loop system for the grow areas to reduce any potential airborne threats. Pairing the air filtration system with an industrial grade carbon water filtration system is expected to ensure the cleanest air and water, which are the most essential ingredients to aiding a grow are as toxin free as possible. We do not use any chemicals, this is a fully organic operation so there will be no chemical waste. We will install a minimum-maximum thermometer and hydrostat to test climate and control humidity at all times. The Applicant would like to become a certified organic grower of the product line.

G. PRODUCT AND SITE SAFETY (continued)

2. The Applicant will not expose its employees to unsafe chemicals or conditions. There are no harmful chemicals used in this operation. Everything used in production is fully organic. There is no water or nutrient waste due to the fact that the system contains all top watering in the industrial carbon water filtration system.

H. MARIJUANA TRANSPORT

H. PRODUCT TRANSPORTATION

1. The Applicant anticipates purchasing an armored truck to transport the palliative marijuana product, unless an armored truck provider is engaged as an authorized contractor for that purpose. The applicant has made inquiries with various service providers. We will hire a certified and licensed armed driver in the State of Connecticut to comply with armored delivery service truck requirements, as well as the laws and regulations within our industry as determined by the State.

I. BONUS POINTS

I. BONUS POINTS

1. Employee Working Environment Plan

Employees will be provided with long sleeve uniforms and protective eye-wear when necessary. Gloves will be worn when handling the product. Employees will have secure access ID cards, however very few (growers, hands and operations managers) having the highest level access to the growing area. We will install a Chemguard Foam Fire Suppression System, this insures that in the event of a fire(open flame or electrical) our system will be able to stop it from spreading beyond its initial area, provide safety in addition to protecting the people and product. We are adhering to all of the Occupational Health and Safety Administrations most recent guidelines. There will be sanitary eye wash stations for emergency purposes. A thorough and easily understandable code of conduct will be enforced throughout the business. We are willing to support continuing education through certificate programs at accredited institutions for employee position growth (i.e. treasurer could get CFA designation). Health care benefits will be provided via the Affordable Care Act. The Company will retain a 401k benefits manager and an annual defined contribution plan. Workers wages will start at \$20 hourly.

I. BONUS POINTS (continued)

2. Compassionate Needs Plan

- We will be targeting communities such as the Multiple Sclerosis community, the AIDS community and the Cancer community.
- One action that we will take to support Compassionate Needs will be monetary donations given to specific charities of our choice on a monthly basis.
- We intend to partner and coordinate with multiple health clinics and health centers around the area. Some of which include: Apt Foundation and Da Vita Inc.

I. BONUS POINTS (continued)

3. Research Plan

Cannabis can be a soothing alternative to other prescription drugs for depression, anxiety and pain. It is essential to have up to date research in order to properly satisfy customer's needs.

- Every month 30 customers will be randomly asked to fill out a survey with a series of questions. The questions will touch upon health history of the patient along with past treatment, comparing that to their current treatment and progression.
- By "tagging" our dispensary partners we will know who the individual patients using our medical cannabis are, what their medical conditions is, and how your body responded to the medical cannabis. This will alter the way we offer a strain in the future so to provide the best result.
- It is important to our company that we take all actions necessary to achieve the most potent strain of medical cannabis

I. BONUS POINTS (continued)

4. Community Benefits Plan

In an effort to give back to the community our production facility will hold a managerial vote every month for a specific charity organization that will be chosen as the recipient of all charity donations for that month.

- A percentage of each sale of a specified strain to a dispensary from that month will go to the chosen charity organization.
- We will be giving anywhere from \$300-\$500 a month. Maximum and minimum numbers need to be set as a limit for the first 6 months.
- We will also be providing transportation for one specific charity a month. We expect to have a nine seat, wheelchair accessible, van or bus to transport members of this charity to and from multiple locations. Not every person has a drivers license in and around our area, so we will provide service to pick you up and bring you to any reasonable destination that you would like, as well as drop you back off. Some locations we will offer service to will include airports, grocery stores, medical centers and other businesses of that nature.

I. BONUS POINTS (continued)

5. Substance Abuse Prevention Plan

If employees are found to be abusing any substances either before or during the course of their work, there is a zero tolerance policy. We will be actively monitoring employees over a closed circuit television system utilizing the best HD camera and DVR recording products available to assure the most robust surveillance measures. Our employees will volunteer at New Era Rehabilitation Center to help increase internal awareness amongst our staff of potential abuse instances.

I. BONUS POINTS (continued)

6. Environmental Plan

The products cultivated at this facility result produce zero waste. Everything used in the growing operation is 100% organic. Any items that need to be disposed (i.e. damaged lights) will be disposed in accordance with legal and environmentally proper standards. All byproducts of the plant are used for edibles and extractions. All watering is top water which will be absorbed by the soil and plant with no excess runoff. Additionally, there will be an enclosed industrial carbon water filtration system. Altus Power Management may provide us with a solar solution that reduces our need on power from the grid to keep our carbon footprint as small as possible. Altus is a leader in private investment in clean energy projects as well as renewable energy certificates. Altus has committed to two PPAs in the Connecticut area; Royal Flush (portable restrooms) and the Mystic Seaport Museum. Connecticut has the 2nd highest energy price per kWh in the country and with increasing future energy costs, this option will help us reduce our biggest expense for the long term.

COMMERCIAL LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and effective as of **November 15, 2013**

BETWEEN:

Masu Realty (the "Landlord"), a corporation organized and existing under the laws of the Branford, Connecticut, with its head office located at: 30 Thompson Road, Branford, CT.

AND:

158 Commerce Street, LLC (the "Tenant"), a corporation organized and existing under the laws of the State of Connecticut, with its head office located at:

4-74 48 Avenue #18A
Long Island City, NY 11109

1. 1. DESCRIPTION OF PREMISES

Landlord leases to Tenant the premises located at 158 Commerce Street, East Haven, CT 06512, and described more particularly as follows:

41,000 Square Foot Light Industrial Warehouse

1. 2. GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A" attached hereto and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

1. 3. LEASE TERM

- a. a. **Total Term of Lease:** The term of this Lease shall begin on the commencement date, as defined in Section b) of this Article 3, and shall terminate on November 15, 2015. **Lease to be on a "triple net" basis.**
- a. b. **Commencement Date:** The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased Premised, so long as such date is not in excess of 90 days subsequent to execution hereof.

a. 4. EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

a.

b.

c. **5. DETERMINATION OF RENT**

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

- a. a. Annual Rent: Annual rent for the term of the Lease shall be \$184,500, plus applicable sales tax.
- a. b. Payment of Yearly Rent: The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be \$15,375 on the first day of each and every calendar month during the term hereof, and pro-rata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.
- a. c. Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.
- a. d. A late fee in the amount of 10 % of lease payment due, or a minimum of \$1537.50 shall be assessed if payment is not postmarked or received by Landlord on or before the tenth day of each month.

a. **6. USE OF PROPERTY BY TENANT**

The Leased Premises may be occupied and used by Tenant exclusively as a Medical Marijuana Producer and Dispensary, to be known as a Commerce Street Wellness.

Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any Sub-Tenant, assignee, or licensee, which or who shall use the property for any other use.

a. **7. RESTRICTIONS ON USE**

Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

a. **8. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY**

Tenant shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

a. **9. DELAY IN DELIVERING POSSESSION**

This lease agreement shall not be rendered void or voidable by the inability of Landlord to deliver possession to Tenant on the date set forth in Section 3. Landlord shall not be liable to Tenant for any loss or damage suffered by reason of such a delay; provided, however, that Landlord does deliver possession no later than **March 31 2014**. In the event of a delay in delivering possession, the rent for the period of such delay will be deducted from the total rent due under this lease agreement. No extension of this lease

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Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within 90 days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

a. 13. Utilities

Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.


a. 14. OBLIGATIONS FOR REPAIRS

- a. **Landlord's Repairs:** Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of subtenants, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. ~~The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the first 3 months of the term hereof.~~ **The building is being leased on an as is basis.**



- a. b. **Tenant's Repairs:** The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors,
- ~~a. c. **Requirements of the Law:** The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section a) and c) of this Article; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense. All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Tenant, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section b) of this Article or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.~~
- a. d. **Tenant's Alterations:** The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.
- a. e. **Permits and Expenses:** Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.



a. 15. TENANT'S COVENANTS

Tenant covenants and agrees as follows:

- a. a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- a. b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- ii. c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

a. 16. INDEMNITY BY TENANT

The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than \$1,000,000 for injury or death from one accident and \$2,000,000 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancelable without 30 days prior written notice to Landlord.

a. 17. SIGNAGE

- a. a. **Exterior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.
- ii. b. **Interior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ii. 18. INSURANCE

- a. a. **Insurance Proceeds:** In the event of any damage to or destruction of the Leased

Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:

- i. i. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;
- i. ii. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
- i. iii. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

- a. b. **Subrogation:** Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.
- ii. c. **Contribution:** Tenant shall reimburse Landlord for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Landlord, at its sole and exclusive option, should select.

~~iii. 19. DAMAGE TO DEMISED PREMISES~~

- ~~i. a. **Abatement or Adjustment of Rent:** If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.~~
- ~~ii. b. **Repairs and Restoration:** Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore,~~



replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within [number] days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within [number] months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending [number] days written notice thereof to Landlord, or, in the alternative, Tenant may, during said [number] day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to [%] or more of the replacement cost, (exclusive of the land and foundations), this Lease, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within [number] days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

a. 20. CONDEMNATION

- a. a. Total Taking: If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.
- a. b. Partial Taking: If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by [%] or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises, then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within [number] days after Tenant shall receive notice of such taking, in the event of termination by Tenant of this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.
- a. c. Restoration: In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.
- b. d. The Award: All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such



compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personality and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

- ii. e. **Release:** In the event of any termination of this Lease as the result of the provisions of this Article 20, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

a. **21. LANDLORD'S REMEDIES**

In the event that:

- a. a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or
- ii. b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within 90 days of recordation thereof; or
- a. c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of 60 days after notice to Tenant in writing of such default (or if such default shall reasonably take more than 90 days to cure, Tenant shall not have commenced the same within the 60 days and diligently prosecuted the same to completion); or
- a. d. 90 days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:
 - a. i. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or
 - a. ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any,

of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

- a. iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or
- a. iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property there from, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefore. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or
- a. v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or
- b. vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or



a. vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

a. viii. Pursue such other remedies as are available at law or equity.

a. e. Landlord's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

a. 22. LANDLORD'S Self Help

If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within 10 days after notice from Landlord specifying the default (or if such default shall reasonably take more than [number] days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefore and save Landlord harmless there from. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

a. 23. TENANT'S Self Help

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within [number] days after notice from Tenant specifying the default (or if such default shall reasonably take more than [number] days to cure, and Landlord shall not have commenced the same within [number] days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore and save Tenant harmless there from. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefore be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefore.

a. 24. TITLE



- a. **a. Subordination:** Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:
- a. i. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder
 - a. ii. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of this Agreement, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article 24 means a mortgage securing a loan from a bank or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.
- a. **b. Quiet Enjoyment:** Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.
- a. **c. Zoning and Good Title:** Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant, Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefore by virtue of said zoning, under the doctrine of "non-conforming use", or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within [number] days after written request therefore by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate; provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.
- b. **d. Licenses:** It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefore; the Tenant shall promptly notify



Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

a. 25. EXTENSIONS/WAIVERS/DISPUTES

- a. a. **Extension Period:** Any extension hereof shall be subject to the provisions of Article c) hereof.
- a. b. **Holding Over:** In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. This will continue for a maximum of six (6) months. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated increased to \$20,500 per month and payable for the period of such occupancy.
- a. c. **Waivers:** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.
- a. d. **Disputes:** It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.
- a. e. **Tenant's Right to cure Landlord's Default:** In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might



affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.

- a. f. **Notices:** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

ii. 26. **PROPERTY DAMAGE**

- a. a. **Loss and Damage:** Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.
- a. b. **Force Majeure:** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

ii. 27. **Assignment and Subletting**

Under the terms and conditions hereunder, Tenant shall have the absolute right to transfer and assign this lease or to sublet all or any portion of the Leased Premises or to cease operating Tenant's business on the Leased Premises provided that at the time of such assignment or sublease Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder, and in the event that Tenant assigns or sublets this property for an amount in excess of the rental amount then being paid, then Landlord shall require as further consideration for the granting of the right to assign or sublet, a sum equal to [%] of the difference between the amount of rental to be charged by Tenant to Tenant's subtenant or assignee and the amount provided for herein, payable in a manner consistent with the method of payment by the subtenant or assignee to the Tenant, and/or [%] of the consideration paid or to be paid to Tenant by Tenant's or Sub-Tenant or assignee. **Subtenant must be pre-approved by Landlord prior to agreement being signed.**

a. 28. Fixtures

All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

a. 29. OPTION TO RENEW

Landlord grants to Tenant an option to renew this lease agreement for a period of two (2) years after expiration of the term of this Lease agreement at a rental of \$20,500.00 per month, with all other terms and conditions of the renewal lease to be the same as those in this lease agreement. To exercise this option to renew, Tenant must give Landlord written notice of intention to do so at least 180 days before this lease agreement expires.

a. 30. Estoppel Certificates

At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by (the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

a. 31. Invalidity of Particular Provision

If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

a. 32. Captions and Definitions of Parties

The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

a. 33. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

a. 34. Brokerage

No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter. Broker of record is O, R&L Commercial, LLC; 2 Summit Place, Branford, CT 06405

a. 35. Entire Agreement

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

a. 36. Governing Law

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in [state/province].

a. 37. Litigation

In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

If Landlord files an action to enforce any agreement contained in this lease agreement, or for breach of any covenant or condition, Tenant shall pay Landlord reasonable attorney fees for the services of Landlord's attorney in the action, all fees to be fixed by the court.

ii. 38. Contractual Procedures

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.



a. 39. Extraordinary remedies

To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

a. 40. Reliance on Financial Statement

Tenant shall furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Landlord must approve Tenant financial statements prior to Commencement Date. If Landlord does not approve Tenant's financial statements prior to Commencement Date, Tenant will forfeit initial deposit of \$15,375.00, and Lease will be cancelled. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional three (3) months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

LANDLORD

TENANT


Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



EXHIBIT "A" LEGAL DESCRIPTION

- The Tenant and Landlord have agreed to an option to buy the property at any time during the lease for \$2,000,000. Funds to be wire transferred to Landlord prior to exercising of the option.

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EXHIBIT "B" TENANT PLANS AND SPECIFICATIONS



Medical Marijuana Program

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

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Appendix C

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

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

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

Section B: Employment Information			
12. Current or Most Recent Employer: Aquemini Management LLC		13. Date of Employment: Start Date: 4/13 End Date: [REDACTED]	
14. Employer Address (including Apartment or Suite #): 4-47 48th Avenue			
15. City: Long Island City		16. State: NY	17. Zip Code: 11109
18. Daytime Telephone Number: 718 606 1186		19. Fax Number: 718 606 1186	
20. E-mail Address: Sean @ Aqueminimangement.com			

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



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Section D: Other Relevant Business Experience

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

Yes No

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

- The business name; *Agreemnt Mgmt*
- Products or services offered; *Consulting, Management*
- The business location; *New York*
- All titles and responsibilities held by you at the business, including the time frame for each; *COO, CEO, Inception*
- The dates of your association with the business; *1/12/12*
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; *Yes*
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and *No*
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated. *Yes*

Section E: Licenses, Permits and Registrations

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

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

Section F: Legal Proceedings

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

Yes No

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

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

Yes No

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



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

Yes No

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

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

Yes No

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

Section G: Criminal Actions

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

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

Section H: Criminal Background Check

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

39. Signature:



[Redacted Signature]

40. Date Signed:

11/14/13

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

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

41. Signature:



[Redacted Signature]

42. Date Signed:

11/14/13