

A. BUSINESS INFORMATION OF APPLICANT

A-1. Complete the Producer License Information Form and attach as Appendix A.

Please see Exhibit A-1 attached which includes the Producer License Information forms.

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

Advanced Grow Labs, LLC (AGL) has assembled an experienced team with the commitment, breadth of knowledge, and expertise across industries, including business, finance, health care, medical marijuana, and horticulture to produce an uninterrupted supply of pharmaceutical grade medical marijuana to handle the future patient supply demands of the state. AGL's products will be manufactured in a state-of-the-art facility specifically designed to ensure both an optimal cultivation and grow environment and the strictest surveillance and security measures.

The AGL team consists of:

- A leading plant pathology and genetic specialist;
- A founding member of the National Cannabis Industry Association (NCIA);
- Founder of Boulder Kind Care, a state-of-the-art grow and dispensary operation that was based in Boulder, Colorado;
- A leading security professional with over 30 years of design and implementation experience in the security industry;
- A healthcare management entrepreneur; and
- A former Fortune 500 executive with an operations and logistics background.

The leadership, guidance, and oversight of AGL's Board of Directors will ensure that AGL remains fully funded by directing the long and short term capital investments.

The AGL team includes:

Richard Kiyomoto, PhD, Plant Pathology, Director of Plant Science

- PhD in Plant Pathology from Washington State University (Pullman, Washington) and BA and MA in Biology from San Francisco State University;
- Over 10 years' working in plant propagation, with extensive experience in plant biochemistry, disease resistance, pest diagnostics, and plant tissue culture;
- Developed a tomato breeding program for chemical constituents of tomatoes for Del Monte Corporation;
- Bread wheat for photosynthetic efficiency for the Connecticut Agricultural Experiment Station;
- Expert in the following techniques: gas chromatography, thin layer chromatography, sterile culture techniques for isolating pathogens, and plant micropropagation;
- Experienced in all levels of growing plants from seed to maturity, including genetic crosses, clonal maintenance, and multiplication of crops;
- Developed a strict line of protocols for maintaining plant health through arthropod excluding screening, sanitation, and organic pest controls; and
- Published scientific and non-scientific articles as an adjunct Professor of Biology and Microbiology at Gateway Community College (New Haven, Connecticut), Quinnipiac College (Hamden, Connecticut), and University of Connecticut (Storrs, Connecticut).

Jay Czarkowski, BSEE, Director of Production

- BS in Electrical Engineering, Norwich University, Northfield, Vermont;
- Founded of Boulder Kind Care (BKC), a successful dispensary and production facility in Boulder, Colorado, which was sold in 2012;

- Leveraged engineering expertise to transform techniques in Medical Marijuana production dramatically improving plant yield;
- Designed and managed a 22,000 square foot medical marijuana production facility to meet the rising dispensary demands;
- Grew BKC to \$2.4M in annual sales and 20 employees in 3 years;
- Recipient of multiple awards for consistent ability to produce pharmaceutical-grade medical marijuana; and
- Frequent industry expert speaker and will be a featured speaker on cultivation operations at this year's annual national industry conference, National marijuana Business Conference, on November 7th and 8th, 2013, in Seattle, Washington.

Jay Skowronek, Director of Security

- BA, University of Massachusetts at Amherst, Massachusetts;
- US Air Force 1967-1971 with training and work in security and intelligence;
- Following duty in Pakistan, assigned to the National Security Agency at Fort Meade, Maryland, as an assistant to the Deputy Director of the National Security Agency;
- Over 40 years working in the electronic security protection industry for companies including Honeywell, ADT, Stanley Convergent Security, and TYCO; and
- High level security implementation in sectors such as banking, law enforcement, and retail.

Chris Mayle, Executive Vice President of Operations

- BA, University of Vermont;
- An operations and logistics systems and processing specialist with over 12 years of experience with Nokia Corporation;
- Implemented 6 Sigma production procedures analysis and improvement; and
- Coordinated international procurement, production, and distribution of over 1 million phones for Nokia.

David Lipton, Managing Partner

- BA, University of Massachusetts;
- Owner and active managing partner of 6 financially and operationally successful family planning clinics and eye vision centers in 4 states, including 1 in Connecticut;
- Expert in all aspects of clinic management, including operations, finance, compliance/regulatory affairs, public relations, and governmental relations;
- Ensured continued access to critical women's health services in the face of challenging security environments; and
- Successfully worked to improve public safety with state regulatory agencies.

The goal of the AGL team, through all phases of designing, building, and operating this facility, is to exceed the expectations of the Department of Consumer Protection and the dispensaries that AGL serves.

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

Below is the current balance sheet and statement of profits and losses.

ADVANCED GROW LABS, LLC BALANCE SHEET	OCTOBER 31, 2013	
ASSETS:		
Current Assets:		
Cohen & Wolf, Trustee		
Checking/Savings		
Bank of America		
Total Current Assets:		
LIABILITIES & EQUITIES		
Equity:		
Member 1 – Chalip, LLC		
Member 1 – Lit. Buffalo, LLC		
Member 1 – Gare, LLC		
Member 1 – Schwa Holding, LLC		
Member 1 – TLC10, LLC		
Member 1 – MDM555, LLC		
Total 505-00 Equity		
Equity:		
Member C-1		
Member C-2		
Total Equity:		
Accumulated Deficit		
Net Income		
Total Equity:		
TOTAL LIABILITIES & EQUITY		

ADVANCED GROW LABS, LLC PROFIT & LOSS STATEMENT	JANUARY 1, 2012 – OCTOBER 31, 2013	
Ordinary Income/Expense Income – Consultation		
TOTAL INCOME		
EXPENSES:		
Consulting Fee		
Contributions		
Dues & Subscriptions		
Investor & Trade Networking		
Gifts		
Legal		
Accounting		
Meetings & Seminars		
Office Expense		
Rent		
Taxes – Other		
Travel & Promotion		
TOTAL EXPENSES:		
Other Expense		
NET ORDINARY INCOME:		
NET INCOME:		

B. LOCATION AND SITE PLAN

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

AGL's production facility will be located at 400 Frontage Road, West Haven, Connecticut, in a light manufacturing and warehousing district. AGL's current lease has a term of 5 years with two renewable 5 year options. Please see Exhibit B-1 which is a copy of the lease, dated as of September 10, 2013, between TMC Properties, as landlord, and AGL, as tenant.

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

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

1. A certified copy of AGL's Articles of Organization;
2. A copy of the "Certificate of Decision" from the City of West Haven's Planning & Zoning Department, dated July 30, 2013 and signed by Rob Librandi, Assistant City Planner, granting AGL the right to outfit, improve, and occupy the property at 400 Frontage Road, West Haven, Connecticut; and
3. Please see an explanation from Pullman & Comley LLC, dated November 4, 2013 regarding the status of approvals.

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

Please see Exhibit B-3 attached which is a letter from TMC Properties, LLC (Landlord), dated June 25, 2013, certifying Landlord's consent to AGL's operating a medical marijuana production facility at 400 Frontage Road, West Haven, Connecticut.

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

AGL intends to keep its location and the purpose of its business discreet. Please see the attached Exhibit B-4, a MS-PowerPoint presentation, which shows an example of the signage which will be on the exterior of the building limited to the abbreviated initials of the company, AGL, L.L.C. (one by the front entrance and one by the loading dock).

AGL will also post warning signs with regard to the video surveillance monitoring and the alarm system which will state: "Video Surveillance & 24-Hour Alarm Monitoring". "More than 30 cameras are Monitoring this Facility Inside and Out". "Do Not Enter – Limited Access Area Access Limited to Authorized Personnel Only".

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

The area located at 400 Frontage Road in West Haven, Connecticut is a warehouse facility bordered by Interstate-95, an area of woods, two warehouses, and the rail line. Please see Exhibit B-5 which is an attached MS-PowerPoint presentation showing additional images of the area surrounding 400 Frontage Road. 400 Frontage Road is marked on each map as "AGL".

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

Please see Exhibit B-6 attached which is a copy of AGL's facility site plan.

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

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

B-8. A blueprint, or floor plan drawn to scale, of the proposed production facility, which shall, at a minimum, show and identify these details.

Please see Exhibit B-8 attached which is the floor plan, drawn to scale, showing the layout and 3-phase design of the 26,000 square foot production facility. Subsequent to licensure, phase 1 will begin in early January 2014 with construction completion of Phase 1 in 8 - 12 weeks. The plan shows the following:

Use	Square Footage (Approx.)
Marijuana Growth and Cultivation	
Harvesting	
Packaging and Labeling	
Product Production and Manufacture	
Storage Rooms and Stock Rooms	

Safes and Vaults	
Total	26,000

C. PROPOSED BUSINESS PLAN

C-1. Provide a proposed business plan that shows the applicant’s expected production capacity, including any ability of the applicant to expand capacity.

AGL has secured \$3.4 million in initial capital. This funding includes: start up and application preparation fees, architectural design and construction, capital expenditures, working capital, and \$2 million for the Connecticut escrow account. AGL has estimated that this is the amount required for effective operation. Additional capital is available should the need arise.

AGL’s lease initially provides it with 26,000 square feet, which will be phased in as production demand requires. In addition, AGL can secure at the same site an additional 18,000 square feet, providing a total of 44,000 square feet at this site. This additional square footage gives AGL the flexibility, in the future, using current technology, to produce up to _____ With the advancement in LED technology, AGL will be able to produce approximately _____

As set forth in AGL’s Business Plan, attached as Exhibit C-1, AGL’s projected income has been based on the following assumptions:

Assumptions for 2014:

- 2,000 registered patients at time of first harvest (which is anticipated to be Q2 2014);
- Initial price per pound is approximately _____ ;
- _____ ;
- Demand for Connecticut will be _____ ;
- _____ ;

Projected Income Statement AGL 2013-2016

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Soil				
Meeting and Seminars				
Travel				
Entertainment				
Utilities/elec & basic				
Misc for Growing				
Grow payroll				
Security Payroll				
Admin payroll				
Payroll taxes				
Office Supplies				
Rent				
Working Partners Compensation				
Architect Fees				
Construction				
Capital Purchases				
Application/lic fees				
Legal				
Charitable Contributions				
Accounting				
Security				
Software				
Information Technology				
Insurance				
Waste Removal				
<u>Total Expenses:</u>				
<u>Total Net Profit</u>				
<u>Year End Cash Balance</u>				

C-2. Provide the following information using bullet points wherever possible:

C-2-a. A detailed description of all marijuana products intended to be offered by the producer during the first year of operation and, for each product, provide a sample of the proposed label and identify the type of packaging to be used.

AGL PRODUCT LINE

In 2014, AGL will produce a variety of strains and delivery methods as set forth below.

Modern Hybridized Cannabis – Ground Cannabis:

- Nearly all varieties of modern cannabis have been hybridized from indigenous Sativa (thin leaf, equatorial) and Indica (broad leaf, northern hemisphere) varieties;
- Sativa dominant hybrids have higher THC levels and a relatively low CBD content;
- Indica dominant hybrids have a variable THC content with a medium to high CBD content;
- One of the cannabinoids known to have profound benefits is CBD therefore AGL product focus will be on high CBD product;
- Strains will be selected based on the recommendations Dr. Cohen's patient research in Colorado;
- Cannabis varieties with low THC content and elevated CBD profiles are preferred by some patients and these can be bred through recessive trait selection or from indigenous (landrace) seed stock.

Tinctures:

- Tinctures will be made using
-
-

-

Oil Cartridges:

- Strain specific oil cartridges for vaporizers will be produced; and
-

Oil Capsules:

- Capsules will be made from ;
-
- The capsules will be packaged and individually labeled.

Edibles:

- AGL will offer a wide variety of infused products that will give adequate options for all dietary restrictions;
- Products will be based on whole and minimally processed ingredients.
- AGL will also produce products that are low glycemic, gluten free, and vegan foods; and
- Products will include:
 - Cookies;*
 - Granola bars;*
 - Brownies;*
 - Pound cake; and
 - Banana bread.

*Indicates gluten-free available

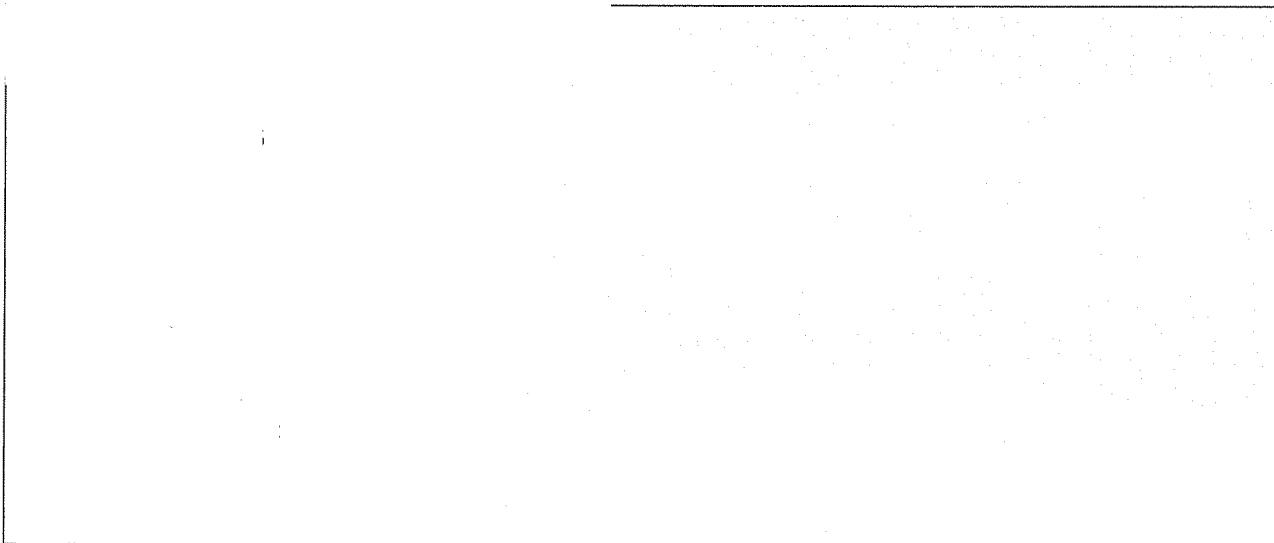
Labeling:

AGL will be implementing the MJ Freeway tracking and labeling software, which is widely used as an industry standard by both producers and dispensaries.

Labeling on each packaged product will include:

- a. AGL name and address;
- b. Brand name or the product that was registered with the Connecticut Department of Consumer Protection (DCP);
- c. Serial number (traceable to batch and lot);
- d. Date(s) of final testing and packaging;
- e. Expiration date;
- f. Quantity, item(s), and weight of package;
- g. The active ingredient profile detailing the active ingredients:
 1. Tetrahydrocannabinol (THC);
 2. Tetrahydrocannabinol acid (THCA);
 3. Cannabidiols (CBD);
 4. Carboxylic acids (CBDA); and
 5. Any other ingredient that consists of more than 1% of the product;
- h. The pass rating resulting from the laboratory's residue testing; and
- i. If organically grown, the label will state this.

AGL labels will be similar to:



CDBA:
Other Ingredient: None
Laboratory Rating: Pass
Organic Production: No

Please see Exhibit C-2-a attached which details the product labeling compliance provided by MJ Freeway's software under the Connecticut regulations.

Packaging:

- AGL will use standard prescription pharmacy pill bottles for ground marijuana product; and
- AGL will use _____
for all single dose and specific multi-dose products -- _____

AGL will have a _____ dedicated to packaging product. This area will be operated under 'clean room' standards in which AGL staff will wear foot coverings, hair nets, pocket-less clothing, and non-latex gloves. The packaging area will contain the filling machinery, the calibrated scale(s), metal work tables with splash guards on all sides, stools, standard prescription vials (child resistant, BPA-free, FDA approved, re-sealable as child resistant) for ground product and _____ non-viewable of contents) for single dose and specific multi-dose edible products.

C-2-b. A detailed description of the process that the producer will take to ensure that access to the production facility premises will be limited only to employees.

Access to the AGL production facility will be limited to AGL employees and other authorized persons or entities (e.g., DCP, laboratory testing personnel, etc.). AGL will ensure this by their commercial grade UL-certified burglary protection system and associated services as well as site improvements which include:

- _____ ;
- _____

Please see Exhibit C-2-b attached which is AGL's "Operations & Compliance Policy and Procedure Manual" and "Security Policy and Procedure Manual."

C-2-c. A detailed description of any air treatment or other system that will be installed and used to reduce off-site odors.

The facility will be a closed system with strict environmental controls. Ambient air temperature and relative humidity (RH) will be monitored in "real time," and regulated accordingly. Carbon dioxide (CO₂) enrichment will be employed to aid in photosynthesis to maximize plant yield and efficacy. Indoor air quality will be monitored in "real time" as well, and HEPA filtration will be employed throughout the structure to maintain a contaminant free environment for the safety of staff and the health of the plants. Any vented air will be emitted from the building after undergoing carbon (charcoal) filtration and ozone treatment for the neutralization of odor (volatile organic compounds).

This level of environmental and biological control will ensure cultivated product will be of the highest level of purity. The water used for cultivation will be filtered purified via reverse osmosis (RO), providing the plants with a pure base for the nutrient solution necessary for photosynthesis. Only the highest quality plant nutrients will be used in the facility with an emphasis on organic fertilization. Lighting will be supplied in the forms of

The cultivation area within the facility will be light tight, with no visibility from outside the building. As previously noted, vented air will be treated by carbon scrubbing and ozone generation to ensure minimal "tell-tale" odors are not emitted outside the facility.

- Since all the "tell-tale" odors will be filtered, a random passerby will not detect any distinguishable odors;

- Inside the facility, odors will be contained within the growing and processing areas;
- All facility air will be filtered every 5 minutes assuring no emission of odor outside the facility;
- Filters will be maintained based on the amount of air being circulated (carbon inside the filters will be replaced approximately every 6 months and/or based on the amount of air circulated); and
- Entire filters will be replaced, when needed, according to the instructions provided by the manufacturer.

C-2-d. A detailed description of the training and continuing education opportunities that will be provided to production facility employees.

- Production facility employees will be trained on safety procedures (please see Exhibit C-2-d which is attached as AGL's Administration and Employee Policy and Procedure Manual):
 1. Appropriate footwear, pocket-less clothing, appropriate protective clothing for a task (e.g., boots, body wear, masks/respirator, gloves);
 2. Emergency exits and evacuation routes; and
 3. Emergency contact information -- including 911.
- Production facility employees will be trained on horticultural or facilities maintenance practices in which they will be engaged;
- Employees will be given science-based horticultural/botanical education by supervisory personnel to provide a foundation that explains the theory behind the manual tasks they may be performing;
- Employees will be encouraged to participate in team based brainstorming on growing techniques;
- The Production Director and/or the Plant Science Director will provide in-house advanced training for employees that wish to go beyond

introductory horticulture for employees that do not have advanced degrees;

- AGL will make available continuing education opportunities conducted by the University of Connecticut Cooperative Extension, Connecticut Agricultural Experiment Station, Connecticut Greenhouse Growers Association, New England Greenhouse Conference, New England Grows, and others as these programs are excellent resources for the latest in greenhouse equipment and pest control information;
- Employees that wish to obtain a college degree related to their work will be assisted through adjusted work schedules and, where they achieve a minimum grade of B, they will be eligible for expense reimbursement for courses taken that have some relevance to medical marijuana production;
- AGL will be compliant with Good Manufacturing Practices for Food (GMP); and
- All employees who are involved in the preparation, handling, or storage of edible products will receive GMP training.

C-2-e. A detailed description of any processes or controls that will be implemented to prevent the diversion, theft or loss of marijuana.

- ;
- ;
- ;
- ;

1. The date of destruction;
2. The names of the employees who witnessed the destruction;
3. The reason for the destruction;
4. Who authorized the destruction;
5. When was the DCP contacted and who was notified; and
6. Witnesses of the destruction.

For additional details regarding security policies that will be standard procedure for AGL employees, please see AGL's "Operations & Compliance Policy and Procedure Manual" and "Security Policy and Procedure Manual" attached as Exhibit C-2-b.

D. PROPOSED MARKETING PLAN

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

AGL's proposed marketing plan is more aptly described as an educational plan for dispensaries, patients, and caregivers on the regulations in Connecticut for the palliative use of medical marijuana. AGL will not promote, either by verbiage or graphics, marijuana's recreational use nor its use by anyone under the age of 18. The company's 'education-focused' communication through the AGL website www.advancedgrowlabs.com will include a comprehensive description of AGL and its operations and it will provide the following information or variants of this information:

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E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE

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

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

Please see Exhibit E-1 attached which includes AGL's Articles of Organization and Operating Agreement..

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

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

E-3. A copy of all compensation agreements with producer backers, directors, owners, officers, other high-level employees or any other persons required to complete Appendices B, C or D. For purposes of this RFA, a compensation agreement includes any agreement that provides, or will provide, a benefit to the recipient whether in the form of salary, wages, commissions, fees, stock options, interest, bonuses or otherwise.

Please see Exhibit E-1 attached which is AGL's Operating Agreement. Unless otherwise noted below, all members involved in this enterprise will be

compensated by distributions of profits only in proportion to their ownership interests.

Although no formal employment contracts have been created with non-member employees, below are AGL's estimated annual salaries for key individuals:

Production Team:

Dr. Kiyomoto, Director of Plant Science—

Klaus Polttila, Production Manager—\$

Geoff Rice, Production Manager—

Production Assistant—

Security Team:

Jay Skowronek, Director of Security—

Security Guard—

Compliance and Administrative:

Elaine Lonergan, Compliance Officer—

Office Manager—

Office Administrative—

E-4. Describe the nature, type, terms, covenants and priorities of all outstanding bonds, loans, mortgages, trust deeds, pledges, lines of credit, notes, debentures or other forms of indebtedness issued or executed, or to be issued or executed, in connection with the opening or operating of the proposed production facility.

AGL has raised all of the capital necessary to execute its business plan through L.L.C. member equity contributions. There is no debt obligation or contingent payout required of AGL. All members shall be entitled to distributions of profits in proportion to their ownership percentages. There are no special equity rights.

E-5. Provide audited financial statements for the previous fiscal year, which shall include, but not be limited to, an income statement, balance sheet, statement of retained earnings or owners' equity, statement of cash flows, and all notes to such statements and related financial schedules, prepared in accordance with generally accepted accounting principles, along with the accompanying independent auditor's report. If the applicant was formed within the year preceding this application, provide certified financial statements for the period of time the applicant has been in existence and any pro forma financials used for business planning purposes.

Please see Exhibit E-5 attached which is a copy of the Audited Financial Statements of the Company prepared by Williams, Benator & Libby.

E-6. Provide complete copies of all federal, state and foreign (with translation) tax returns filed by the applicant for the last three years, or for such period the applicant has filed such returns if less than three years.

Please see Exhibit E-6 attached which is a letter prepared by Williams, Benator & Libby explaining that no tax returns were required to be filed.

E-7. Provide complete copies of the most recently filed federal, state and foreign (with translation) tax returns filed by each backer member.

Please see Exhibit E-7 attached which are all required backer tax returns.

F. AGRICULTURAL AND PRODUCTION EXPERIENCE

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

AGL has assembled a team of experienced agricultural and production professionals to work at the AGL production facility. The production team includes:

- Dr. Richard Kiyomoto, a PhD in Plant Pathology who will be the Director of Plant Science and who will contribute in areas such as R&D, identifying potential pathogens, and directing breeding;
- Geoff Rice, Production Manager, who has 6 years of grow, production, and manufacturing experience at a Montana medical marijuana collective; and
- Jay Czarkowski, who founded and operated Boulder Kind Care (BKC), a successful medical marijuana production facility and dispensary.

Dr. Kiyomoto, Cromwell, Connecticut (BA/MA in Biology, PhD in Plant Pathology), AGL, Director of Plant Science

1. Research Experience

- Breeding processing tomatoes for high sugar content and disease resistance (Del Monte Corporation);
- Breeding wheat for photosynthetic efficiency (Biochemistry & Genetics Dept., Connecticut Agricultural Experiment Station, New Haven);
- Testing Apple, Raspberry, and Wine Grape cultivars for productivity and quality (Forestry & Horticulture Dept., Connecticut Agricultural Experiment Station, New Haven, CT); and
- Micropropagation (tissue culture multiplication) of Rhododendron, Apple, and Grape (Forestry & Horticulture Dept., Connecticut Agricultural Experiment Station, New Haven, CT);

2. Private Industry Experience

- Developed through breeding processing tomatoes enriched in sugar content and disease resistance (Del Monte Corporation);
- Developed and supervises a Pest Diagnostics and Soils Analysis Lab at Prides Corner Farms, Inc. (Lebanon, CT); and

- Supervises and works in a Micropropagation Lab at Prides Corner Farms, Inc., with an annual production target of approximately 120,000 liners (rooted micropropagated plants that will be repotted into containers for field production) of Rhododendron, Kalmia, Pieris, Vaccinium, Syringa and various hardy herbaceous perennials.

3. Relevant Skills

- Research design appropriate for statistical analysis of data;
- Proficient in the use of MS-Word, Excel, and Powerpoint and statistical analysis software including SYSTAT, SIGMASTAT, and MSTAT-C;
- Experience in growing plants from seed, cutting, tissue or by grafting to maturity;
- Experience in harvesting and processing seed;
- Experience in making genetic crosses;
- Experience in clonal maintenance and multiplication of crops;
- Experience in using the US National Germplasm collection of different crop plants;
- Experience in greenhouse and field (in-ground or in containers) production of plants;
- Experience and licensed for pesticide use (this included organically approved pesticides)—Commercial Supervisory Certificate for Custom Grounds and Turf (3a), License Number S-2767;
- Knowledgeable about the production and health requirements that includes appropriate soil properties, nutritional requirements, and favorable habitat for more than 100 different species of plants; and
- Techniques and instrumentation I have used in research and analysis:
 - a. Gas Chromatography;
 - b. Thin Layer Chromatography;
 - c. Photosynthesis Monitor (CO₂ exchange);
 - d. Spot tests for qualitative analysis of soil nutrients;

- e. Spectrophotometer for quantitative analysis of soil and water nutrients;
- f. Growth room, greenhouse, container, and field growing of plants;
- g. Pollen collection, storage, and use in making genetic crosses;
- h. Maintenance of pure genetic lines and clones; and
- i. Sterile culture techniques for isolating pathogens and for plant micropropagation.

Geoff Rice, Westport, Connecticut - Production Manager

1. Research Experience

- Breeding cannabis for light cycle independence, or autoflowering ability (with and without the addition of *Ruderalis* genetics);
- Breeding landrace cannabis strains for recessive variation and eventually trait selection;
- Assessed through data collection how to identify homozygous parents and understand their potential combining ability;
- Research was aimed at understanding the entire hybridization process, this process was reconstructed and recorded; and
- Through this research I was able to make educated genetic crosses for the convergent improvement of specific traits.

2. Industry Experience

- Registered as a caregiver in 2006, teamed with other rural growers to create a collective in 2007;
- Supplied patients with pharmaceutical grade cannabis and other infused products while conducting research to improve the quality of genetics available until early 2012;
- Affiliated with several local (Gallatin County) dispensaries and the Montana Caregivers Network (MCN); and

- Founded and developed a small collective specifically for the preservation of rare cannabis genetics.

3. Relevant Skills

- Have grown cannabis using nearly every industry standard medium utilizing both organic and synthetic nutrients, solid and hydroponic substrates;
- Set up multiple indoor operations up to 5000 watts with basic environmental controls and CO₂ release;
- Built 5000 watt sealed indoor space for collective growers;
- Germinating seeds and taking sterile cuttings for propagation; and
- Extraction using butane, ethanol, vegetable glycerin, clarified butter, and coconut oil.

Jay Czarkowski, Boulder, Colorado – Director of Production

Jay designed, built, and operated what was one of the most successful cultivation centers in Colorado -- Boulder Kind Care (BKC). Jay's background in electrical engineering and commercial construction, as well as his degree in electrical engineering, was the foundation for the design and implementation of his successful cannabis cultivation facility during which he:

- Hired and worked with graduates in horticulture;
- Developed leading, organic Integrated Pest Management (IPM) strategies;
- Designed and implemented an automated irrigation system which increased yields by 15%;
- Designed and implemented a monitoring/automated response system that implemented automated corrective action;
- One of the first in Colorado to develop and implement "clean room" policies and protocols for cannabis cultivation, keeping contaminants out of the facility;
- Developed a new standard in flower room design and layout, maximizing yield per light per square foot of space; and

- One of the first cultivation/dispensary organizations in Colorado to consistently test all cannabis produced (providing these test results to patients).

G. PRODUCT AND SITE SAFETY

G-1. A detailed description of how the applicant's growing protocol will produce a plant free of mold, disease, heavy metals and other contaminants.

Please see Exhibit G-1 which is AGL's comprehensive Grow Manual which describes every aspect of the Grow process.

1. The first line of defense in the growing protocol is to exclude pests, heavy metals, and pesticides in the intake and utilization of the first seed supply and/or plant supply – AGL will follow the standards below:

-

2. Sanitation:

- Organic material from a mature crop will be discarded immediately from a growing room after removal;
- Growing area will be routinely sanitized;
- All diseased tissues will be removed from the grow room immediately; and
- When the crop is growing, any plant that has incurable disease should be removed from the growing area (quarantined).

3. Organically approved pest control strategies will be employed:

-

4. Harvest will be considered a selective process with only healthy plant material harvested for processing.

AGL will also perform Quality Assurance Reviews to further ensure AGL's growing protocols produce plants that are free of mold, disease, heavy metals, and/or other contaminants. The Quality Assurance Review procedures will be:

1. The Manager, along with two other personnel, will commence a complete review (and keep record of the review) that will contain:
 - a. The date(s) of the quality assurance review and the names and titles of the persons performing the review;
 - b. All details regarding the defective item;
 - c. If it is a growing process, what systems and procedures need to be changed and updated to policy;
 - d. If it is a harvesting process, what systems and procedures need to be changed and updated to policy;
 - e. If it is a manufacturing process, what systems and procedures need to be changed and updated to policy;
 - f. If it is a storage process, what systems and procedures need to be changed and updated to policy;
 - g. If it is a packaging process, what systems and procedures need to be changed and updated to policy;
 - h. Identifying if it is a personnel issue;
 - i. If a manufacturing process, what systems and procedures need to be changed and updated to policy; and
 - j. The findings and determinations generated by the quality assurance review will make determinations.

2. All personnel will be made aware of an error in policy and procedure, what occurred, how it occurred, and how corrections to that procedure have been made to make sure a similar error is not repeated.

Quality Assurance Committee Review:

- AGL will establish a quality review committee consisting of 3 members of the governing board; and
- The Committee shall meet quarterly (or more frequently if needed) with the internal staff Committee to review the Production Facility operations including:

- a. Inventory and inventory errors;
 - b. Growing errors;
 - c. Manufacturing errors;
 - d. Packaging and labeling errors;
 - e. Laboratory testing failures;
 - f. Storage handling and storage handling errors;
 - g. Dispensary delivery errors;
 - h. Dispensary received defective product or mislabeled product;
 - i. Identify if product was returned to AGL;
 - j. Identify if product was destroyed by AGL;
 - k. Theft or attempted theft;
 - l. Notifications to the DCP;
 - m. Resolutions taken to the findings and determinations;
 - n. Update(s) to Policies and Procedures to improve and correct performance and update, if so, to personnel;
 - o. Recommended changes to AGL policy, procedure, systems, or processes, if any are deemed in part responsible for the dispensing error; and
 - p. AGL will implement changes based on the Quality Assurance Committee's Review and recommendations and update the policies to reflect those improvement(s) in procedures.
- In all instances, inventory must reflect errors and accurate accounting of the product – i.e. was recall necessary, was destruction necessary, and quantities reflecting those outcomes.

G-2. An explanation of how the applicant will limit employee exposure to potentially unsafe chemicals or other unsafe conditions.

AGL intends to provide an OSHA compliant workplace and will only be using the following safe and non-harmful products in the cultivation areas:

H. MARIJUANA TRANSPORT

H-1. Provide a detail description of the proposed method of transportation of marijuana and marijuana products.

The transportation of an order to a Connecticut dispensary facility will be initiated by the dispensary placing an order with AGL. The order will be confirmed by checking that the dispensary license number and the delivery address (as well as the actual dispensary/pharmacist) are correct as identified by the DCP.

The following steps will be procedure at AGL:

I. BONUS POINTS

1. Employee Working Environment Plan

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

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

Section 1: Employment Opportunities

- At-Will Employment
- Evaluation Period
- Equal Opportunity Employment
- Immigration Reform & Control Act
- Categories of Employment
- Applying for Employment & Background Check
- Job Training
- Job Descriptions
 - Production Facility Manager
 - Technician
 - Office Manager & Compliance Officer
 - Administrative

Section 2: Conduct at Work

- Standards of Conduct
- Regulations as to Conduct
- Inappropriate Behavior & Misconduct
- Personal Appearance & Attire
- Attendance & Punctuality
- Confidentiality
- Company Contact – Your Whereabouts
- Conflict of Interest
- Weapons
- Workplace Searches

- Substance Abuse
- Personal Phone Calls
- Electronic Communication
- Social Media
- Cameras & Phone Cameras
- Harassment
- Sexual Harassment

Section 3: Paychecks

- Deductions
- Holidays & Vacation
- Sick & Personal Days
- Performance & Salary Reviews
- Social Security
- Overtime
- Garnishment (Child-Support)

Section 4: Leave of Absence

- Parental
- Maternity
- Jury Duty
- Military
- Bereavement
- Disability

Section 5: Emergency Situations

- Emergency Phone Numbers
- General Information
- Best Practices in Daily Operations
- Medical Emergency
- Fire Drills
- Fire
- Severe Weather
- Earthquakes
- Bomb Threat
- Violence
- Workplace Strike

Section 6: Insurance

- Medical Insurance
- Unemployment Insurance
- Worker's Compensation
- HIPAA

Section 7: Employee Privacy & Confidentiality
Change in Personal Information
Social Security Number Privacy & Protection
Personal Files on Company Record

Section 8: General & Miscellaneous
Purchasing
Work Environment
Company Property
Personal Property
Lost & Found
Meal Time
Break Room
Bulletin Board
Media Contact
Resignation
Agreement – Signature

This manual is essential to the efficient operation of AGL's production facility. Its purpose is multifold: to serve as a training and orientation guide for new employees, to serve as an ongoing reference for staff, to serve as a risk management tool that lowers liability exposure, and to promote, by its continued use and updates and revisions, excellence in practice in areas including but not limited to, security, diversion, uninterrupted production/distribution, the production of pharmaceutical-grade palliative medicine, and the establishment of a safe, healthy, and economically beneficial work environment for all employees.

In order to achieve these objectives, the training and systems must be ever evolving to take advantage in technological improvements and changes in best practices. Any training that is necessary to teach these best practices will be undertaken. In turn, our manuals will be current and updated. Above all, policies and procedures must be implemented and enforced. These written policies and procedures will increase understanding of business operations, eliminate the need for employees to improvise in their decision-making processes, ensuring safety, security, and uniformity in management practices throughout the organization.

2. Compassionate Need Plan

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

During the drafting of the Connecticut regulations, AGL proposed that the Commission require grow facilities to implement programs to provide product to patients with limited financial means (Compassionate Need Plan or CNP). AGL is pleased to see that the application process includes the opportunity for bonus points for grow facilities with CNPs.

AGL's CNP will be based on household income (with veterans' automatically qualifying). Patients with income under 150% of the Federal Poverty Level (FPL) will qualify. The FPL determined by the Department of Health and Human Services, varies according to family size, and is the minimum amount of gross income that a family needs for food, clothing, transportation, shelter and other necessities. The number is adjusted for inflation and reported annually in the form of poverty guidelines.

AGL estimates its allocation to this program will be _____ in 2014 and _____ in 2015 for qualifying patients. The AGL Board of Directors will meet semi-annually to review the CNP to assess changes to the program. AGL will reimburse Connecticut dispensaries that participate in the Compassionate Need Plan at a rate of _____ per ounce for qualifying patients up to a total per patient of _____ per month.

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

AGL's CNP requires dispensaries to secure consent from patients to participate, determine patient eligibility via two sources confirming household income (current year-to-date pay stubs from all employers, the previous years' income tax return, letters approving or denying unemployment compensation, retirement

income statements, or written statements from employers), and submitting this documentation to AGL by the dispensaries on a monthly basis as either (a) claims for a credit balance statement or (b) a refund check.

The Income Qualification Levels and Members of Household @ 150% of POV are as follows

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

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

The AGL model will be based on 150% of the Federal Poverty level. AGL will reimburse Connecticut dispensaries that participate at a rate of _____ per ounce for all qualifying patients.

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

If AGL is granted a license to operate a production facility, this program will be offered to all dispensaries.

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

All DCP registered veterans will qualify for the discounts offered by this Compassionate Care Plan without income verification.

3. Research Plan

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

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

- Production research will be designed by the Director of Plant Science analyzing ways to improve the efficiency of cannabinoids and terpenoid production.
 - a. Breeding efforts aimed at cultivar development will follow classical breeding approaches involving (a) identification of parents with the desired traits, (b) making crosses between parents that have the traits of interest to create F1 hybrids; (c) self-fertilizing and growing the hybrid in order to produce F2 seed; (d) growing out the F2 progeny and selecting the F2 plants with the desired combination of traits.
 - b. Thin Layer Chromatographic (TLC) procedures have been used to identify the relative quantities of cannabinoids and terpenoids from cannabis samples. These procedures will be tested and modifications will be made in extraction systems and solvents if necessary. Paper chromatography will also be tested as a potential alternative method to TLC. The point of the methodology development is to find a reliable, rapid, inexpensive test as hundreds to thousands of F2 progeny will be tested from a single cross.

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

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

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

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

b. Proposal. It is Dr. Cohen's recommendation to treat MS by vaporization when immediate relief is desired. This should be done with a strain that is well balanced between CBD and THC. A similar strain can be used in the form of edibles for long-term relief, especially at night. Dosing of cannabis is based upon many factors including patient tolerance, amount needed to give the desired relief of symptoms, and route of administration. When starting cannabis a low dosage is recommended and increasing as tolerated to achieve

the relief of symptoms.

- i. Medical Symptom Questionnaire (MSQ) will be developed to subjectively monitor symptoms related to MS. Relapse will be monitored (the number of relapses), the ability to reduce the need for other medications, immune compromise, and cognitive effects related to cannabis and how altering strains may affect the patient's ability to function. MRI's and other appropriate radiological tests (and labs) will be performed as recommended by consultation by a neurologist or immunologist (when appropriate) in order to obtain objective information regarding disease improvement or progression.

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

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

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

I. Production Research

- 1. Develop cultivars of *Cannabis* with (a) any desired ratio of Cannabidiol (CBD) to Tetrahydrocannabinol (THC) and (b) presence or absence of cannabinoids—THC, CBD, Cannabinol (CBN), Cannabigerol, and β -caryophyllene--designated as being of putative medical importance.

2. Improve the horticultural attributes of *Cannabis* including yield of cannabinoids, reduced production inputs (including fertilization, pest resistance, and plant habit).
3. Develop inexpensive, rapid screening methods (i.e., qualitative methods for identifying cannabinoids and terpenoids, evaluation of breeding lines for pest resistance, and horticultural attributes) that will enable the development breeding lines with desired attributes for cannabinoid or terpenoid production (high or low).
4. Develop axenic (tissue culture) methods for (a) clonal multiplication of desired genotypes and (b) testing micropropagation as an alternative end product production technique (i.e., tissues enriched in cannabinoids and terpenoids or cannabinoids and terpenoids released into the culture medium) in contrast to whole plant greenhouse production.

II. Clinical Studies (Efficacy)

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

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

(b) Proposal. As the Medical Advisor to Connecticut Wellness Centers (CWC), my recommendation for the treatment of MS is to inhale via vaporization when immediate relief is desired. This should be done with a strain that is well balanced between CBD and THC. A similar

strain can be used in the form of edibles for long-term relief, especially at night. Dosing of cannabis is based upon many factors including patient tolerance, amount needed to give the desired relief of symptoms, and route of administration. When starting cannabis I recommend using a low dose and increasing as tolerated.

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

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

III. Clinical Studies Using Products Produced by Advanced Grow Labs (AGL) & Collaboration with University and Government Researchers

- a. Dr. Kiyomoto has the training and experience to conduct the items as outlined in the Production sections of this application.
- b. Efficacy trials of material produced by Advanced Grow Labs must be performed by researchers with medical (MD or DO) and research (PhD) qualifications and appropriate clearance to conduct studies with these products.
 - i. Solicit research partners by offering research grants with publication rights granted to the Principal Investigator.

- ii. Offer medical marijuana produced by AGL gratis in quantities specified in funded research grants with rights to publication granted to the Principal Investigator.

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

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

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

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

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

- a. The results can be used to better treat Connecticut patients suffering from MS. Colorado has had years of experience with the use of cannabis and has a large number of patients utilizing this medication for the treatment of MS.
Collaborating with other physicians treating patients in Colorado and other states that allow the use of medical cannabis is an additional objective.
- b. If cannabis proves to be a useful and effective treatment for patients suffering from MS, there may be a possibility of eliminating the need for harmful (immunosuppressive therapy) or addicting medications (benzodiazepines and narcotics). Maximizing the therapeutic effect of

cannabinoids while minimizing the psycho-activity, providing a non-toxic alternative for patients, is the intended goal.

- c. Once we have studies that can show the beneficial effects of cannabinoids, it will be more likely that the federal government will reevaluate whether this medicine should still be considered a schedule 1 drug. This will make a potentially beneficial medicine to all throughout the country.
- d. Results of this study may help us understand the effects of cannabis on other autoimmune diseases such as Crohn's Disease, Rheumatoid Arthritis, Lupus and Fibromyalgia. When combined with a nutritional approach (such as gluten free diet) other lifestyle changes, we may see significant improvement that may decrease the need for harmful or addicting medications. We are seeing these results anecdotally with patient at Holos Health in Boulder, Colorado. With this study we can actually document these findings with a combined population.
- e. This study will form as a template for other clinical studies within the conditions/diseases approved by the State of Connecticut.
- f. The results of our study can be used to better treat Connecticut patients suffering from MS by collaborating with other states, such as Colorado, that already have a number of patients who have used cannabis as their primary treatment. Neurologic studies along with radiologic evaluation can give objective results. The results of the MSQ can provide us with subjective data. This study will provide us with valuable information so that we can refine both strains as well as dosing parameters with the intention of reducing symptoms and slowing the progression of this disease. In addition to providing our patients with the most effective strains and dosages, I believe that cannabinoids, in conjunction with specific nutrition and lifestyle adjustments, can be of greater benefit to MS patients. This information can then provide us with treatment protocols.

4. Community Benefit Plan

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

In support of one of the AGL missions to integrate industrial space into green usage and preserving more unadulterated land, AGL will actively be supporting *The Land Trust of West Haven*, which “is a non-profit organization formed to promote the preservation of natural resources and open space properties of public significance in West Haven, Connecticut, including coastal resources, with particular emphasis on the shoreline of the Long Island Sound in the general area of Savin Rock as well as the land, water, wetlands, plant and animal life thereon.”

Further, AGL intends to support:

- The Twelve Step Club of West Haven at 111 Elm Street, #8, West Haven, Connecticut 06516 (203)821-7257
- The West Haven Council on the Arts, PO Box 16513, West Haven, Connecticut 06516 (203)507-4593
- Advocacy for Patients with Chronic Illness, Inc., 195 Farmington Avenue, Suite 306, Farmington, Connecticut 06032 (860)674-1370

5. Substance Abuse Prevention Plan

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

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

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

- Connecticut Prevention Program – www.ctprevention.org
- Substance Abuse Resource & Information – www.infoline.org
(Also known as United Way of Connecticut – www.211unitedway.org)
- Connecticut’s Network of Care for Behavioral Health –
www.conneticut.networkofcare.org
- A Self-Assessment Questionnaire: www.drugscreening.org
- The National Council on Alcoholism and Drug Dependence: www.ncadd.org
- The Jennifer Jaff Center, Inc., 195 Farmington Avenue, Suite 306,
Farmington, CT 06032 info@thejenniferjaffcenter.org

6. Environmental Plan

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

Electrical Consumption

AGL intends, to the extent feasible in the production facility, to use the minimum amount of electricity during peak times and maximum amount of electricity during off-peak hours.

LED Lights

In addition to AGL’s industry standard grow rooms, AGL intends to incorporate LED lighting in Phase 1 of AGL’s production facility build-out to test its efficacy in the production facility in an independent room. LED lights typically use 40% less electricity, reduce the demand for air conditioning, and provide the capability to grow vertically improving yield per square foot.

Widespread use of LED lighting has a great potential impact on energy savings. By 2027, it is estimated that widespread use throughout the United States of LEDs could save about 348 TWh (compared to no LED use) of electricity. This is the equivalent annual electrical output of 44 large electric power plants (1000 megawatts each), and a total savings of more than \$30 billion at today's electricity prices.

LED lighting is very different from other lighting sources such as incandescent bulbs and CFLs. Key differences include the following:

- **Light Source:** LEDs are the size of a fleck of pepper, and a mix of red, green, and blue LEDs is typically used to make white light;
- **Direction:** LEDs emit light in a specific direction, reducing the need for reflectors and diffusers; and
- **Heat:** LEDs emit very little heat.

Bottle-Packaging

AGL will use standard pharmacy prescription bottles that are FDA approved, BPA-free, child resistant, and are either made from 100% recycled materials (or as close to that as is possible) and AGL will encourage its dispensary partners to recycle the used containers.



Medical Marijuana Program

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

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



Appendix A Producer License Information Form

Section A: Business Information

1. Applicant business type:

<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 Applicant:
Advanced Grow Labs L.L.C.

3. Trade Name of Applicant:

4. Applicant's Business Address:
61 Unquowa Road

5. City:
Fairfield

6. State:
CT

7. Zip Code:
06824-5096

8. Daytime Telephone Number:
(203) 259-0811

9. E-mail Address:
dlipton@advancedgrowlabs.com

10. Applicant's Mailing Address (if different than business address):

11. City:

12. State:

13. Zip Code:

14. Daytime Telephone Number:

15. Fax Number:

Section B: Contact Information

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

16. Name of Primary Contact:
David Lipton

17. Primary Contact Title:
Managing Partner

18. Primary Contact E-mail Address:
dlipton@summitcenters.com

19. Primary Contact Telephone Number:
(203) 259-0811

20. OPTIONAL - Name of Alternate Contact:

21. Alternate Contact Title:

22. Alternate Contact E-mail Address:

23. Alternate Contact Telephone Number:

Section C: Formation/Incorporation Information

24. Date of Formation/Incorporation:
July 31, 2012

25. Place of Formation/Incorporation:
61 Unquowa Road, Fairfield, CT 06824

26. Registered with the Connecticut Secretary of State:
 Yes No

27. Sale and Use Tax Permit Number:

Provide a copy of your Sale and Use Tax permit with your application. See Attached

\$250.00 a year

ADVANCED GROW LABS LLC
Appendix A, Section C, Item 27



STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES



CT Tax Registration No.:

Case ID: 000769483

Date: 11/28/2012



****1112***701***1441***OPREGM****

ADVANCED GROW LABS LLC
61 UNQUOWA RD
FAIRFIELD CT 06824-5096

Dear Taxpayer:

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

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

How to Register

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

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

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

Filing Requirements

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

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

Thank you for your cooperation.

Enclosure

TPG-701 (Rev. 05/10)

File Your Taxes Electronically
www.ct.gov/drs

Affirmative Action / Equal Opportunity Employer

Business Entity Tax (BET) – Common Questions

1. What is the BET?

The BET is an annual tax of \$250 that must be paid by certain business entities.

2. What types of business entities are liable for the BET?

- Every domestic S corporation, limited liability company, which for federal income tax purposes is either treated as a partnership (if it has two or more members) or disregarded as an entity separate from its owner (if it has a single member), limited partnership, and limited liability partnership. A domestic entity is one that is formed under Connecticut law;
- A foreign S corporation that is required to obtain a certificate of authority from the Secretary of the State in order to transact business in this state, whether or not it obtains a certificate;
- A foreign limited liability company, which for federal income tax purposes is either treated as a partnership (if it has two or more members) or disregarded as an entity separate from its owner (if it has a single member), that is required to register with the Secretary of the State, in order to transact business in this state, whether or not it has registered;
- A foreign limited partnership that is required under Chapter 610 of the Connecticut General Statutes to register with the Secretary of the State in order to transact business in this state, whether or not it has registered; **and**
- A foreign limited liability partnership that is required to file a certificate of authority with the Secretary of the State in order to transact business in this state, whether or not it has filed a certificate.

3. If a business entity is inactive, unprofitable, or no longer doing business, but has not filed appropriate documents evidencing its dissolution or withdrawal with the Secretary of the State, is the business entity liable for the BET?

Yes. A business entity, even if inactive, unprofitable, or no longer doing business, is and will continue to be liable for the BET until it files the appropriate documents evidencing its dissolution or withdrawal with the Secretary of the State. A business entity will also be liable for the BET for the taxable year during which the appropriate documents evidencing its dissolution or cancellation of its certificate of authority are filed with the Secretary of the State. The tax may not be prorated.

4. Is the BET prorated if the business entity's taxable year is a short year?

No, the BET is not prorated if the business entity's taxable year is a short year.

5. How do I report and pay the BET?

The Department of Revenue Services (DRS) encourages you to electronically file **Form OP-424, Business Entity Tax Return**, and pay any tax due through the **Taxpayer Service Center (TSC)**. After you have registered, DRS will assign a PIN to your business entity. This PIN and its assigned Connecticut Tax Registration Number (CT Tax Registration No.) are needed to file your tax returns electronically. If you do not wish to file the returns electronically, you may download and print Connecticut tax forms and publications from the DRS website at www.ct.gov/DRS or contact the DRS Forms Unit at **860-297-4753** or **1-800-382-9463** and choose **Option 2** (use for Connecticut calls outside the Greater Hartford calling area only) to obtain the necessary forms.

6. Is a business entity subject to interest and penalty for failure to timely pay the BET?

Yes. Failure to pay the BET when it is due subjects a business entity to a \$50 late payment penalty. Interest accrues on any unpaid tax at the rate of 1% per month or fraction of a month from the due date until the date of payment.

7. Where can I find more information about the BET?

Visit www.ct.gov/BET for links to additional information and publications. You may also speak to a Taxpayer Services Representative at **860-541-7688** or visit our Hartford office at 25 Sigourney Street during business hours Monday through Friday, 8:30 a.m. to 4:30 p.m.

8. How do I contact the Connecticut Office of the Secretary of the State (SOTS)?

You may contact the **SOTS** by:

- **Internet:** Visit their website at www.concord.sots.ct.gov;
- **Telephone:** Call 860-509-6002;
- **Email:** crd@po.state.ct.us; or
- **Mail:** Office of the Secretary of the State, Commercial Recording Division, 30 Trinity Street, Hartford CT 06106.



Medical Marijuana Program

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

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



Section D: Proposed Production Facility Information

28. Proposed Production Facility Address: 400 Frontage Road			29. City: West Haven
30. State: CT	31. Zip Code: 06516	32. Telephone Number: (203) 259-0811	33. Fax Number: (203) 549-0949
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease See Attached Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.		35. Name of Property Owner:	

Section E: Business Association Information

36. Are you associated with any dispensary facility license applicant or other producer license applicant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the name of all applicants with whom you are associated. Attach additional pages if necessary.	
37. Applicant Name: CT Wellness Centers, L.L.C.	38. Applicant Type: <input checked="" 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 checked="" type="checkbox"/> Escrow Account	<input type="checkbox"/> Letter of Credit	<input type="checkbox"/> Surety Bond
42. Financial Institution/Surety Company Name: SEE ATTACHED		
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: Pure Analytics	51. Laboratory License No.
52. Address: Note: We are aware that this lab is currently applying for its CT License.	
53. City:	54. State: CT 55. Zip Code:
56. Telephone Number: (888) 505-7108	57. Fax Number: 58. E-mail Address: info@pureanalytics.com



Medical Marijuana Program

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37. Applicant Name: CT Wellness Centers, LLC	38. Applicant Type: <input checked="" type="checkbox"/> Dispensary Facility <input type="checkbox"/> Producer
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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 checked="" type="checkbox"/> Escrow Account	<input type="checkbox"/> Letter of Credit	<input type="checkbox"/> Surety Bond
---	--	---

42. Financial Institution/Surety Company Name:
SEE ATTACHED

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: Pure Analytics	51. Laboratory License No.	
52. Address: Note: We are aware that this lab is currently applying for its CT License.		
53. City:	54. State: CT	55. Zip Code:
56. Telephone Number: (888) 505-7108	57. Fax Number:	58. E-mail Address: info@pureanalytics.com

LEASE AGREEMENT

This **LEASE AGREEMENT** (the "*Lease*") is entered into as of the 10th day of September, 2013 (the "*Effective Date*"), between **TMC EDER, L.L.C.** a New Jersey limited liability company ("*Landlord*") and **ADVANCED GROW LABS, L.L.C.**, a Connecticut limited liability company ("*Tenant*").

**ARTICLE 1
BASIC DEFINITIONS AND LEASE PROVISIONS**

1.1 The definitions and basic provisions set forth in the Basic Definitions and Lease Provisions executed by Landlord and Tenant, and attached hereto, are incorporated herein by reference for all purposes.

**ARTICLE 2
LEASE GRANT**

2.1 Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant accepts and leases from Landlord, the Premises for the Lease Term.

2.2 Tenant is granted the right to use the Premises, together with the non-exclusive use of parking area adjacent to the Building and the common areas of the Building and of the Property on a non-exclusive basis and use. Tenant is entitled to the non-exclusive use of all roadways and rights of way for ingress and egress to and from the Premises and all appurtenant easement rights benefitting the Property. In addition to satisfying the Lease Conditions, Tenant shall have the right to seek and obtain any and all necessary municipal approvals from the City of West Haven in connection with authorized construction for the completion of the Work at the Premises. Tenant shall be responsible for any and all permits (including final certificates of occupancy) and/or approvals and Landlord agrees to cooperate with Tenant pursuant any such approvals for the Work including any letters of authorization or co-signing any municipal applications as required by the applicable governmental board, agency or commission.

**ARTICLE 3
DELIVERY OF THE PREMISES; LEASE TERM**

3.1 The Lease Term shall be for the period of time specified in the Basic Definitions and Lease Provisions, beginning on the Full Rent Commencement Date and expiring on the Expiration Date.

3.2 Landlord represents and warrants that on the day the Occupancy Conditions are satisfied, all of the structural elements of the Building (including but not limited to the roof) and all of the electrical, mechanical and HVAC and other building systems which service the Premises and the common areas of the Building will be in good working order and repair, specifically, without limitation the roof shall be leak free. Tenant, by entering into actual possession of the Premises on such date, shall be conclusively deemed to have agreed that

Landlord has performed all of its obligations hereunder with respect to preparation of the Premises for Tenant's possession, except for latent defects and the Landlord's representations and warranties contained in this Article 3.2. Landlord shall deliver the Premises to Tenant in its "as is" "where is" condition.

3.3 Subject to delay caused by any act or omission of Tenant or its affiliates, agents, contractors, subcontractors or employees, Tenant shall promptly, and at its sole cost and expense, complete the Work as described and defined on Exhibit "E" attached hereto. Tenant shall use commercially reasonable efforts to cause the Work to be substantially complete in accordance with Exhibit "E" attached hereto. The Work performed by Tenant will be constructed in a good and workmanlike manner, using new materials of good quality and in compliance with all applicable laws, rules and regulations.

3.4 Tenant will be permitted by Landlord to enter the Building and the Premises at any time on or after the Effective Date for the purpose of performing the Work and for the purpose of installing its fixtures and other equipment. Tenant or Tenant's Contractor shall not commence the construction of the Work until (i) Tenant shall have obtained Landlord's written approval of the Plans and Specifications, which shall not be unreasonably withheld, delayed or conditioned, (ii) Tenant and/or Tenant's Contractor shall have deposited with Landlord the certificates of insurance required in this Lease, and (iii) Tenant shall have otherwise complied with the requirements set forth in Sections 10.4 and 10.5 of this Lease. Tenant shall, at its sole cost and expense, remove from the Building and the Premises all trash which may accumulate in connection with Tenant's Work and, should Tenant fail to do so within ten (10) days of written notice, Landlord may, in addition to any other right or remedy of Landlord, remove such trash following such written notice, at Tenant's sole cost and expense, and the expenses so incurred by Landlord shall be due and payable by Tenant as Additional Rent, upon demand. Upon the expiration of the Lease Term or earlier termination of this Lease, all improvements to the Premises, not including any trade fixtures, equipment or other removable personal property which are not deemed "fixtures" under Article 9 of the Connecticut Uniform Commercial Code shall be Landlord's property and shall be surrendered to Landlord.

3.5 In the event any mechanic's or other lien shall at any time be filed against the Building or the Premises by reason of work, labor, services or materials performed or furnished, or alleged to be performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant, at its sole cost and expense, and within sixty (60) days of filing, shall cause the same to be discharged of record or bonded and provide Landlord with reasonably acceptable evidence that Tenant has escrowed a sufficient amount equal to the amount of the mechanic's lien with a title insurance company reasonably acceptable to Landlord; provided; however, in the event Tenant elects to escrow funds with a title insurance company, and Landlord requires release of said lien, Tenant shall obtain a release of such lien within ninety (90) days of such filing. If Tenant shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due or may cause the same to be bonded, and the amount so paid by Landlord, including reasonable attorneys' fees incurred by Landlord in either defending against such lien or procuring the discharge or bonding of such lien, shall be due and payable by Tenant to Landlord, as Additional Rent, upon demand.

All furniture, fixtures and equipment, inventory, signage, personal property and apparatus owned by Tenant and installed at the Premises other than HVAC and other building equipment or systems affixed to the Premises or needed for the general operations of the Premises (collectively the "*Trade Fixtures*") shall remain the property of Tenant and shall be removable at any time, including upon the expiration or earlier termination of the Lease Term; and provided further that Tenant shall repair any material damage to the Premises caused by the removal of said Trade Fixtures, normal wear and tear and casualty excepted. In the event Tenant, its subtenants or assigns acquires or leases Trade Fixtures to be installed and used upon the Property subject to retaining title, conditional sale contract, chattel mortgage or other security agreement or lease, Landlord agrees to execute and deliver to any such secured creditor a waiver of any lien Landlord may have upon such personal property. Such waiver will be on a commercially reasonable form provided by Tenant, or Tenant's creditor, authorizing the secured creditor to enter upon the Premises and remove such personal property upon the occurrence of an event of default under the terms of the security agreement or lease.

3.6 Following the Commencement Date, Landlord shall prepare a Commencement Date Letter in the form attached hereto as Exhibit "F" setting forth the Commencement Date, Expiration Date and revising the Base Rental scheduled set forth in item 10 of the Basic Definitions and Lease Provisions by inserting specific dates for the narrative contained therein and confirming Tenant's acceptance of the Premises. Tenant shall execute and deliver the Commencement Date Letter to Landlord within ten (10) days after delivery by Landlord.

ARTICLE 4 RENT

4.1 Tenant promises and agrees to pay Landlord at Landlord's address set forth in the Lease, or such other address as Landlord may provide to Tenant in writing from time to time, the Base Rental and Additional Rent and all other rent charged under this Lease without deduction or set off, except as otherwise expressly set forth herein. Base Rental shall be payable in monthly installments as provided in the Basic Definitions and Lease Provisions commencing on the Full Rent Commencement Date and continuing on the first day of each calendar month during each Lease Year without notice or demand. If the Full Rent Commencement Date is other than the first day of a calendar month, the first monthly installment of Base Rental shall include a pro rata installment of Base Rental for the period from the Full Rent Commencement Date to the last day of the month in which the Full Rent Commencement Date occurs based upon the Base Rental payable during the first Lease Year.

4.2 Commencing on the Full Rent Commencement Date, Landlord shall charge to Tenant and Tenant agrees to pay as "Additional Rent" Tenant's Pro Rata Share of Basic Costs in accordance with the provisions of Exhibit "C" attached hereto and incorporated herein by reference. If the Full Rent Commencement Date is other than the first day of a calendar month, the Tenant's Pro Rata Share of the Basic Costs for such fractional month shall be pro rated.

4.3 Tenant hereby acknowledges that late payment to Landlord of the monthly Base Rental due hereunder will cause Landlord to incur costs and inconvenience not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. If any monthly

Base Rental due from Tenant is not received by Landlord or Landlord's designated agent within ten (10) days after its due date, then Tenant shall pay to Landlord as a late charge three (3%) percent of such overdue amount, plus any reasonable attorneys' fees incurred by Landlord by reason of Tenant's failure to pay such Base Rental when due hereunder; provided; however, that Tenant shall be entitled to one (1) written notice plus ten (10) days thereafter for any late payment during each twelve (12) month period during the Lease Term before being assessed said late charge. The parties hereby agree that such late charge(s) represent a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment. Landlord's acceptance of such late charges shall not constitute a waiver of an Event of Default with respect to such failure to pay when due or stop Landlord from exercising any of the other rights and remedies granted hereunder.

4.4 All payments required of Tenant under the Lease shall bear interest, beginning on the tenth (10th) day after the applicable due date until paid at the lesser of eight percent (8%) per annum or the maximum lawful rate (the "*Default Interest*"). In no event, however, shall the charges permitted under this paragraph or elsewhere in this Lease, to the extent the same are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

4.5 No payment by Tenant or receipt by Landlord of a lesser amount than the rent due under this Lease shall be deemed to be other than on account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Lease or at law or in equity.

ARTICLE 5 UTILITIES AND ELECTRICAL EQUIPMENT

5.1 Tenant shall be solely responsible for the payment of any imposition charged by applicable governmental jurisdictions or utility providers which are commonly referred to under one of the following names, which list is included for illustrative purposes only and is not intended to be exhaustive: connection charges, availability fees, tie-in fees, meter fees or charges, "tap-in" or tap fees or impact charges and any similar imposition charged by applicable governmental jurisdiction or utility provider associated or incurred in connection with Tenant's Work and/or Permitted Use of the Premises. All utilities shall be separately metered by the applicable utility company with the installation of said meters to be at Tenant's expense. Landlord shall have no obligation for any nonpayment by Tenant of any such utility charges and Tenant shall indemnify and hold Landlord harmless for any failure, rate value or non-payment of any utility charges.

5.2 Landlord shall not be liable to Tenant for damages or otherwise (a) if any utility shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility or (b) for any interruption in any service hereunder (including, without limitation, any heating, ventilation or air-conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Tenant

(constructive or otherwise). In no event shall Landlord be liable to Tenant for punitive, indirect or consequential damages. The forgoing notwithstanding, in the event Tenant is unable to operate its business from a part or all of the Premises due to the interruption of any utilities and services or if Tenant is unable to use the Premises in the normal course of its business due to Landlord's gross negligence or the gross negligence of Landlord's employees, agents, servants or contractors and provided Tenant shall not be in default beyond applicable notice and cure periods, Tenant shall receive a proportionate abatement of Base Rental for the period of time commencing upon the fifth (5th) consecutive business day upon which Tenant is unable to operate its business from the Premises and extending through the day prior to the day Tenant may reopen the Premises. In the event that an essential service to the Building or the Premises that is the responsibility of Landlord is interrupted, Landlord shall use reasonably diligent efforts to restore said service.

5.3 Tenant shall not install any electrical equipment requiring special wiring or voltage exceeding Building capacity unless approved in advance by Landlord, which approval shall not be unreasonably withheld or delayed. In no event will the use of electricity in the Premises exceed the capacity of existing feeders and risers to, or wiring in, the Premises. If additional risers or wiring is/are required to meet Tenant's excess electrical requirements, Landlord, in its sole and absolute discretion, may elect to permit same at the sole cost and expense of Tenant, provided such additional feeders, risers or wirings shall not cause permanent damage or injury to the Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expenses, or interfere with or disturb other tenants of the Building. If Tenant uses machines or equipment in the Premises which affect the standard temperature otherwise maintained by the air conditioning system, Tenant, at its option, may, upon approval by Landlord and Landlord's building engineer, install supplemental air conditioning units or other supplemental equipment in the Premises, and the cost thereof, including the cost of installation, operation, use, and maintenance, shall be paid by Tenant.

ARTICLE 6 GARBAGE, TRASH AND OTHER SERVICE

6.1 Tenant shall be solely responsible for trash and garbage removal from the Premises, including the placing of all trash and garbage in containers, designated by Landlord. Tenant shall, at its expense, provide the Premises (including, without limitation, exterior plate glass, exterior doors and framing, exterior walls, exterior signs and the sidewalks immediately adjacent to the Premises) with those janitorial, window cleaning, degreasing, pest and vermin control, and other services necessary to maintain the Premises at all times during the Lease Term in clean, sanitary, and safe condition in accordance with the standards of comparable Premises.

ARTICLE 7 USE

7.1 Tenant shall use the Premises only for the Permitted Use. Without the prior express written consent of Landlord, Tenant shall not occupy or use the Premises, or permit any portion of the Premises or Property to be occupied or used, for any business or purpose other than the Permitted Use or for any use or purpose which is unlawful or deemed to be dangerous to

life, limb or property, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the premiums for insurance coverage on the Building or contents therein (other than its normal business operations), or invalidate any insurance coverage on the Building. Tenant shall conduct its business and control its agents, employees and invitees in such a manner as not to create any nuisance, nor interfere with, annoy or disturb other tenants, if any. Tenant shall not commit waste and shall maintain the Premises in a clean, healthful and safe condition and shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal, insurance and other agencies or bodies having any jurisdiction thereof) with reference to the use of the Premises by Tenant, including, without limitation, all environmental, health and safety laws. Tenant shall secure at its own expense all permits and licenses required for the transaction of business from the Premises in accordance with the Permitted Use. Tenant shall receive or take delivery of goods or merchandise and shall remove all garbage and trash in the manner and areas reasonably prescribed by Landlord from time to time or designated for such use. Tenant shall not keep any substance or carry on or permit any operation which might emit offensive odors or conditions outside of the Building or use any apparatus which might make undue noise or vibrations outside of the Building, other than the Permitted Use. Tenant further agrees not to install amplifiers or similar devices or use in or about the Premises an advertising medium which may be heard outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

7.2 Tenant shall, and shall cause all its employees, agents, contractors and invitees to, comply fully with all reasonable rules and regulations of the Building adopted by Landlord from time to time and uniformly applied to all tenants of the Building. A copy of the rules and regulations for the Building, existing on the Effective Date, are attached hereto as Exhibit "D". Landlord shall at all times have the right to change such rules and regulations or to promulgate other rules and regulations in such reasonable manner as may be deemed advisable for the safety, care, or cleanliness of the Building or Premises, and for the preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to Tenant and all other tenants in the Building in writing and shall be carried out and observed by Tenant so long as they are uniformly enforced against all of the tenants in the Building.

ARTICLE 8 GRAPHICS

8.1 Tenant may not install any signs, window or door lettering or advertising media of any type (collectively, "*graphics*") in, on or about the Premises, Building or Property or any part thereof, without Landlord's prior written permission, which permission may not be unreasonably withheld or delayed or conditioned. Should Landlord agree in writing to such graphics, Tenant agrees to maintain them in good condition and repair at all times. Tenant shall have the right to install signage at its sole cost and expense, identifying Tenant's name at the entrance way or access way to the Premises, as well as signage identifying its front door, as well as loading docks at the Premises. All such signage shall be subject to applicable municipal rules and regulations and subject to Landlord's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned.

ARTICLE 9 COMMON AREAS

9.1 The use and occupation by Tenant of the Premises shall include non-exclusive use of the common areas. The term "*common areas*" shall mean those portions of the Building and the Property intended for the common use of all tenants including (to the extent existing), among other facilities, the parking area, service roads, sidewalks, and such other facilities as may be designated by Landlord from time to time as common areas, subject, however, to the terms and conditions of this Lease and to the rules and regulations governing the use of the common areas as reasonably prescribed from time to time by Landlord. Landlord shall have the right from time to time to change the area, level, location and arrangement of the common areas.

9.2 The common areas shall at all times be subject to the exclusive control and management of Landlord. Landlord shall maintain the common areas in good condition and repair throughout the Lease Term.

ARTICLE 10 ALTERATIONS

10.1 Any leasehold improvements to the Premises contemplated by Landlord and Tenant to be made prior to the commencement of the Lease Term shall be performed in accordance with the provisions of Exhibit "E", attached hereto and incorporated herein by reference (the "*Tenant's Work*" or "*Work*").

10.2 Other than any leasehold improvements to be made under Section 10.1, Tenant shall not make, or allow to be made, any alterations, additions or improvements to the Premises without the prior written approval of Landlord which approval shall not be unreasonably withheld, conditioned, or delayed; provided; however, that Tenant shall have the right to make any minor decorations or cosmetic changes or changes to the wall coverings or floor coverings in the Premises. All alterations, additions or improvements installed on the Premises by either party, including, without limitation, fixtures, but excluding readily movable trade fixtures and Tenant's personal property, shall become the property of Landlord at the expiration or earlier termination of the Lease Term, unless Landlord requests their removal, in which event, Tenant shall remove any such alterations, additions or improvements and restore the Premises to its original condition at Tenant's sole cost and expense. If Tenant requests removal of any such improvements or additions, Landlord shall notify Tenant at the time that it approves such alterations or additions. In no event shall Tenant be responsible for the removal of any interior walls, corridors or doorways constructed within the Building.

10.3 Prior to commencing any construction work on the Premises which requires Landlord's approval pursuant to the terms of this Lease, Tenant must furnish to Landlord adequate plans and specifications for the written approval of Landlord which approval shall not be unreasonably withheld, conditioned or delayed. Landlord's failure to provide Tenant written approval of Tenant's plans and specifications within fifteen (15) business days of submission of such plans and specifications to Landlord, shall mean that the Landlord shall be deemed to have approved such plans and specifications submitted to Landlord. Once approved, Tenant shall not

modify the plans and specifications without, again, obtaining the written approval of Landlord which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord's approval of the plans and specifications shall not be deemed to be a representation by Landlord that such plans and specifications comply with applicable insurance requirements, building codes, ordinances, laws or regulations.

10.4 All construction work shall be performed by contractors and subcontractors approved in writing by Landlord prior to commencement of such work, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall cause all of its contractors and subcontractors to procure and maintain insurance coverage against such risks and in such amounts as Landlord may commercially reasonably require and with such companies as Landlord may reasonably approve. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from any such construction work performed by Tenant or on Tenant's behalf.

10.5 All construction work by, or on behalf of, Tenant must be performed in a good and workmanlike manner substantially in accordance with the approved plans and specifications, lien-free, and in compliance in all material respects with all governmental laws and requirements. Tenant shall only utilize materials of a quality that is equal or better than the quality of those materials already on the Premises.

10.6 Tenant shall not permit any mechanic's liens to be filed against the Premises or the Building for any work performed, materials furnished, or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall, within sixty (60) days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien (or so much thereof for which Tenant is responsible) or otherwise have the lien removed of record or put in escrow with a title insurance company acceptable to Landlord the amount of the claim of the lien while it diligently pursues in settling or having said lien bonded or discharged; provided; however, in the event Tenant elects to escrow funds with a title insurance company as set forth herein and Landlord shall require a release of said lien, Tenant shall obtain a release of such lien within ninety (90) days of filing. If Tenant fails to timely take either such action, then Landlord may, at its election, pay the lien claim without inquiry as to the validity thereof, and any amounts so paid (for which Tenant is responsible hereunder), plus Landlord's expenses, shall be paid by Tenant to Landlord as Additional Rent upon demand.

ARTICLE 11 REPAIRS

11.1 Landlord, at its sole cost and expense, shall maintain, repair and replace all structural components of the roof and walls of the Building unless such repairs are needed by fire or other casualty in which event the provisions of Article 15 shall govern and control. Any other capital improvements or major repairs to the Premises, including, but not limited to, any Building systems, the HVAC systems installed by Landlord and existing in the Building as of the Effective Date (including but not limited to electrical and other building systems servicing the Premises), or major repairs to the parking lot or area shall be maintained and performed by Landlord and the cost shall be amortized in accordance with Exhibit "C", paragraph (c) unless such repairs are necessitated by fire or other casualty, in which event, the provisions of Article

15 shall govern and control. Subject to the provisions of any waiver contained in Section 13.2, Landlord shall not be required to make any repairs occasioned by the acts or negligence of Tenant, its agents, employees, contractors and invitees. Tenant shall give prompt written notice to Landlord of the need for repairs or corrections and Landlord shall have a reasonable time to make such repairs or corrections.

11.2 Tenant, at its sole cost and expense, shall keep in good condition and repair all parts of the Premises that are not the responsibility of Landlord under Section 11.1, above. Notwithstanding anything to the contrary in Section 11.1 or elsewhere in this Lease, Tenant shall be responsible for maintaining the entire HVAC servicing the Premises and for replacing any HVAC units needing replacement that were installed by Tenant as part of Tenant's work. Any such repairs to the Premises by Tenant shall be performed in a good and workmanlike manner with new materials of equivalent or better quality to those items being replaced and Tenant shall only use contractors approved in writing by Landlord prior to the commencement of such repairs, which approval shall not be unreasonably withheld, conditioned, or delayed. In addition, but subject to the provisions of any waiver contained in Section 13.2, Tenant shall repair any damage to portions of the Building other than the Premises if occasioned by the acts or negligence of Tenant, its agents, employees, contractors and invitees. After written notice to Tenant, Landlord may, however, at its option and at the cost and expense of Tenant, repair or replace any damage or injury done to the Building or any part thereof, caused by Tenant, its agents, employees, contractors or invitees. If Landlord repairs or replaces any damage to the Building caused by Tenant, Tenant shall reimburse Landlord for the reasonable costs of such repairs upon demand.

11.3 In the event that any repairs or replacements are made to the Building or any of the common areas, including the parking area, which repair shall have a useful life beyond the Lease Term, then, if Tenant is liable for such cost or expense pursuant to the terms of this Lease, said repair or capital improvement shall be prorated over the useful life and Tenant shall only be responsible on an annualized basis for that cost for the remainder of its Lease Term and any Option Term exercise by Tenant.

ARTICLE 12 ASSIGNMENT AND SUBLETTING

12.1 Except as otherwise expressed provided in this Article 12, Tenant shall not, without the prior written consent of Landlord which consent (except in the case of a proposed encumbrance of the Premises) shall not be unreasonably withheld, conditioned, or delayed, (i) advertise that any portion of the Premises is available for lease, (ii) assign, transfer or encumber this Lease or any estate or interest herein, (iii) sublet the Premises, (iv) grant any license, concession, or other right of occupancy of any portion of the Premises, or (v) permit the use of the Premises by any parties other than Tenant (any of the events listed in Sections 12.1(ii) through 12.1(v) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the

proposed transferee's creditworthiness and character. Tenant shall reimburse Landlord for its reasonable attorneys' fees and other expenses incurred in connection with considering any request for its consent to a Transfer up to \$3,500. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the obligations of Tenant hereunder. Landlord's consent to a Transfer shall not release Tenant from performing its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all Rents becoming due to Tenant and apply such Rents against Base Rental and other amounts due under this Lease. Tenant authorizes its transferees to make payments of Base Rental and Additional Rent directly to Landlord upon receipt of written notice from Landlord to do so. At Tenant's request, Landlord agrees to execute a landlord's waiver or collateral assignment of this Lease, each, in form reasonably satisfactory to Landlord to Tenant's bank or finance company in connection with any financing transaction by said lender to Tenant on the lender's standard form subject to Landlord's reasonable review and approval.

12.2 Landlord may, within fifteen (15) days after submission of Tenant's written request for Landlord's consent to a Transfer, cancel this Lease as of the date the proposed Transfer was to be effective. Thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person) without liability to Tenant.

12.3 In the event Landlord consents to any Transfer, whether an assignment or sublet, fifty percent (50%) of the net consideration actually received by Tenant shall be paid to Landlord. Net consideration shall mean the total amount of rent received by Tenant which exceeds the total rent paid by Tenant hereunder after first deducting any reasonable and customary costs or expenses incurred in connection with such assignment or subletting as the case may be such as brokerage, legal fees, construction costs, financial concessions granted in such sublease or assignment. Notwithstanding anything contrary contained herein, the consideration paid to Tenant on any sale of the Tenant's business and the assignment of its interest in this Lease as part of the sale of the business shall not be subject to the provisions of this Article 12.3 and no such sums paid to Tenant shall be payable to the Landlord pursuant to the terms of this Section 12.3.

12.4 (a) Notwithstanding anything to the contrary in Section 12.1, Tenant may, without Landlord's consent, assign this Lease or sublet all or any portion of the Premises to, or allow the Premises to be used by, any Permitted Transferee (as all such terms are defined below). For purposes of this Section 12.4, the following terms shall have the following meanings:

"Related Entity" means any corporation or other business entity which controls, is controlled by or is under common control with Tenant. For purposes of the preceding sentence, "control" means either (i) ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question or (ii) the power to direct the management and policies of such entity.

“Successor Entity” means any one of the following: (i) an entity resulting from a merger, consolidation, reorganization or recapitalization of or with Tenant or (ii) a purchaser (or other transferee) of all or substantially all of Tenant’s assets and all or substantially all of such Tenant’s liabilities (including the liabilities of Tenant hereunder) or (iii) any person or entity purchasing the business which Tenant conducts at the Premises.

“Qualified Business Group Holder” means any entity which acquires all or substantially all of the business of any division of, or other operational group within, Tenant, which division or other operational group occupied space in the Premises prior to such acquisition (including an entity created pursuant to a spin off of such division or other group, or an entity acquiring such business pursuant to an out sourcing program).

“Permitted Transferee” shall mean any Related Entity, Successor Entity or Qualified Business Group Holder provided that any Successor of Tenant in connection with a purchase of all or substantially all of the assets or equity of Tenant shall have the financial ability to fulfill the obligations of the Tenant remaining under the terms of this Lease and, in the case of a merger or consolidation, that such Successor of Tenant after giving effect to any merger or consolidation shall have sufficient assets to perform its obligation under this Lease, and further provided that if such Permitted Transferee intends to use the Premises for the Permitted Use, the license issued by the State of Connecticut shall be fully assigned to such Permitted Transferee.

12.5 Landlord may sell, transfer, assign or convey all or any part of its interest in the Building, Property and this Lease and, in the event Landlord (i) assigns its interest in this Lease, and (ii) transfers the Security Deposit to Landlord’s successor-in-interest, Landlord shall be released from any further obligation and liabilities hereunder from the date of such assignment or transfer, and Tenant agrees to attorn and look solely to Landlord’s successor-in-interest for performance of such obligation and provided that Tenant has been informed in writing that Landlord’s successor-in-interest has assumed in writing all of the obligations of Landlord under this Lease.

ARTICLE 13 INSURANCE; WAIVERS; SUBROGATION; INDEMNITY

13.1 Tenant shall at its expense procure and maintain throughout the Lease Term the following insurance policies: (i) commercial general liability insurance, on an occurrence basis, in amounts of not less than \$1,000,000.00 per occurrence \$3,000,000.00 aggregate combined single limit, or such other amounts as Landlord may from time to time reasonably require, insuring Tenant, Landlord and Landlord’s agents (of whom Tenant is informed in writing by Landlord) against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, and containing contractual liability insurance coverage with respect to Tenant’s indemnity obligations hereunder, (ii) property insurance in the broadest available “special form” or “all risks” covering the full value of Tenant’s leasehold improvements, personal property and other property (including the property of others), located in or on the Premises. Tenant’s insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance, Landlord’s policy will be excess over Tenant’s policy. Tenant shall furnish certificates of insurance and such other evidence satisfactory to Landlord of the maintenance of

all insurance coverage's required hereunder prior to the Commencement Date. All such required liability insurance policies shall name Landlord as loss payee and an additional insured, and otherwise shall be in form, and issued by companies, reasonably satisfactory to Landlord. Tenant's failure to maintain any insurance hereunder shall constitute an Event of Default without any written notice required of Landlord and, in such event, Landlord shall have the right, but not the obligation, to purchase any insurance that has lapsed. Should Landlord elect to purchase insurance on behalf of Tenant, then Tenant shall reimburse to Landlord the cost of such insurance within twenty (20) days of the date of written notice from Landlord seeking the reimbursement. The policy limits of any insurance required to be carried by Tenant shall not limit the liability of Tenant under this Lease.

13.2 Landlord shall not be liable to Tenant or those claiming by, through, or under Tenant for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "Loss") caused by casualty, theft, fire, third parties, or any other matter (including Losses arising through repair or alteration of any part of the Building, or failure to make repairs, or from any other cause), regardless of whether the negligence of any party caused such Loss in whole or in part. Landlord and Tenant waive any claim each might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is covered under any insurance policy that covers the Building, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or, in the case of Tenant's waiver, is required to be insured against under the terms of the Lease, regardless that the negligence or fault of the other party caused such loss; however, the waiver shall not apply to the portion of any damage which is not reimbursed by the damaged party's insurance by reason of the deductible in such party's insurance coverage, or apply to any coinsurance penalty which Landlord might sustain. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

13.3 Subject to the provisions of Section 13.2, Tenant shall defend, indemnify, and hold harmless Landlord and its employees and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees) for any violations or alleged violations of law related to Tenant's use of the Premises, or for any Loss arising from an occurrence on the Premises or caused by or resulting from the acts or omissions of Tenant or Tenant's employees, agents or contractors, or from Tenant's failure to perform any of its obligations under this Lease (other than a Loss arising from the gross negligence or willful misconduct of Landlord or its employees or agents), even though caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of Landlord or its employees and agents, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of Landlord or its employees and agents.

13.4 Subject to the provisions of Section 13.2, Landlord shall defend, indemnify, and hold harmless Tenant and its employees and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees) for any Loss arising from an occurrence on the Premises or caused by or resulting from the acts or omissions of Landlord or Landlord's employees, agents or contractors, or from Landlord's failure to perform any of its obligations under this Lease (other than a Loss arising from the gross negligence or willful misconduct of Tenant or its employees or agents), even though

caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of Tenant or its employees and agents, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of Tenant or its employees and agents.

ARTICLE 14 HAZARDOUS MATERIALS

14.1 Tenant shall not use, and shall not permit any subtenant, licensee, concessionaire, employee or agent (hereinafter, collectively "*Tenant's Representatives*") to use, any portion of the Premises or Building, for the placement, storage, manufacture, disposal or handling of any hazardous materials (hereinafter defined), except Tenant may use (i) materials which while defined as hazardous materials hereunder are customarily used in the process of quality and safety testing of non-explosive material, (ii) *de minimus* amounts of hazardous materials customary and usual to general office use, such as cleaning solvents or toner for copies and printers; provided such use(s) does not cause the Premises to be classified as an "Establishment", as defined under Connecticut General Statutes Sections 22a-134 through 22a-134e (the "Connecticut Transfer Act"), as amended from time to time, and further provided in each case any such use is in compliance in all material respects with all applicable environmental laws (federal, state or local). In the event Tenant or Tenant's Representatives desire to use or place hazardous materials on the Premises, other than the hazardous materials permitted as provided in the preceding sentence, it shall obtain the approval of Landlord by notifying Landlord in writing thirty (30) days prior to such proposed use or placement, provide the names of the hazardous materials, procedures to insure compliance with the applicable environmental law and such other information as Landlord may reasonably request. Landlord may withhold its consent in its sole and absolute discretion.

In the event Tenant or Tenant's Representatives places, releases or discovers any hazardous materials on the Premises or Building in violation of applicable environmental laws, Tenant shall promptly notify Landlord of such fact in writing. Tenant shall not attempt any removal, abatement or remediation of those hazardous materials on the Premises in violation of applicable environmental laws, without obtaining the additional written consent of Landlord, which consent may be specifically conditioned on Landlord's right to approve the scope, timing and techniques of any such work and the appointment of all contractors, engineers, inspectors and consultants in connection with any such work. Tenant shall be responsible for the cost and expense of any removal, abatement and remediation work of any hazardous materials placed, stored, manufactured, disposed of or handled by Tenant or Tenant's Representatives on the Premises or any other portion of the Building. Such costs and expenses shall include, without limitation, the reasonable cost of any supervision by Landlord, its employees or agents, in connection with such work. Tenant shall strictly comply with all environmental laws in connection with any such removal.

Tenant shall indemnify Landlord, its members, managers, officers, employees and agents and defend and hold them harmless, from and against any loss, damage (including, without limitation, a loss in value of the Building or damages due to restrictions on marketing contaminated space), cost, liability or expense (including reasonable attorneys' fees and expenses and court costs) arising out of the placement, storage, use, manufacture, disposal, handling, removal, abatement or remediation of any hazardous materials by Tenant or Tenant's

Representatives on the Premises or Building, or any removal, abatement or remediation of any hazardous materials required hereunder to be performed or paid for by Tenant, with respect to any portion of the Premises or the Building, or arising out of any breach by Tenant of its obligations under this paragraph.

The term "*hazardous materials*" as used herein shall mean (i) any "*hazardous waste*" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "*hazardous substance*" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos or polychlorinated biphenyls; (iv) any substance the presence of which on the Building or on the Premises is prohibited or regulated by any federal, state or local law, regulation, code or rule; and (v) any other substance which requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment, or disposal.

Landlord hereby agrees that Tenant's obligations under this Article 14 shall not include any existing hazardous materials or hazardous substance that is the subject of the ground water monitoring testing being conducted by Landlord for certain compounds and substances (EPTH, VOC's and gold) in connection with complying with the Connecticut Transfer Act. Landlord assumes and is solely responsible for all costs and expenses in connection with the compliance with the Connecticut Transfer Act including the cost of the ground water monitoring presently being conducted at the Property.

14.2 The indemnification provisions contained in this Article 14 shall survive the termination of this Lease. Tenant warrants and represents to Landlord that Tenant's intended Permitted Use of the Premises and its current manufacturing operations do not cause the Premises to be classified as an "Establishment" under the Connecticut Transfer Act as of the date hereof.

14.3 During the terms of this Lease, Landlord, its agents, contractors or representatives, shall have access to the Premises to enter the Premises to access the existing monitoring wells located in the Premises for purposes of taking ground water samples. Landlord, or Landlord's contractors or representatives, shall provide reasonable advance notice to Tenant and shall perform its activities in a manner not to unreasonably interfere or disrupt Tenant's business operations.

ARTICLE 15 FIRE AND CASUALTY

15.1 (a) If the Premises or Building or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord and (i) if the damage is such that, in the reasonable judgment of Landlord, can be repaired within ninety (90) days from the date of such casualty (or within thirty (30) days from the date of such casualty if less than one (1) year remains in the Lease Term), then Landlord shall repair such damage or destruction (including leasehold improvements installed in the Premises and paid for by Landlord as provided in Exhibit "E" hereto) with reasonable diligence or (ii) if the damage is

such that in the reasonable judgment of Landlord cannot be repaired within ninety (90) days from the date of such casualty (or within thirty (30) days from the date of such casualty if less than one (1) year remains in the Lease Term), then Landlord or Tenant may, at its option, terminate this Lease by notifying Tenant or Landlord, as the case may be, in writing of such termination within thirty (30) days after the date of such damage, in which event the rent hereunder shall be abated as of the date of such damage. If such damage can, in Landlord's reasonable judgment, be repaired within the applicable time period set forth in clause (i) of the preceding sentence, or if Landlord and Tenant do not elect to terminate this Lease as provided in clause (ii) of the preceding sentence, Landlord shall, as soon as reasonably practical after the date of such damage, commence to repair and restore the Building with reasonable diligence (except that Landlord shall not be responsible for delays outside its reasonable control) to substantially the same condition in which it was immediately prior to the happening of the casualty (reasonable wear and tear excepted), except that Landlord shall not be required to rebuild, repair or replace any part of Tenant's leasehold improvements (except to the extent originally paid for by Landlord), furniture, furnishings or fixtures and equipment removable by Tenant under the provisions of this Lease. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control. In the event Landlord does not complete such repairs within the time period set forth in this Section 15.1(a), then the Tenant shall have the right to terminate this Lease by giving written notice of such termination to Landlord within ten (10) days after the end of such applicable period; provided, however, in the event that the completion of such repairs shall be delayed for reasons beyond Landlord's control, the time for completion shall be extended by the period of such delay.

(b) Notwithstanding the foregoing to the contrary, if the casualty prevents Tenant from the reasonable conduct of its business in the Premises and it is estimated to require a period in excess of ninety (90) days from the date of the casualty (or in excess of thirty (30) days from the date of the casualty if less than one (1) year remains in the Lease Term) to repair and restore the Building and/or Premises to the condition that Tenant may again reasonably conduct business from the Premises, then Tenant may elect to terminate this Lease by giving written notice to Landlord within thirty (30) days after the date of the casualty advising of Tenant's election to terminate. Landlord shall use reasonable efforts to obtain an estimate from Landlord's proposed contractor of the time period estimated to complete repairs and restoration following a casualty and provide such estimate to Tenant within twenty (20) days following the date of the casualty. If the estimated time period is less than sixty (60) days (or thirty (30) days during the last year of the Term) or Tenant, having the right hereunder, does not elect to terminate, then Tenant shall be deemed to waive the right to terminate under the provisions of this Section 15.1(b).

15.2 Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof. If the Premises shall be partially damaged or destroyed or rendered untenable or inaccessible, then the Base Rental and all Additional Rent shall be abated in proportion to the Premises that has been rendered untenable, inaccessible or unfit for Tenant's use and occupancy for the period from the date of such damage or casualty until the date upon which Landlord's restoration work is substantially completed. If the Premises are totally damaged or destroyed or rendered untenable or inaccessible, then the Base Rental and Additional Rent shall abate completely as of the date damage or destruction and until the date that Landlord's restoration work is completed.

**ARTICLE 16
CONDEMNATION**

16.1 If all of the Building or all of the Property or Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the Base Rental and Additional Rent shall be abated during the unexpired portion of the Lease Term, effective on the date of taking by the condemning authority, and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term.

16.2 In the event a portion but not all of the Property or Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, by private sale in lieu thereof and the partial taking or condemnation shall render the Building or Premises unsuitable for continued operation, then Landlord shall have the option, in its sole and absolute discretion, of terminating this Lease or, at Landlord's sole risk and expense, restoring and reconstructing the Building to the extent necessary to make same reasonably tenantable. If so much of the Premises, Property or Building as is necessary for Tenant's reasonable use and occupancy of the Premises for the Permitted Use shall be so taken, then Tenant shall have the right to terminate this Lease as of the date title vests in the taking authority. Should Landlord have the right to terminate as provided in the first sentence of this Section 16.2, but does not elect to terminate this Lease and/or should Tenant have the right to terminate as provided in the second sentence of this Section 16.2, but does not elect to terminate this Lease, then Landlord shall restore the Premises and this Lease shall continue in full force and effect with the rent payable during the unexpired portion of this Lease being adjusted to such an extent as may be fair and reasonable under the circumstances, and Tenant shall have no claim against Landlord for the value of any interrupted portion of this Lease.

16.3 Landlord shall be entitled to receive all of the compensation awarded upon a condemnation (or the proceeds of a private sale in lieu thereof) of all or any part of the Property, the Building or the Premises, including any award for the value of any unexpired Lease Term, and Tenant hereby assigns to Landlord and expressly waives all claim to any such compensation. Tenant reserves for itself any separate award made for relocation and moving costs or loss of any of Tenant's trade fixtures and improvements and alterations installed by Tenant.

**ARTICLE 17
SUBORDINATION, ATTORNMENT, ESTOPPEL**

17.1 With respect to any mortgages that exist as of the date hereof or that hereafter become a lien upon the Property or the Building, Tenant agrees that this Lease and all rights of Tenant hereunder shall be subordinate to all such mortgage(s) subject to the holder of such subsequent mortgage(s) executing and delivering to Tenant a Non-Disturbance Agreement in form and content reasonably acceptable to said mortgagee.

17.2 Subject to the provisions of Section 17.1, this Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (a "*Mortgage*"), or any ground lease, master lease, or primary lease (a "*Primary Lease*"), that now or hereafter covers all or any part of the

Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "*Landlord's Mortgagee*"), including any modifications, renewals or extensions of such Mortgage or Primary Lease. Notwithstanding the foregoing, Tenant agrees that any such Landlord's Mortgagee shall have the right at any time to subordinate such Mortgage or Primary Lease to this Lease on such terms and subject to such conditions as Landlord's Mortgagee may deem appropriate in its discretion. Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the Landlord's Mortgagee as Landlord may request.

17.3 Tenant shall attorn to any party succeeding to Landlord's interest in the Premises or Building, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

17.4 Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested or by overnight express mail service, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given in writing to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity (not to exceed thirty (30) days) to start to perform Landlord's obligations hereunder.

17.5 Tenant agrees that, within ten (10) days of written request by Landlord, it will execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that, to Tenant's knowledge, Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

ARTICLE 18 EVENTS OF DEFAULT

18.1 The following shall be deemed to be Events of Default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Base Rental and Additional Rent or any other monetary sum within five (5) days after the same becomes due and upon written notice to Tenant that it is in default of said payment under this Lease; provided; however, Landlord shall be required to give Tenant only one (1) such notice in any consecutive twelve (12) month period.

(b) Tenant shall fail to comply with any other term, provision or covenant of this Lease, other than the payment of a monetary sum, and such failure shall not be cured, or commenced to be cured, within thirty (30) days after written notice thereof to Tenant indicating such failure and requiring it to be remedied; provided; however, if such failure cannot reasonably be cured within such thirty (30) day period, no Event of Default shall be deemed to have occurred so long as Tenant commences the cure within such thirty (30) day period and thereafter

diligently and continuously pursues the cure thereof, and provided that in any event said default shall be cured within one hundred twenty (120) days after written notice of such non-payment default.

(c) Tenant shall become insolvent or admit in writing its inability to pay its debts as they become due, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any state or federal bankruptcy or other insolvency statutes or Tenant shall be adjudged bankrupt or insolvent in proceeding filed against Tenant and such adjudication shall not be vacated or set aside within one hundred twenty (120) days.

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and such receivership shall not be terminated or stayed within one hundred twenty (120) days.

(f) The leasehold estate is taken in execution, by writ, or by other legal process in any action by a third party against Tenant.

(g) The liquidation, termination, dissolution, forfeiture or right to do business of or by Tenant.

(h) There shall occur any assignment, subleasing or other transfer of Tenant's interest in this Lease, except as otherwise permitted in this Lease.

ARTICLE 19 REMEDIES

19.1 Following the occurrence of an Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever, except as required by applicable law:

(a) Terminate this Lease in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or damages, enter upon and take possession and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof without being liable for eviction, prosecution or any claim for damages therefor, and Tenant agrees to pay to Landlord, as hereinafter set forth in Section 19.2, within thirty (30) days of written demand the amount of Base Rental and Additional Rent and all other charges due hereunder which would have been payable by Tenant until it vacates or loses possession of the Premises.

(b) Terminate Tenant's right to possession of the Premises, but not this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or damages, enter upon and take possession of the Premises and expel or remove Tenant and any

other person who may be occupying the Premises or any part thereof without being liable for eviction, prosecution or any claim for damages therefor and Tenant agrees to pay to Landlord, as hereinafter set forth in Section 19.2, on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

(c) Enter upon the Premises, without terminating this Lease or Tenant's right to possession and without being liable for eviction, prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the provisions of this Lease, and Tenant agrees to reimburse Landlord upon demand for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant for such action.

(d) Not to re-enter the Premises or terminate this Lease, but to allow Tenant to remain in possession of the Premises, and bring suit against Tenant to collect the monthly rents and other charges provided in this Lease as they accrue. Landlord shall have a right to allow such deficiencies of monthly rents and other charges provided in this Lease to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies.

Tenant agrees that any re-entry into the Premises under the provisions of Section 19.1(b) shall not be deemed a termination of this Lease or an acceptance of the surrender thereof, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease. Tenant also agrees that any notice pursuant to an action for forcible detainer or eviction shall not be deemed to be a termination of this Lease unless Landlord shall have also notified Tenant in writing that it has so elected to terminate this Lease. Any election of the remedy provided in Section 19.1(b) shall not preclude the subsequent election by Landlord of the remedy under Section 19.1(a).

Should Landlord elect to re-enter the Premises under the provisions of Section 19.1(a) or Section 19.1(b), Landlord shall make commercially reasonable efforts to relet the Premises. Nothing herein, however, shall prohibit Landlord from leasing any other vacant space in the Building before leasing the Premises, or from using its business judgment in respect to the releasing of the Premises.

19.2 Should Landlord at any time terminate this Lease or Tenant's right to possession for an Event of Default, Tenant shall remain liable for each and every obligation under this Lease and Landlord shall recover from Tenant, and Tenant shall be liable and pay to Landlord, as damages a sum equal to the following:

- (i) the unpaid monthly Base Rental and Additional Rent and other charges provided in this Lease and which accrued prior to the date of termination;
- (ii) an amount equal to the following:

(A) Until Landlord is able, through commercially reasonable efforts, to relet the Premises at prevailing rates and customary terms, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly rentals and other charges provided in this Lease. If and after the Premises have been relet by Landlord, Tenant shall pay to Landlord on the twentieth (20th) day of each calendar month the difference between the monthly rentals and other charges provided in this Lease for such calendar month and that actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month in excess of the monthly rentals and other charges provided in this Lease, shall be credited to Tenant, first, in reduction of Tenant's liability for any calendar month for which the amount collected by Landlord will be less than the monthly rentals and other charges provided in this Lease and, then, against Tenant's liability for any other damages of Landlord hereunder, and Tenant shall have no right to any excess other than the above-described credits; and

(B) At Landlord's election, Landlord may demand a final settlement, in which event, Landlord shall have a right to accelerate all sums due under this Lease for the entire Lease Term, and Tenant hereby agrees to pay, the difference, if any, between (1) the total monthly rents and other charges provided in this Lease for the remainder of the Lease Term, and (2) the aggregate fair rental value of the Premises for such period (determined as of the time of the final settlement) such difference discounted to present value using the prime rate published in The Wall Street Journal for the region in which the Building is located on the date of the final settlement; and

- (iii) all other costs and damages which Landlord incurred, including, without limitation, any and all reasonable costs of retaking the Premises, reasonable costs of maintaining and preserving the Premises after such retaking, and reasonable costs of reletting the Premises, such as costs to repair the Premises and to pay leasing commissions after first deducting any and all rentals or other charges received by Landlord in connection with any reletting of the Premises.

If Landlord elects to exercise the remedy prescribed in Section 19.2(ii) (A) above, this election shall not prejudice Landlord's right at any time thereafter to cancel said election in favor of the remedy prescribed in Section 19.2 (ii) (B) above.

As used in Article 19, the phrase "the monthly rentals and other charges provided in this Lease" shall mean the monthly amount of Base Rental plus the monthly amount of Tenant's Pro Rata Share of Basic Costs. If Landlord demands a final settlement, then Landlord shall have the right to estimate Tenant's Pro Rata share of Basic Costs for the remainder of the Lease Term based on Tenant's Basic Costs during the Term of this Lease.

Any past due monthly rents and other charges provided in this Lease shall bear interest at the Default Interest rate, defined elsewhere in the Lease.

19.3 Should Landlord re-enter and take possession of the Premises in accordance with applicable law, Landlord may, with respect to any and all furniture, fixtures, equipment and other personal property of Tenant located on the Premises, exercise one or more of the following rights: (i) remove the personal property from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) and place same in storage and, in such event, Tenant shall be liable to Landlord for costs actually incurred by Landlord in connection with such removal and storage and shall indemnify and hold Landlord harmless from all loss, damage, cost, expense and liability in connection with such removal and storage; or (ii) dispose of any of the personal property. Should Landlord elect to dispose of any of the personal property, whether or not such personal property was first placed in storage, Landlord shall give Tenant written notice at Tenant's last known address advising Tenant that Landlord will dispose of the personal property unless Tenant retrieves same within thirty (30) days from the date of the notice and pays to Landlord any costs incurred for storage and/or removal. Landlord shall also have the right to relinquish possession of all or any portion of such personal property to any person claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by such person to grant such person the right to take possession of such personal property, without the necessity on the part of Landlord to inquire into the authenticity of the copy of the instrument or of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which such person purports to act; and Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment of other personal property to the person. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have a law or in equity.

19.4 No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention shall be given to Tenant. Notwithstanding any such re-entry or taking possession of the Premises, Landlord may at any time thereafter elect to terminate this Lease by reason of the Event of Default. Pursuit of any of the remedies set forth in Article 19 shall not preclude pursuit of any of the other remedies in Article 19 or any others provided in this Lease or any other remedies provided by law or in equity. The specific remedies to which Landlord may resort under this Lease are cumulative and are not intended to be exclusive of any other remedies to which Landlord may be lawfully entitled in case of a breach or threatened breach of the Lease. In addition to any other remedies provided in the Lease, Landlord shall be entitled to seek injunctive relief to restrain any violation or threatened violation of the covenants, conditions or provisions of this lease or to compel specific performance. The pursuit of any remedy provided in this Lease shall not constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of rent following an Event of Default hereunder shall not be construed as Landlord's waiver of such Event of Default unless such waiver is expressly stated in writing signed by Landlord. No waiver by Landlord of any violation or breach of the terms, provisions, and covenants of the Lease shall be deemed or

construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Lease. No consent by Landlord to any act of Tenant under this Lease shall be deemed to waive or render unnecessary consent to any subsequent or similar act. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default.

19.5 Landlord and Tenant hereby irrevocably waive, to the extent permitted by law, any right to trial by jury in any lawsuit, action, proceeding, or counterclaim brought by either party hereto against the other on any matter arising out of or connected with this Lease, the acts or omissions of Landlord or Tenant in connection with this Lease, or Tenant's occupancy and use of the Premises and the Building. Notwithstanding the foregoing or any other provision hereof to the contrary, in no event shall either Landlord or Tenant be liable to the other for consequential or punitive damages, even in the case of negligence.

19.6 Tenant shall not for any reason withhold or reduce Tenant's required payments of rent and other charges provided in this Lease, it being agreed that the obligations of Landlord under this Lease are independent of Tenant's obligations except as may be otherwise expressly provided. The immediately preceding sentence shall not be deemed to deny Tenant the pursuit of all rights granted it under this Lease, at law, or in equity.

19.7 In the event of any default described in subsection (d) of Section 18.1 of this Lease, any assumption and assignment must conform with the requirements of the Bankruptcy Code which provides, in part, that Landlord must be provided with adequate assurance of the following: (i) that the proposed assignee has sources to pay monthly rents and any other charges due under this Lease; (ii) that the financial condition and operating performance of any proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the date of execution of this Lease; (iii) that any assumption or assignment is subject to all of the provisions of this Lease (including, but not limited to, restrictions as to use) and will not breach any such provision contained in any other Lease, financing agreement or other agreement relating to the Building; and (iv) that any assumption or assignment will not disrupt any tenant mix or balance, if any, in the Building.

In order to provide Landlord with the assurance contemplated by the Bankruptcy Code but subject to the decision of the Bankruptcy Court, Tenant must fulfill the following obligations, in addition to any other reasonable obligations that Landlord may require, before any assumption of this Lease is effective: (i) all defaults under subsection (a) of Section 18.1 of this Lease must be cured within ten (10) days after the date of assumption; (ii) all other defaults under Section 18.1 of this Lease other than under subsection (d) of Section 18.1 must be cured within ten (10) days after the date of assumption; and (iii) all actual monetary losses incurred by Landlord (including, but not limited to, reasonable attorneys' fees) must be paid to Landlord within ten (10) days after the date of assumption.

ARTICLE 20
LANDLORD'S DEFAULT

20.1 Landlord shall be in default under this Lease if Landlord has not begun and pursued with reasonable diligence the cure of any failure of Landlord to meet its obligations under the Lease within twenty (20) days for a payment obligation or thirty (30) days for a non-payment obligation of the receipt by Landlord of written notice from Tenant of the alleged failure to perform; provided; however, it shall not be an event of default by Landlord if such non-payment obligation it cannot reasonably be cured within such thirty (30) day period, no default shall have occurred so long as Landlord commences the cure within such thirty (30) day period and Landlord uses due diligence in attempting such cure and Landlord cures such condition within ninety (90) days of such written notice. Tenant hereby waives any right to terminate or rescind this Lease as a result of Landlord's default (beyond the applicable notice and cure period) as to any covenant or agreement contained in this Lease or as a result of the breach of any promise or inducement hereof, whether in this Lease or elsewhere and Tenant hereby agrees that Tenant's sole remedies for default hereunder and for breach of any promise or inducement shall be limited to a suit for damages and/or injunctive relief. If Landlord has defaulted in any payment obligation to Tenant, then, after the applicable notice and cure period, Tenant may offset that amount against the rent next coming due. In addition, Tenant hereby covenants that, prior to the exercise of any such remedies, it will give any mortgagee(s) holding a mortgage(s) on the Premises (of which Tenant has been provided written notice and contact information by the Landlord) notice and a reasonable time to cure any default by Landlord (not to exceed thirty (30) days) to start to perform Landlord's obligations hereunder, pursuant to the terms of any agreement between Tenant and said mortgagee.

20.2 The liability of Landlord or Tenant for any default by Landlord or Tenant, as the case may be, under the terms of this Lease shall be limited to such party's actual direct, but not consequential or punitive, damages therefor. Tenant agrees to look solely to the estate and interest of Landlord in the Premises including any rental or proceeds arising therefrom for the collection of any judgment or other judicial process requiring the payment of money by Landlord in the event of a default or breach by Landlord with respect to this Lease, and no other assets of Landlord shall be subject to levy of execution or other procedures for the satisfaction of Tenant's rights. This Section 20.2 shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord.

ARTICLE 21
SURRENDER OF PREMISES; HOLDING OVER

21.1 At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord the Premises "broom-clean" and with all improvements located thereon in good repair and condition, reasonable wear and tear and condemnation and fire or other casualty damage excepted. Tenant may remove all of Tenant's personal property including, but not limited to, unattached trade fixtures, equipment, furniture, and personal property placed in the Premises by Tenant. Additionally, Tenant shall remove such alterations, additions, improvements, trade fixtures, equipment, wiring, and furniture installed in the Premises by or on behalf of the Tenant as Landlord may request in writing or as set forth in this Lease (other than the Work performed

in accordance with Exhibit "E" hereto). Tenant shall repair all damage caused by such removal. All items not so removed, within thirty (30) days after the expiration or earlier termination of this Lease, shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord at any time, thereafter, without notice to Tenant and without any obligation to account for such items. If Landlord incurs any cost in the storage or removal of any such items, Tenant shall pay to Landlord within twenty (20) days of written demand any and all such charges. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

21.2 If Tenant, or any party under Tenant claiming rights to the Lease, holds over after the expiration or termination of this Lease or of Tenant's right to possession, without the consent of the Landlord, Tenant will become a month-to-month tenant and will pay to Landlord each day during the first (1st) month during any holdover period a daily Base Rental equal to one hundred twenty-five percent (125%) of the monthly Base Rental payable during the last month of the Lease Term and thereafter two hundred percent (200%), plus, any Additional Rent due under the other provisions of this Lease. No holding over by Tenant or payment to Landlord after the expiration or earlier termination of this Lease will renew or extend this Lease or prevent Landlord from recovering immediate possession of the Premises by summary proceedings or otherwise, unless Landlord gives Tenant written notice expressly extending this Lease in the event of any holdover beyond a three (3) month period. Tenant will then be liable for all of Landlord's damages resulting from any holdover or occupancy of the Premises after the Lease expires or terminates and Tenant shall indemnify and defend Landlord from any claims arising from Tenant's failure to timely vacate the Premises.

ARTICLE 22 RIGHT OF ACCESS

22.1 Provided Landlord provides at least one (1) day prior written notice and uses reasonable efforts to not unreasonably interfere with Tenant's business operations, Landlord or Landlord's representatives shall have the right to enter into and upon the Premises at any and all reasonable times (i) to inspect, clean or make repairs or alterations or additions to the Premises as Landlord may deem necessary (but without any obligation to do so, except as expressly provided elsewhere in this Lease), (ii) to check or service the groundwater monitoring wells within the Premises, or (iii) to show the Premises to prospective purchasers or lenders, or prospective tenants during the final twelve (12) months of the Lease Term; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall any such entry be deemed to be an actual or constructive eviction. Tenant shall also grant reasonable access to utility companies having meters within the Premises.

ARTICLE 23 MISCELLANEOUS

23.1 **Taxes.** Tenant shall be liable for all taxes levied or assessed against Tenant's personal property, furniture, or fixtures placed by Tenant in the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's Property and Landlord elects to pay the same, or if the assessed value of Landlord's Property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on

such increase, then Tenant shall pay to Landlord, within thirty (30) days of written demand therefor, that part of such taxes for which Tenant is primarily liable hereunder. Landlord agrees that Tenant shall have the right to initiate legal proceedings or any tax appeals to contest the assessment of taxes on the Premises. Tenant shall do so at Tenant's cost and expense and shall inform Landlord in writing. During any tax appeal or tax protest, Tenant shall continue to pay the tax payments during said tax proceedings and shall use an attorney or consultant who has been reasonably approved by Landlord.

23.2 Name. Tenant shall not, without the prior written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises. In no event shall Tenant acquire any rights in or to such name and Landlord reserves the right from time to time and at any time to change the name of the Building.

23.3 Financial Statements. Prior to the execution of this Lease, Tenant shall have delivered to Landlord, its most recent financial statements, certified by an officer to be substantially true and correct in all material aspects, and if available, its most recent financial statements certified, reviewed, or compiled by its certified public accountant. Tenant further agrees to deliver to Landlord, upon Landlord's request, updated financial statements in form and substance prepared by Tenant's accounting firm at least once per year. Landlord shall maintain and keep the information contained in Tenant's financial statements confidential and shall not disclose any such information to any third party or person except to its then current mortgagee and other legal and accounting professionals as reasonably necessary provided Landlord shall use reasonable efforts to ensure that said mortgagee and other legal and accounting professionals shall keep such information on a confidential basis.

23.4 Brokerage. Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than the person(s) listed in the Basic Definitions and Lease Provisions of this Lease (the "*Broker(s)*"). Except for any Broker(s) who shall be compensated by Landlord in accordance with the provisions of a separate agreement, Landlord and Tenant each agree to indemnify the other against all costs, expenses, reasonable attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

23.5 Quiet Enjoyment. Provided Tenant has performed all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of this Lease.

23.6 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, delays due to strikes, riots, acts of God, terrorism, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party. The foregoing shall not excuse, however, the timely payment of rent by Tenant under the provisions of this Lease.

23.7 Notices. All notices and other communications given by one party to the other under the provisions of this Lease shall be in writing, addressed to the party at the address provided in the Basic Definitions and Lease Provisions, and shall be by one of the following: (i) mailed by United States Mail, postage prepaid (first class, priority, or express), certified, with return receipt requested, or (ii) by a nationally recognized overnight courier to the intended address, with a receipt of delivery. All notices shall be effective upon actual receipt. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

23.8 Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause of provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

23.9 Amendments; Construction and Binding Effect. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms thereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee or a successor thereto, no third party shall be deemed a beneficiary hereof.

23.10 Captions. The captions contained in this Lease are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Lease.

23.11 Recording. Tenant shall not record this Lease or permit this Lease to be recorded in the land records of the municipality where the Premises are located. Landlord agrees to execute and provide to Tenant a Notice of Lease in statutory form for purposes of recording said notice in the applicable land records, if Tenant so requests the Notice in writing.

23.12 Time of Essence. Except as otherwise expressly provided in this Lease, time is of the essence.

23.13 Governing Law. The laws of the state in which the Premises are located shall govern the interpretation, validity, performance and enforcement of this Lease.

23.14 Authority. (a) The person executing the Lease on behalf of Tenant hereby represents and warrants that (i) he is duly authorized and empowered to execute this Lease on behalf of Tenant, (ii) Tenant has full right and authority to enter into this Lease, and (iii) upon full execution, this Lease constitutes a valid and binding obligation of Tenant.

(b) The person executing the Lease on behalf of Landlord hereby represents and warrants that (i) he is duly authorized and empowered to execute this Lease on behalf of Landlord, (ii) Landlord has full right and authority to enter into this Lease and (iii) upon full execution, this Lease constitutes a valid and binding obligation of Landlord.

23.15 Approval. Any approval of Landlord required under the provisions of this Lease must be in writing or it shall not be deemed to be effective and, if not in writing, then in the making of proof thereof, Landlord shall be presumed not to have given its approval unless the terms of the Lease provide otherwise.

23.16 No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the Premises or any interest in such fee estate.

23.17 No Partnership. Nothing in this Lease 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 joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other 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.

23.18 No Offer. The submission of this Lease by Landlord to Tenant for examination shall not be construed as an offer to lease or a reservation of an option to lease. Further, it is the intention of the parties that Landlord shall not be bound and Tenant shall not have any rights under this Lease unless and until Landlord executes a copy of this Lease and delivers it to Tenant.

23.19 Non-Disclosure. Tenant will not disclose any terms of its Lease to other tenants in the Building or to the general public. Landlord will not disclose the terms of this Lease to any other party, person or to the general public except to its mortgage lenders, its legal and accounting professionals, to any prospective purchasers of the Property or as required by a court in any legal proceedings and then on the condition that Landlord take reasonable steps for such information shall be kept on a confidential basis.

23.20 Exhibits. All exhibits and attachments attached hereto are incorporated herein by this reference.

- | | |
|---|-------------------------------------|
| Exhibit A - Legal Description | <input checked="" type="checkbox"/> |
| Exhibit B - Outline of Premises | <input checked="" type="checkbox"/> |
| Exhibit C - Operating Expense Reimbursement | <input checked="" type="checkbox"/> |
| Exhibit D - Rules and Regulations | <input checked="" type="checkbox"/> |
| Exhibit E - Tenant Work | <input checked="" type="checkbox"/> |

23.21 **Entire Agreement.** This Lease, including all exhibits attached hereto, constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord, Landlord's agent or Tenant, anyone of the foregoing to the other with respect to this Lease or the obligations to Landlord or Tenant in connection therewith.

23.22 **Counterparts.** This document may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute but one and the same instrument. Facsimile and e-mailed (PDF) signatures shall be afforded the full force and effect of any original signature.

23.23 **Representations and Warranties of Tenant.** Tenant (and, if Tenant is a corporation, partnership, limited liability company or other legal entity, such corporation, partnership, limited liability company or entity) hereby makes the following representations and warranties, each of which is material and being relied upon by Landlord, is true in all respects as of the date of this Lease, and shall survive the expiration or termination of this Lease.

(a) Tenant is duly organized, validly existing under the laws of the state of its organization and is qualified to do business in the State of Connecticut. The persons executing this Lease on behalf of Tenant have the full right and authority to execute this Lease on behalf of Tenant and to bind Tenant without the consent or approval of any other person or entity. Tenant has full power, capacity, authority and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. This Lease is a legal, valid and binding obligation of Tenant, enforceable in accordance with its terms.

(b) Tenant has not (1) made a general assignment for the benefit of creditors, (2) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (3) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (4) suffered the attachment or other judicial seizure of all or substantially all of its assets, (5) admitted in writing its inability to pay its debts as they come due, or (6) made an offer of settlement, extension or composition to its creditors generally.

(c) To the best of Tenant's knowledge, Tenant is not in violation of any Anti-Terrorism Law;

(d) To the best of Tenant's knowledge, Tenant is not, as of the date hereof:

(i) conducting any business or engaging in any transaction or dealing with any Prohibited Person, or any "forbidden entity" (as defined in Illinois Public Act 094-0079), including the governments of Cuba, Iran, Sudan, North Korea, Myanmar, Syria and Venezuela and, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person or forbidden entity;

(ii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or

(iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law; and

(e) Tenant is not a Prohibited Person.

(f) If at any time any of these representations becomes false, then it shall be considered an Event of Default under this Lease.

(g) As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, Title 3 of the USA Patriot Act, Illinois Public Act 094-0079, and any regulations promulgated under any of them. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time. "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; (ii) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

23.24 TENANT ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS LEASE AGREEMENT IS A PART IS A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE OF CONNECTICUT. TENANT HEREBY WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52-278A ET SEQ. AS AMENDED OR UNDER ANY OTHER STATUTE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES LANDLORD MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER.

23.25 **Security Deposit.** Tenant shall deposit with Landlord a sum equal to \$12,750.00 upon the satisfaction of the Occupancy Conditions of this Lease. Landlord shall have the right but not the obligation to use the Security Deposit for any sums due from Tenant under this Lease that are unpaid as provided herein, subject to notice and the applicable cure period.

At Tenant's option, the amount of the Security Deposit may be satisfied at any time by Tenant providing and issuing to Landlord an unconditional Irrevocable Letter of Credit naming Landlord as the beneficiary which Irrevocable Letter of Credit shall be for not less than one (1)

year and contain automatic year-to-year renewals subject to at least thirty (30) days prior written notice of the expiration of the Letter of Credit.

Provided no Event of Default has occurred and is continuing at the expiration or earlier termination of this Lease, Landlord shall refund the Security Deposit to Tenant within thirty (30) days thereof.

ARTICLE 24 RIGHT OF FIRST OFFER

(a) During the Lease Term, Landlord grants to Tenant the right on one occasion only (the "*First Offer Option*") to lease the space which is horizontally contiguous to the Premises (the "*First Offer Space*") when it first becomes available for lease (as a result of non-renewal by the existing tenant) and which Landlord intends in good faith to offer to third parties, subject to the terms and conditions of this Article 24. Tenant's rights under this Article 24 with respect to leasing any First Offer Space is subject to the following conditions:

(i) Tenant is not then in material default beyond applicable cure period of any terms, covenants or conditions under this Lease.

(ii) The First Offer Option cannot be assigned or transferred to any other person or entity and is permitted only to Tenant for Tenant to lease any First Office Space for its own use and occupancy.

(iii) All of Tenant's rights under this Article 24 are subject and subordinated to any expansion rights, renewal rights that had been granted or previously granted to other Building tenants whose leases are executed prior to the date hereof, including any extension rights or renewal options given by Landlord to any such tenants with respect to its lease.

(b) When Landlord determines that First Offer Space is becoming available, Landlord shall provide written notice (the "*First Offer Notice*") of the availability and the date of such availability to Tenant of the First Offer Space. The First Offer Space shall be offered to Tenant at the then Base Rental amounts as set forth in Article 4 of the Lease and in the Basic Lease Provisions and the term for the First Offer Space shall be coterminous with the Lease Term of the Lease Agreement. If Tenant accepts the First Offer Space, Landlord shall be under no obligation to perform any work or provide Tenant with any allowance therefor, Tenant agreeing to accept such space(s) in its/their "as is" "where is" condition".

(c) Upon receipt of the First Offer Notice, Tenant shall notify Landlord in writing within ten (10) business days that Tenant unconditionally accepts the terms of the First Offer Notice. Tenant's failure to respond within the ten (10) day period shall be deemed that Tenant has elected not to exercise right to the First Offer Space. If Tenant exercises its right, Tenant shall enter into a lease amendment to include the First Offer Space and include the Base Rental amounts, increase Tenant's Pro-Rata share and to include Tenant's obligation to pay Additional Rent for Operating Expense reimbursements for the First Offer Space.

**ARTICLE 25
OPTIONS TO EXTEND**

25.01 Tenant shall have two (2) options to extend the Lease Term for an additional period of five (5) years for each five year option period ("Extension Terms") upon all of the terms and conditions of this Lease, except that (i) the Base Rent for the first year during the first Extension Term shall be 2.5% greater than the Base Rent from the previous Lease Year and shall escalate annually by 2.5% annum and that the Base Rent for the first year during the Second Extension Term shall be 3% greater than the Base Rental Amount for the immediately preceding year and shall increase during the remaining Second Extension Term on an annual basis by 3% per annum. Landlord shall have no obligation to do any work in the Premises or give any work allowance; (iii) there shall be no rent abatement period; and (iv) there shall be no further option to extend beyond the expiration of the Extension Terms as provided in this subsection 25.01. Each extension option shall be applicable only to the Premises described in Section 1 or any additional space in the Building that the Tenant has acquired pursuant to Article 24 above, during the Term.

25.02 Tenant's option to extend may be exercised only by notice of exercise given by Tenant to Landlord at least twelve (12) months prior (but not more than 13 months) to the expiration of the initial Lease Term or the first Extension Term, as the case may be. Failure to so exercise within such period shall render any subsequent attempted exercise void and of no effect, any principles of law to the contrary notwithstanding. Tenant shall have no right to exercise its extension options under this Section, and any attempted exercise shall be void and of no effect if Tenant shall be in material default at the time it exercises either of its extension options under this Section.

**ARTICLE 26
EARLY OCCUPANCY; LEASE CONDITIONS**

26.01 From the Effective Date of the Lease and until the Full Rent Commencement Date, Tenant shall pay the following Gross Rental rate,:

<i>Time Period</i>	<i>Monthly Rental</i>
07/01/13-9/30/2013	
10/1/2013-12/31/2013	
01/1/2014-02/28/2014	

(b) In the event the Occupancy Conditions are not satisfied on or prior to February 28, 2014, then Tenant, at Tenant's option, shall have the right to terminate this Lease by providing Landlord with written notice between March 1 and March 31, 2014, and the Lease shall terminate thirty (30) days following Landlord's receipt of such notice. The termination shall not be effective unless on or prior to the date prescribed for termination, Tenant has paid to Landlord all amounts due under the Lease, including Rent through the termination date.

[Balance of Page Intentionally Blank]

EXECUTED to be effective on the day and date first written above.

LANDLORD:

TMC EDER, L.L.C.

By: Michael G. (Jerry) McCabe
Name: MICHAEL G. (JERRY) MCCABE
Its: V.P.

Date: 9.10.13

TENANT:

ADVANCED GROW LABS, LLC

By: _____
Name: _____
Its: _____

Date: _____

EXECUTED to be effective on the day and date first written above.

LANDLORD:

TMC EDER, L.L.C.

By: _____

Name:

Its:

Date: _____

TENANT:

ADVANCED GROW LABS, LLC

By:  _____

Name: DAVID LIPTON

Its: CEO

Date: 9/9/13 _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of West Haven, County of New Haven and State of Connecticut, particularly bounded and described as follows:

Beginning at the point of intersection of the Northeasterly street line of Eder Road and the Southeasterly street line of Frontage Road:

THENCE running N 58 degrees 48'00" E, 183.08 feet; THENCE Northeasterly along a curve, having a radius of 400.00', 104.72 feet; THENCE N 73 degrees 48'00" E, 100.79 feet, all along the Southeasterly street line of Frontage Road, all as shown on said map;

THENCE S 39 degrees 00'50" E, 280.00 feet along land N/F of Enthons, Inc. as shown on said map;

THENCE S 50 degrees 59'10" W, 375.00 feet along land N/F of Louis Kuriansky, Sidney Eder Yvette Eder, Trustees as shown on said map; and

THENCE N 39 degrees 00'50" W, 371.55 feet along Northeasterly street line of Eder Road as shown on said map to the point and place of beginning.

EXHIBIT "B"

OUTLINE OF PREMISES

EXHIBIT "D"

RULES AND REGULATIONS

This Exhibit is attached to and made a part of the Lease by and between TMC PROPERTIES, LLC ("*Landlord*") and ADVANCED GROW LABS, L.L.C. ("*Tenant*").

A. The following rules and regulations shall apply to the Building, including, without limitation the Premises:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by Tenant or used by any Tenant for purposes other than ingress and egress to and from its Premises. No rubbish, litter, trash, or material of any nature shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in common areas used by other tenants in the Building.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid by such Tenant.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building or Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Subject to the Tenant's Work set forth on EXHIBIT E AND EXHIBIT E-1, no nails, hooks or screws shall be driven or inserted in any part of the Building except by personnel of Landlord or retained by Landlord except as necessary when decorating the suite (i.e. hanging pictures etc.). No lighting which may be visible from the exterior of the Premises may be utilized without Landlord's prior approval, which approval shall not be unreasonably withheld or delayed.

4. Movement in or out of the Building of furniture or equipment, or dispatch or receipt by Tenant of any merchandise or materials which require use of elevators or stairways, common area loading docks or movement through the Building entrances or lobby shall be conducted in a manner consistent with the terms of the Lease and shall be done at Tenant's sole cost and risk. Tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons resulting from such activity.

5. All damages to the Building or Property caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.

6. Corridor doors, when not in use, shall be kept closed.

7. No birds or animals (except Seeing Eye dogs) shall be brought into or kept in, on or about the Premises. No portion of the Premises shall at any time be used or occupied as

sleeping or lodging quarters or for any immoral or illegal purposes or for any purpose which would tend to injure the reputation of the Building or impair the value of the Building.

8. Tenant shall not commit waste and shall keep its premises reasonably neat and clean. All trash and debris must be placed in receptacles as provided therefor.

9. Tenant shall not make or permit any improper, objectionable or unpleasant noises or odors (other than in the ordinary course of its business operations) to emanate from the Premises or otherwise interfere in any way with other tenants or persons having business with them.

10. Tenant shall not solicit business or distribute, or cause to be distributed, in any portion of the Building any handbills, promotional materials or other advertising, and shall not conduct or permit any other activities in the Building that might constitute a nuisance. Tenant shall not do any cooking or operate a restaurant or food service business for retail sale from the Premises (other than a luncheon or cafeteria area for use by its employees which can include microwave ovens, beverage service or vending machine for snacks and other food products).

11. No flammable, explosive or dangerous fluid or substance shall be used or kept by Tenant in the Premises, other than de minimus amount of fluids or substances used in the connection of Tenant's business operations and which shall be handled and disposed of in accordance with applicable law and regulation.

12. Landlord will not be responsible for lost or stolen personal property, money or jewelry from the premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

13. Any coin, vending or dispensing machines of any kind may be maintained in the premises solely for use by its employees and invitees on a no-charge or nominal charge basis.

14. Neither Tenant nor any agent, contractor or employee of Tenant shall have any right of access to the roof of the Building and neither shall install, repair, place or replace any aerial, fan, air conditioner or other device on the roof of the Premises or the Building without the prior written consent of Landlord. Such consent may be expressly conditioned upon Landlord's supervision of access to the roof and upon such other reasonable restrictions as Landlord may advise Tenant. Any aerial, fan, air conditioner or device installed without such written consent shall be subject to removal, at Tenant's expense, without notice, at any time. Tenant shall be liable for all damages resulting from the installation or removal of any aerial, fan, air conditioner or other device.

15. Tenant will refer to Landlord for Landlord's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned, all contractors, contractor representatives, and installation technicians rendering any service to Tenant for the Premises before performance of any contractual service. This provision shall apply to all work performed in the Building, including, without limitation, the installation of telephones, computer wiring, cabling, electrical devices, attachments and installations of any nature. Tenant shall be solely responsible for

complying with all applicable laws, codes and ordinances pursuant to which such work shall be performed.

16. Landlord may from time to time (without any obligation to do so or liability for not doing so) adopt appropriate systems and procedures for the security or safety of the Property or Building, its occupants, entry and use, or its contents and Tenant, its employees, contractors, agents and invitees shall comply therewith.

17. Canvassing, soliciting, and peddling in or about the Property or Building is prohibited and Tenant shall cooperate and use reasonable efforts to prevent same.

18. At no time shall Tenant permit or shall Tenant's agents, employees, contractors, quests, or invitees smoke in any common area of the Building, unless such common area has been declared a designated smoking area by Tenant.

19. Tenant accepts any and all liability for damages and injuries to persons and property resulting from the serving and sales of alcoholic beverages from the Premises. Nothing contained herein shall be construed as the consent of Landlord to permit the serving or sale of alcoholic beverages on the Premises.

B. The Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of Landlord shall from time to time be needed for the safety, protection, care and cleanliness of the Property or the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made and notice thereof given to Tenant shall be binding upon him in like manner as if originally herein prescribed.

C. Landlord hereby agrees to commercially reasonable efforts to enforce these rules and regulations against all tenants, occupants or users of the parking areas and common areas of the Building in a non-discriminatory manner.

EXHIBIT "E"

TENANT WORK

1. Tenant's Work.

(a) Tenant's contractor shall construct Tenant Work in accordance with plans and specifications as designed by Tenant's architect or engineer and approved by Landlord, all at Tenant's expense.

2. Landlord shall cooperate with Within fifteen (15) business days following the submission by Tenant of all such plans and specifications, Landlord will notify Tenant of Landlord's approval or disapproval. The proposed construction drawings, upon Landlord and Tenant's approval, shall become and be known as the "Tenant's Plans." Tenant, through its contractor, shall build the Tenant Work substantially in accordance with the Approved Plans. Tenant shall be responsible for obtaining all necessary governmental permits and building permits for the construction of Tenant Work.

3. All Tenant Work shall be in accordance with applicable law and the rules and regulations of any governmental department or bureau having jurisdiction. No plans and/or specifications required to be filed by Tenant pursuant to any work contemplated to be performed by it within the Premises shall be filed or submitted to any governmental authority having jurisdiction thereover without first having obtained Landlord's approval to same.

4. In the event Tenant or Tenant's contractor shall enter upon the Premises or any other part of the Building, as may be permitted by Landlord, Tenant shall indemnify and save Landlord free and harmless from and against any and all claims arising from or out of any entry thereon or the performance of said work and from and against any and all claims arising from or claimed to arise from any act or neglect of Tenant or Tenant's Contractors, agents, or representatives or from any failure to act, or for any other reason whatsoever arising out of said entry or such work.

5. Notwithstanding anything else contained herewith to the contrary, any delay in completion of Tenant Work shall not alter, delay or modify the Lease Commencement Date as set forth in the Lease Agreement, subject to said Lease Commencement Date being extended do to any Force Majeure events.

6. In connection with the Tenant's approval from the Town of West Haven, Landlord at its cost and shall repaint the exterior of the Building as required by the Town and shall use color(s) as selected by the Landlord.

EXHIBIT "E-1"
PLANS AND SPECIFICATIONS

**[NOTE: NEED TO SEE THE SPECIFICATIONS WHICH GO ALONG WITH THIS
PLAN]**

EXHIBIT "F"

COMMENCEMENT DATE LETTER

This Exhibit is attached to and made a part of the Lease by and between **TMC PROPERTIES, LLC** ("*Landlord*") and **ADVANCED GROW LABS, L.L.C.** ("*Tenant*").

1. The Lease Term commenced on _____.
2. The Lease Term will expire on _____, unless renewed or extended.
3. Tenant acknowledges the delivery of the Premises by Landlord in "as is" "where is" condition, subject to the representations and warranties of the Landlord contained in Article 3.2 of the Lease.
4. Tenant, further, acknowledges that subject to the application of any remaining tenant improvement allowance owed to Tenant or to rent as provided in the Lease, all obligations of Landlord to Tenant in connection with the Work and all other conditions precedent to the commencement of the Lease Term have occurred and that the Lease is in full force and effect.
5. There are no existing defenses, offsets or counterclaims which, as of the date hereof, Tenant has against the Landlord.

EXECUTED on the ____ day of _____, 201__.

LANDLORD:

TMC PROPERTIES, LLC

By: _____

Name:

Its:

TENANT:

ADVANCED GROW LABS, L.L.C.

By:  _____

Name: DAVID LIPTON

Its: _____

ESCROW AGREEMENT

This ESCROW AGREEMENT, dated as of _____, 20__ (this "Escrow Agreement") by and between the **STATE OF CONNECTICUT DEPARTMENT OF CONSUMER PROTECTION**, a State Agency ("DCP"); **ADVANCED GROW LABS, L.L.C.**, a Connecticut limited liability company ("AGL") and **CRAMER & AHERN** ("Escrow Agent").

WITNESSETH:

WHEREAS, AGL has been awarded a license to produce Medical Marijuana under the DCP supervised Connecticut Medical Marijuana Program (the "License");

WHEREAS, as a condition to the issuance of the License, AGL is required pursuant to the DCP Regulations, to deliver a funded escrow account and those operative administrative agreements satisfying the escrow terms to the DCP which meet the requirements of the Regulations of Connecticut State Agencies at Section 21a-408.29 (the "Regulations");

WHEREAS, pursuant to such Regulations, AGL is required to deliver TWO MILLION DOLLARS (\$2,000,000) (the "Escrow Funds") to the Escrow Agent simultaneous with the issuance by DCP of the License; and

WHEREAS, Escrow Agent has agreed to serve as the escrow agent to administer the escrow account terms pursuant to the Regulations.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not otherwise defined have the meanings set forth in the Regulations. Unless the context implies otherwise, the singular of such capitalized terms shall include the plural and vice versa.

2. **Escrow Agent; Escrow Fund.**

2.1. Escrow Agent. DCP and AGL hereby appoint Escrow Agent as the escrow agent hereunder for purposes of receiving, investing and disbursing the Escrow Funds in accordance with the terms and conditions of this Escrow Agreement.

2.2. Delivery of Escrow Funds to Escrow.

(a) The parties hereby acknowledge and agree that, on the date of award of the License, AGL shall deliver the Escrow Funds to Escrow Agent, as required pursuant to the Regulations. The Escrow Funds shall be held in escrow and distributed in accordance with the terms and provisions of this Escrow Agreement.

(b) Unless otherwise provided in written instructions, or amendments thereof, executed by the parties and attached hereto, until the Escrow Funds are disbursed

or otherwise applied pursuant to this Escrow Agreement, such Escrow Funds shall be invested in Escrow Agent's IOLTA account.

(i) Escrow Agent shall not be liable for any loss that may be incurred by reason of any investment of any moneys that it holds hereunder, including without limitation any losses on any investment required to be liquidated prior to maturity in order to make a payment required hereunder, which investment is authorized by this Escrow Agreement pursuant to the provisions of this Section 2.

2.3. Tax Matters. AGL shall provide Escrow Agent with a properly completed Internal Revenue Service Form W-9 upon execution of this Escrow Agreement.

3. **Release of Amounts from Escrow Fund.**

3.1. The Escrow Funds are intended as security for the DCP to ensure that AGL meets its obligation to timely and successfully complete construction of its production facility in accordance with that schedule mutually determined by the DCP and AGL. In addition, the funds are intended to ensure AGL provides a substantially uninterrupted supply of medical marijuana to State of Connecticut licensed dispensary facilities during the term of AGL's license. DCP has, therefore, determined that upon AGL meeting those milestones set forth in the Regulations, the following releases of Escrow Funds shall be permitted:

(a) Where the Commissioner of DCP provides a writing to Escrow Agent, confirming that AGL's production facility is fully operational and able to commence production of marijuana pursuant to AGL's license, Escrow Agent shall release FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to AGL in good funds.

(b) Where the Commissioner provides a writing to Escrow Agent, confirming that AGL's production facility remained operational without substantial interruption and without any violation of the Medical Marijuana Act (the "Act") or Sections 21a-408-1 through 21a-408-70 of the Regulations for a one (1) year period, Escrow Agent shall release an additional FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to AGL in good funds.

(c) Where the Commissioner provides a writing to Escrow Agent, confirming that AGL's production facility remained operational without substantial interruption and without any violation of the Act or Sections 21a-408-1 through 21a-408-70 of the Regulations for an additional two (2) consecutive years after the first year, Escrow Agent shall release an additional FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to AGL in good funds.

(d) Where the Commissioner provides a writing to Escrow Agent, confirming that AGL's production facility remained operational without substantial interruption and without any violation of the Act or Sections 21a-408-1 through 21a-408-70 of the Regulations for a second period of two (2) consecutive years after the completed third year, Escrow Agent shall release the remaining FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to AGL in good funds.

(e) In the event the Escrow Agent receives a writing from the Commissioner confirming that a hearing has taken place which comports with the Uniform Administrative Procedure Act, Sections 4-166 through 4-189 inclusive of the Connecticut General Statutes whereby a decision is rendered stating that AGL has failed to timely and successfully complete the construction of a production facility or to continue to operate its facility in a manner that provides a substantially uninterrupted supply to its dispensary facility customers, and where such decision is final, binding and unappealable, the Escrow Agent shall release to the DCP that amount remaining in the Escrow Fund, up to a maximum of TWO MILLION DOLLARS (\$2,000,000).

4. **Concerning Escrow Agent.**

4.1. General.

(a) The duties of Escrow Agent are only such as are herein specifically provided, and Escrow Agent shall not be liable for anything that it may do or refrain from doing in connection with its duties hereunder except as a result of its gross negligence or willful misconduct.

(b)

(c) AGL hereby indemnifies and holds harmless Escrow Agent for any loss, liability or expense (including without limitation attorneys' fees) incurred without gross negligence or willful misconduct on the part of Escrow Agent, arising out of or in connection with the performance of any of its powers or duties hereunder, including without limitation the costs and expenses of defense against any claim or liability in connection therewith; and Escrow Agent shall be entitled to offset any such loss, liability or expense against the Escrow Funds. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall Escrow Agent be liable for special, indirect or consequential damage of any kind whatsoever (including without limitation lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The parties hereto acknowledge that the foregoing indemnities shall survive the resignation or removal of Escrow Agent or the termination of this Escrow Agreement.

(d) Escrow Agent shall be entitled to rely upon and to act and refrain from acting in reliance upon any written notice, request, consent, certificate, order, affidavit, letter, facsimile or other document furnished to it hereunder and believed by it to be genuine and to have been signed or sent by the proper party. Escrow Agent may consult with counsel and shall not be liable for anything it may do or refrain from doing in accordance with the written opinion and instructions of counsel.

(e) Any amounts distributed by Escrow Agent hereunder shall be paid by wire transfer. Escrow Agent may rely solely upon any account numbers or similar identifying number provided by any party hereto to identify such party, its bank or an intermediary bank.

(f) Escrow Agent shall make payment to or for, or deliver documents to, any party only if in its judgment such payment or delivery may be made under the terms of this Escrow Agreement without its incurring any liability. Under any other circumstances, including without limitation if conflicting demands not expressly provided for in this Escrow Agreement shall be made or conflicting notices shall be served upon Escrow Agent with respect to its action or omission hereunder, the parties hereto agree that Escrow Agent shall have the right, at its option, (i) to withhold and stop all future actions or omissions on its part under this Escrow Agreement or (ii) to file a suit in interpleader or for instructions or for a declaratory judgment for other relief, and to obtain an order from the proper court requiring the parties to litigate in such court their conflicting claims and demands. If any such action shall be taken, Escrow Agent shall be fully released and discharged from all obligations to perform any duties or obligations imposed upon it by this Escrow Agreement unless and until otherwise ordered by such court.

(g) If Escrow Agent becomes involved in any litigation or dispute by reason hereof, Escrow Agent is hereby authorized to deposit with the clerk of a court of competent jurisdiction any and all Escrow Funds and other property held by it pursuant hereto and, thereupon, shall stand fully relieved and discharged of any further duties hereunder. In addition, Escrow Agent shall be authorized to interplead all interested parties in any court of competent jurisdiction and to deposit with the clerk of such court any and all funds, securities or other property held by it pursuant hereto and, thereupon, shall stand fully relieved and discharged of any further duties hereunder.

4.2. Resignation, Removal. If at any time Escrow Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or shall have a receiver of it or its property appointed, or if any public officer shall take charge or control of Escrow Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation, then AGL and DCP may remove Escrow Agent and appoint a successor Escrow Agent. Escrow Agent may resign at any time upon written notice of at least thirty (30) business days to AGL and DCP. All Escrow Funds held by a resigning Escrow Agent hereunder shall be delivered to such successor Escrow Agent on or prior to the effective date of such resignation, or if such successor has not yet been appointed, to a court of competent jurisdiction pending appointment of a successor.

5. **Miscellaneous.**

5.1. Notices.

All notices, Consents, waivers and other communications required or permitted by this Escrow Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name

or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

AGL:

Advanced Grow Labs, L.L.C.
Attention: David Lipton
c/o Aztec Management
61 Unquowa Road
Fairfield, CT 06824
Fax No.: (203) 259-0834
E-mail Address: dlipton@advancedgrowlabs.com

with a mandatory copy to:

Pullman & Comley, LLC
Attention: Andrew C. Glassman, Esq.
90 State House Square
Hartford, CT 06103
Fax No.: (860) 424-4370
E-mail Address: aglassman@pullcom.com

DCP:

State of Connecticut Department of Consumer Protection
Attention: Commissioner William M. Rubenstein
160 Capitol Avenue
Hartford, CT 06106
Fax No.: (860) 713-7239
E-mail Address: _____

Escrow Agent:

Cramer & Ahern
Attention: Allan P. Cramer, Esq.
38 Post Road
Westport, CT 06880
Fax No.: (203) 222-7788
E-mail Address: allan.cramer@cramerandahern.com

5.2. Entire Agreement. This Escrow Agreement contains the entire understanding of the parties with respect to the subject matter of this Escrow Agreement, supersede all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by the parties.

5.3. Governing Law. The validity and construction of this Escrow Agreement shall be governed by the internal laws of the State of Connecticut, without regard to the principles of conflicts of law thereof.

5.4. Sections; Headings. Subdivisions of this Escrow Agreement are herein referred to as Sections. The headings of Sections are for reference only and shall not limit or control the meaning thereof.

5.5. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Escrow Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Escrow Agreement and of signature pages by facsimile transmission or email shall constitute effective execution and delivery of this Escrow Agreement as to the parties and may be used in lieu of the original Escrow Agreement for all purposes. Signatures of the parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes.

5.6. Severability. In the event that any part of this Escrow Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, such provision shall survive to the extent that it is not so declared, and all of the other provisions of this Escrow Agreement shall remain in full force and effect.

5.7. Termination. Unless terminated earlier with the consent of the parties hereto, this Escrow Agreement shall remain in full force and effect until all Escrow Funds shall have been distributed in accordance with the terms hereof, provided that this Escrow Agreement may be terminated on such earlier date, or may be extended until such later date, as may be established by any non-appealable final order of a court of competent jurisdiction directing the termination or extension of this Escrow Agreement.

(The next page is the signature page.)

(Signature page to Escrow Agreement.)

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

ADVANCED GROW LABS, L.L.C.

By: _____
David Lipton
Its:

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER
PROTECTION

By: _____
William M. Rubenstein
Its: Commissioner

CRAMER AND AHERN

By: _____
Allan P. Cramer
Duly Authorized

RESPONSE TO APPENDIX A
SECTION F, ITEMS 41-49

Law Offices of
Cramer & Ahern
38 Post Road West
Westport, Connecticut 06880
Telephone: (203) 222-7000
Facsimile: (203) 222-7788

Allan P. Cramer
Anthony E. Ahern

allan.cramer@cramerandahern.com
anthony.ahern@cramerandahern.com

Robert N. Grosby
Of Counsel

October 22, 2013

dlipton@summitcenters.com

David Lipton, Managing Member
Advanced Grow Labs, L.L.C.
61 Unquowa Road
Fairfield, CT 06824

RE: Advanced Grow Labs, L.L.C.

Dear David:

Thank you for selecting this firm to represent you in connection with the establishment of the above company. We appreciate the opportunity to work with you and will endeavor to make the process as easy as possible.

The rules under which lawyers practice require that we contact you in writing about the terms of our engagement. We will render the following services:

- I. Establish an IOLTA account for the funds required in connection with the Application for the Medical Marijuana Program. Said account will be established with Bankwell.
- II. Allan P. Cramer and Anthony E. Ahern will serve as Trustees for the funds at Bankwell. Either person will have the ability to be a signatory and do any tasks required in connection with said escrow account but only after verifying all actions with the members of the LLC.
- III. All records in connection with said escrow account will be forwarded to our law firm's address, but we will request that the bank furnish duplicate copies of all statements and correspondence to Advanced Grow Labs, L.L.C., as well.

David Lipton, Managing Member
Advanced Grow Labs, L.L.C.
October 22, 2013

- IV. In connection with said escrow account, our firm will cooperate with any inquiries from officials in connection with the Application. We will not, however, furnish any information concerning that account to any non-governmental inquiry including members of the press. All information received in connection with this matter will, of course, be confidential.
- V. Our fee for representation for this matter will be \$_____ for so long as the escrow account remains in existence. In addition, you will be charged for any overnight delivery services or other costs and expenses associated with the escrow account.

The services described above and fee quote relate to the escrow account management only and do not include suits or claims by or against the escrow account, negotiation or preparation of further documents subsequent to the establishment of the account, and any other issues related to the escrow monies not otherwise delineated above. If necessary or appropriate, any additional legal services will be billed at an hourly rate to be determined upon notice to you.

Once you have retained us after signing this document, you should feel free to contact us with any questions or comments with respect to the foregoing.

Assuming the terms of our engagement are acceptable to you, please sign the copy of this letter included herewith where indicated and return it to us along with the initial year's fee.

We look forward to working with you and to helping you make this transaction as pleasurable and smooth as possible.

Very truly yours,
CRAMER & AHERN



by Allan P. Cramer

APC:brg

AGREED AND ACCEPTED:
Advanced Grow Labs, L.L.C.

by David Lipton, Managing Member



Medical Marijuana Program

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

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



Section H: Proposed Production Facility Business Hours

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

Monday	9:00 a.m.	to	5:00 p.m.	Friday	9:00 a.m.	to	5:00 p.m.
Tuesday	9:00 a.m.	to	5:00 p.m.	Saturday	9:00 a.m.	to	12:00 p.m.
Wednesday	9:00 a.m.	to	5:00 p.m.	Sunday	9:00 a.m.	to	12:00 p.m.
Thursday	9:00 a.m.	to	5:00 p.m.				

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: NONE	61. Time Period:

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

62. Address: NONE	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: SEE ATTACHED	65. Percentage of ownership

ADVANCED GROW LABS LLC

APPENDIX A

RESPONSE TO ITEM 64

Producer Backers

<u>Name</u>	<u>Percentage Ownership</u>
Schwa Holding LLC	
Gare LLC	
Chalip, LLC	
MDM 555 LLC	
TLC10 LLC	
Little Buffalo LLC	
Canna, LLC	
Elaine Lonergan	



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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:
SEE ATTACHED		

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:
SEE ATTACHED	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

ADVANCED GROW LABS LLC

APPENDIX A

RESPONSE TO ITEMS 66-68
DIRECTORS, OWNERS, OFFICERS AND OTHER HIGH-LEVEL EMPLOYEES

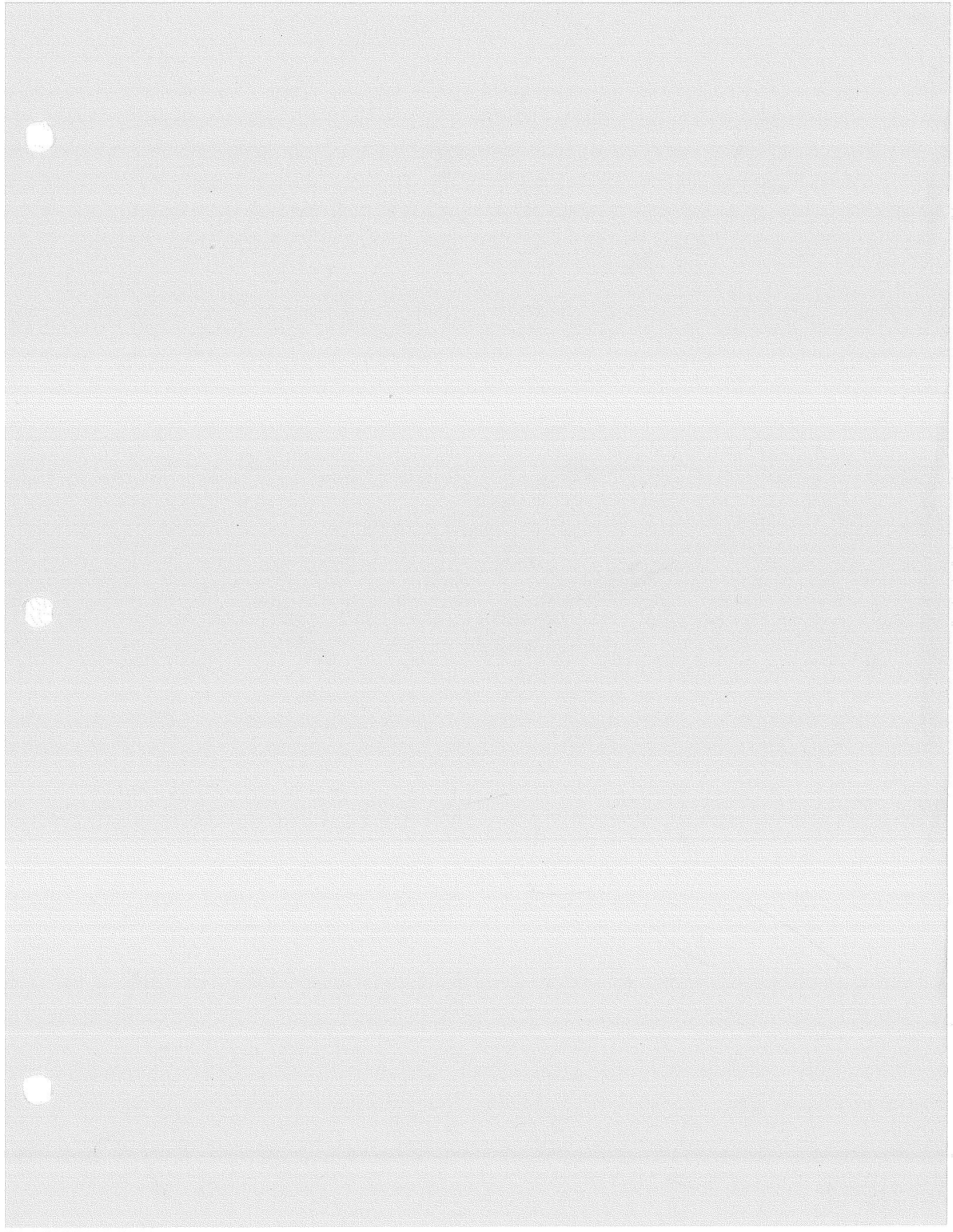
<u>Name</u>	<u>Title</u>	<u>Role</u>
David Lipton	Managing Partner	CEO, CFO
Chris Mayle	Exec. V.P. Operations	Operations, Logistics and Oversight
Seth Sholes	Exec. V.P. Finance	Financial Management and Future Planning
Marc Gare	Exec. V.P. Sales	Sales Development and Future Planning
Mark Schwartz	Exec. V.P. Communications	Patient Education and Compassionate Care
Joseph Musto	Board Member	Advisory
Jay Czarkowski	Director of Production	Manufacturing and Production
Jay Skowronek	Director of Security	Security Management and Oversight
Elaine Lonergan	Director of Compliance	State and Company Compliance
Richard Kiyoshi Kiyomoto	Director of Plant Science	Plant Analysis, Development, Research & Development

ADVANCED GROW LABS LLC

APPENDIX A

RESPONSE TO ITEMS 69-71
FINANCIAL STATEMENT

SEE ATTACHED





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Appendix B

Producer Backer Information Form

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

Section A: Backer Information

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

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):	12. Percentage of ownership
David Lipton	



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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. See Attached

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

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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

ADVANCED GROW LABS LLC

APPENDIX B

RESPONSE TO ITEMS 13-20
Licenses, Permits and Registrations

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



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Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

10/12/13

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

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

28. Signature:



29. Date Signed:

11/12/13



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Appendix B

Producer Backer Information Form

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

Section A: Backer Information						
1. Backer business type:						
<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: Canna, L.L.C.						
3. Trade Name of Backer (if applicable): Canna Advisors						
4. Street Address (including Apartment or Suite #): 2525 Arapahoe Avenue, Suite E4-325						
5. City: Boulder				6. State: CO	7. Zip Code: 80302	
8. Daytime Telephone Number: (720) 708-3154		9. Fax Number:			10. E-mail Address: jay@thinkcanna.com	

Section B: Backer Members	
If you selected anything other than "Sole Proprietorship" in response to Section A, identify the members of your organization. A member is any person with a direct or indirect ownership interest greater than 5%. Attach additional pages if necessary.	
Each member of a backer identified in response to this section must complete either: <ul style="list-style-type: none"> Appendix C if they are also a director, owner, officer or other high-level employee of the producer; or Appendix D in all other instances. 	
11. Name (First, Middle, Last):	12. Percentage of ownership
John Jay Czarkowski	
Diane J. Czarkowski	



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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 CO	14. Issue Date (month/year): 07/11 Expiration Date (month/year): 07/13	15. Type: Medical Marijuana Key	16. Number: M00184
17. State CO	18. Issue Date (month/year): 03/06 Expiration Date (month/year): 05/12	19. Type: Building Contractor-B	20. Number: 1053795

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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

Appendix B; Section D for Diane J. Czarkowski

Question 21:

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



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Section F: Criminal Background Check

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

26. Signature



27. Date Signed:

9-23-2013

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

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

28. Signature:



29. Date Signed:

9-23-2013



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Appendix B

Producer Backer Information Form

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

Section A: Backer Information

1. Backer business type:

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

2. Legal Name of Backer:

John Jay Czarkowski

3. Trade Name of Backer (if applicable):

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

2525 Arapahoe Avenue, Suite E4-325

5. City:

Boulder

6. State:

CO

7. Zip Code:

80302

8. Daytime Telephone Number:

(720) 708-3154

9. Fax Number:

10. E-mail Address:

jay@thinkcanna.com

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last): n/a	12. Percentage of ownership n/a



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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 CO	14. Issue Date (month/year): 07/11 Expiration Date (month/year): 07/13	15. Type: Medical Marijuana Key	16. Number: M00184
17. State CO	18. Issue Date (month/year): 03/06 Expiration Date (month/year): 05/12	19. Type: Building Contractor-B	20. Number: 1053795

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

9/23/2013

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

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

28. Signature:



29. Date Signed:

9/23/2013



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Appendix B

Producer Backer Information Form

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

Section A: Backer Information

1. Backer business type:

<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:
Gare, LLC

3. Trade Name of Backer (if applicable):

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

5. City:

6. State:

7. Zip Code:

8. Daytime Telephone Number:

9. Fax Number:

10. E-mail Address:

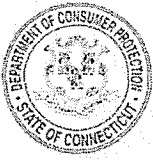
Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):	12. Percentage of ownership
Marc Steven Gare	



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Section C: Licenses, Permits and Registrations

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

13. State	14. Issue Date (month/year): 12/1/12 Expiration Date (month/year): 11/30/13	15. Type: H.I.C.	16. Number: HIC0502356
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

9/22/13

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

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

28. Signature:



29. Date Signed:

9/22/13



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Appendix B

Producer Backer Information Form

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

Section A: Backer Information

1. Backer business type:

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

2. Legal Name of Backer:

TLC10 LLC

3. Trade Name of Backer (if applicable):

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

5. City:

6. State:

7. Zip Code:

8. Daytime Telephone Number:

9. Fax Number:

10. E-mail Address:

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):

12. Percentage of ownership

Chris G. Mayle



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Section C: Licenses, Permits and Registrations

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

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

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

11/12/13

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

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

28. Signature:



29. Date Signed:

11/12/13



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Appendix B

Producer Backer Information Form

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

Section A: Backer Information

1. Backer business type:

<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:

MDM555 LLC

3. Trade Name of Backer (if applicable):

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

5. City:

6. State:

7. Zip Code:

8. Daytime Telephone Number:

9. Fax Number:

10. E-mail Address:

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):

12. Percentage of ownership

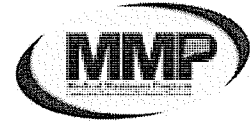
Joseph Musto



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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. SEE ATTACHED

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

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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

RESPONSE TO APPENDIX B
Section C, Items 13-20

JOSEPH MUSTO

EXAM HISTORY

Exam	Enrollment ID	Exam Status	Status Date	Exam Date	Grade	Score	Window Begin Date	Window End Date
S7	19964474	Official Result	03/17/1990	03/17/1990	Passed	80		
S24	19964471	Official Result	08/04/2000	08/03/2000	Passed	76	04/08/2000	08/06/2000
S55	19964472	Official Result	03/20/2000	03/17/2000	Passed	83	04/20/1998	10/01/2000
\$63	19964473	Window Expired	06/23/1990			0		



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Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

9/16/13

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

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

28. Signature:



29. Date Signed:

9/16/13



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Appendix B

Producer Backer Information Form

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

Section A: Backer Information

1. Backer business type:

<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:

Schwa Holding, LLC

3. Trade Name of Backer (if applicable):

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

5. City:

6. State:

7. Zip Code:

8. Daytime Telephone Number:

9. Fax Number:

10. E-mail Address:

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):

12. Percentage of ownership

Mark N. Schwartz



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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. **NONE**

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

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

9/22/13

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

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

28. Signature:



29. Date Signed:

9/22/13



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Appendix B

Producer Backer Information Form

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

Section A: Backer Information

1. Backer business type:						
<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: Little Buffalo LLC						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #):						
5. City:				6. State:	7. Zip Code:	
8. Daytime Telephone Number:		9. Fax Number:			10. E-mail Address:	

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):	12. Percentage of ownership
Seth Roger Sholes	



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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. SEE ATTACHED

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

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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

SETH ROGER SHOLES

ATTACHMENT TO SECTION C
Items 14-20
Licenses, Permits and Regulations

State of New York

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



STATE OF CONNECTICUT
Department of Consumer Protection
Liquor Control Division

11/6/2012

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

RE: TRANSFER OF INTEREST REQUEST

Dear Mr. Skolnick:

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

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

HARVEY SKOLNICK	50 % INTEREST
SETH SHOLES	50 % INTEREST

Regards,

Susan Hack for,
John Suchy
Director, Liquor Control

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

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

LIQUOR PERMIT

This certifies that

HARVEY J SKOLNICK
411 POST RD E
WESTPORT, CT 06880-4401

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

PACKAGE STORE LIQUOR

Permit # LIP.0013208

Trade Name: **LIQUOR LOCKER**

Backer: **LIQUOR LOCKER LLC**

Effective: 10/19/2013

Expiration: 10/18/2014


William M. Rubenstein, Commissioner



Medical Marijuana Program

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Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

9/23/2013

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

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

28. Signature:



29. Date Signed:

9/23/2013



Medical Marijuana Program

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



Appendix B Dispensary Facility Backer Information Form

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

Section A: Backer Information

1. Backer business type:

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

2. Legal Name of Backer:
Robert Tendler

3. Trade Name of Backer (if applicable):

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

5. City:

6. State:

7. Zip Code:

8. Daytime Telephone Number:

9. Fax Number:

10. E-mail Address:

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):	12. Percentage of ownership
Robert Tendler	



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Section C: Licenses, Permits and Registrations

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

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

Section D: Legal Proceedings

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

Yes No

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



Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

11/8/13

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

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

28. Signature:



29. Date Signed:

11/8/13

STATE OF CONNECTICUT + DEPARTMENT OF CONSUMER PROTECTION

Be it known that

ROBERT TENDLER


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

PHARMACIST

License # **APC 0006411**

Effective: 02/01/2012

Expiration: 01/31/2014


William M. Rubenstein, Commissioner



Medical Marijuana Program

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Appendix B

Producer Backer Information Form

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

Section A: Backer Information

1. Backer business type:

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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:

Elaine J. Lonergan

3. Trade Name of Backer (if applicable):

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

5. City:

6 State:

7. Zip Code:

8. Daytime Telephone Number:

9. Fax Number:

10. E-mail Address:

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):

12. Percentage of ownership



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Section C: Licenses, Permits and Registrations

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

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

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

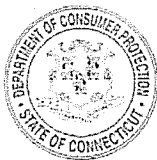
Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

11-11-13

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

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

28. Signature:



29. Date Signed:

11-11-13



Medical Marijuana Program

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

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



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: Tyco Integrated Security

73. Primary Security Company Address (including Apartment or Suite #):
10 Research Parkway

74. City:
Wallingford

75. State:
CT

76. Zip Code:
06492

77. Telephone Number:
(203) 741-4000

78. Fax Number:
(203) 294-1514

79. E-mail Address:
j.skowronek@yahoo.com

80. Backup Security Company Name:
Protective Systems, Inc.

81. Backup Security Company Address (including Apartment or Suite #):
P.O. Box 2368

82. City:
Shelton

83. State:
CT

84. Zip Code:
06484

85. Telephone Number:
(203) 925-1113

86. Fax Number:
(203) 925-0525

87. E-mail Address:
protective@snet.net

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.

June 19, 2013

Mr. Seth Sholes
Aztec Management
61 Unquowa Road
Fairfield, CT 06824

Re: Tyco Integrated Security-provided electronic protection systems and associated services for 400 Frontage Road, West Haven

Dear Mr. Sholes:

Properly designed, professionally installed and competently monitored and maintained electronic protection systems can reduce the risk of personal injury, property damage, loss of assets and business interruptions due to fire, theft and vandalism. You make difficult business decisions every day. But selecting an experienced electronic protection provider to assist with your company's electronic protection needs at 400 Frontage Road might have recently become an easy one!

This letter and the enclosed sales literature are in response to our recent meeting and discussion regarding electronic protection systems to protect Advanced Grow Labs' people, property, assets and profits. Thank you again for your interest in my company's electronic protection systems and services and for the opportunity to make this submittal.

1. Project qualifications:

Why Tyco Integrated Security to assist with your company's electronic protection needs?

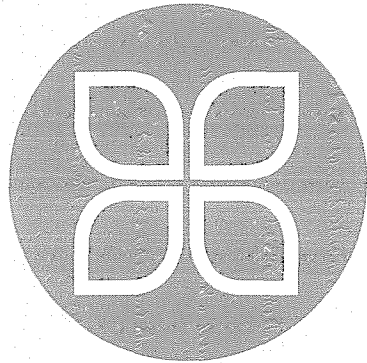
- **Organization** Tyco Integrated Security is the largest electronic protection provider in the U.S. and is a division of Tyco International Ltd. We own and operate a network of fully redundant, load-sharing UL/FM Central Stations here in North America and support our operations through sales, installation and service offices throughout the country. Should a catastrophic weather event or Central Station equipment failure occur, your Tyco-provided protection systems continue to be monitored and alarm responders and service personnel dispatched without interruption. We do not outsource alarm monitoring services to third party alarm monitoring centers!
- **Experience** Tyco Integrated Security is an established, experienced provider of electronic protection solutions. One component of the company has been in the security business for over 130 years! We are a technological innovator and a true electronic protection systems integrator. We design and install electronic protection systems, provide alarm monitoring services and provide maintenance and inspection/testing services in manufacturing plants, government facilities, schools, office buildings, hospitals, etc., throughout the United States.
- **Reliability** Tyco's name has become synonymous with quality and reliability. We lead the way with innovative and advanced applications of microprocessor and computer-based systems and services. Our business flourishes in the very

competitive industry in which we compete because we indeed add some things special to the systems and services we provide—quality, reliability, value and a dedication to servicing our Customers!

- **Products** We offer a wide range of products for nearly every protection application ...from simple, conventional, hardwired alarm systems to advanced, microprocessor-controlled security systems. With access to a wide array of products, Tyco's security "solutions" include the most appropriate equipment for our Customers' specific protection applications.

With over one hundred and thirty years of experience providing professionally installed systems and world-class service, our company has consistently provided quality, affordable, professionally designed and installed, value-engineered products and services for its Customers.

2. Proposal:



**ADVANCED
GROW LABS**

**Security
Policy and Procedure Manual**

Table of Contents	Page
Purpose / Mission	1
Security Firms – Installing & Monitoring	2
AGL Facility Camera, CCTV, and Sensor Layout	3
AGL Facility Legend for Layout	4
Universal Facility Security Standards	5
AGL Security Plan	6
Layer 1 – Exterior of Building	6
Layer 2 – Entry Foyer	8
Layer 3 – Entrance into the Office Area	9
Layer 4 – Production, Shipping, and Receiving	10
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General Security Guidelines	12
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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: _____



95. Date Signed:

11/12/13

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

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

96. Signature: _____



97. Date Signed:

11/12/13



Medical Marijuana Program

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Appendix C

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

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

Section A: Personal Information

1. Name (First, Middle, Last): David Bradley Lipton		
2. Street Address (including Apartment or Suite #):		
3. City:	4. State:	5. Zip Code:
6. Title: CEO and CFO	7. Telephone Number:	8. E-mail Address:
9. Date of Birth:	10. Social Security Number:	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information

12. Current or Most Recent Employer: Aztec Management		13. Date of Employment: Start Date: 1994 End Date: Present	
14. Employer Address (including Apartment or Suite #): 61 Unquowa Road			
15. City: Fairfield		16. State: CT	17. Zip Code: 06824
18. Daytime Telephone Number:	19. Fax Number: (203) 549-0949	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?
 Yes No

22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country?
 Yes No

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

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



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Section D: Other Relevant Business Experience

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

Yes No

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

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

Section E: Licenses, Permits and Registrations

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

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.

Response to - Appendix C – Section D - #25

DAVID LIPTON

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

The clinic consistently performs well in its annual inspection performance.

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

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

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

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

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

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

ADVANCED GROW LABS LLC

APPENDIX C

RESPONSE TO ITEMS 26-33
Licenses, Permits and Registrations

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

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

Effective January 01, 2013 this certificate is issued to

Decker & Watson, Inc.

to operate an abortion clinic known as

Piedmont-Carolina Medical Clinic

located at 2425 Randleman Rd

Greensboro, North Carolina.

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

Facility ID: 943400

Certificate Number: AB0015

Authorized by:

Albert A. Jela



Dwight P.

Director, Division of Health Service Regulation



GEORGIA DEPARTMENT OF
COMMUNITY HEALTH

STATE OF GEORGIA PERMIT

This is to certify that a permit is hereby granted to

SUMMIT MEDICAL ASSOCIATES, P.C.

(Name of Governing Body)

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

SUMMIT MEDICAL ASSOCIATES

(Name of Facility)

Approval is granted to provide the following services:

OBSTETRICAL/GYNECOLOGICAL SERVICES, ABORTION THROUGH 26 WEEKS

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

(Street)

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

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

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

THIS PERMIT IS NOT TRANSFERABLE

Permit No: **060-141**

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

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

HEALTHCARE FACILITY REGULATION DIVISION

Doug Colburn, Division Chief

STATE OF CONNECTICUT
Department of Public Health
LICENSE

License No. 0036

Outpatient Clinic

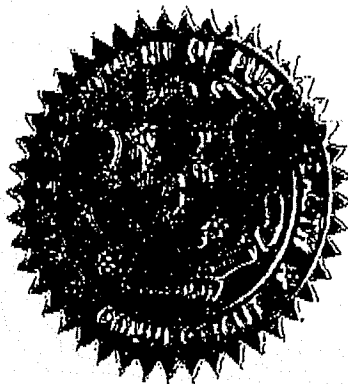
In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:
Connecticut Public Health Code, Section 19-13-D54 and Section 19a-116-1:

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

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

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

Dated at Hartford, Connecticut, April 1, 2010.



J Robert Galvin MD, MPH, MBA

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

STATE OF CONNECTICUT
Department of Public Health
LICENSE

License No. 0013

Outpatient Clinic

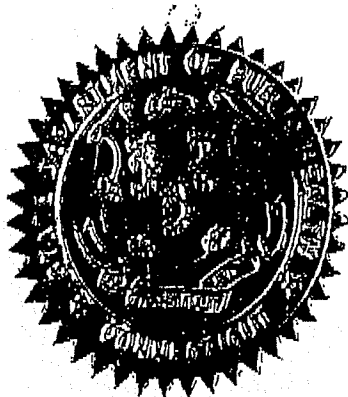
In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:
Connecticut Public Health Code, Section 19-13-D54 and Section 19a-116-1:

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

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

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

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



J Robert Galvin MD, MPH, MBA

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



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

September 27, 2012

Via Email at Tanya@summitcenters.com

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

Dear Ms. Little:

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

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

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

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

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

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

Sincerely,

Rose McLellan

License & Applications Supervisor
Facility Licensing & Investigations Section



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

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

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

Permit Number
6131OPF-1

This Is To Certify That
BIRTH CONTROL CARE CENTER

872 E SAHARA AVE
LAS VEGAS NV 89104

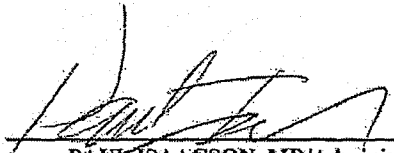
is hereby permitted as a(n)

Outpatient Facility


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

This facility is permitted to provide the following:

OUTPATIENT FACILITY - PERMITTED IN ACCORDANCE WITH NRS 449.442


PAUL ISAACSON, MD/Administrator

STANLEY & ISAACSON BCC, PC/Owner


Richard Whitley M.S./Administrator

rFac.ic

Please display this permit conspicuously.

Dear Administrator/Director:

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

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

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

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

Sincerely,

Richard Whitley, Administrator

09/16/2013

09/16/2013

FAX

09/16/2013 MON 10:07

STATE BOARD OF HEALTH
FOR THE STATE OF ALABAMA

ALABAMA DEPARTMENT)
OF PUBLIC HEALTH)

v.)

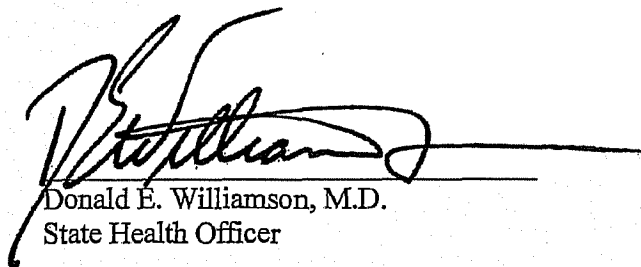
Case No. ADPH/OGC No. 10-0123

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

CONSENT ORDER

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

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


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

STATE BOARD OF HEALTH
FOR THE STATE OF ALABAMA

ALABAMA DEPARTMENT OF
PUBLIC HEALTH)

v.)

Case No. ADPH/OGC-10-0123

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

CONSENT AGREEMENT

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

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

of its medical records in accordance with Rule 420-5-1-.02(8)(f), *Alabama Administrative Code*.

Said disposition plan shall be submitted to the Department on or before June 4, 2010.

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

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

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

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

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

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

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

ALABAMA DEPARTMENT OF
PUBLIC HEALTH

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

ADVANCED GROW LABS LLC

APPENDIX C

RESPONSE TO ITEMS 26-33
Licenses, Permits and Registrations

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



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

Yes No

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

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

Yes No

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

Section G: Criminal Actions

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

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

Section H: Criminal Background Check

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

39. Signature:



40. Date Signed:

11/12/13

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

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

41. Signature:



42. Date Signed:

11/12/13



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



Appendix C

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

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

Section A: Personal Information					
1. Name (First, Middle, Last): John Jay Czarkowski					
2. Street Address (including Apartment or Suite #): 2525 Arapahoe Avenue, Suite E4-325					
3. City: Boulder			4. State: CO	5. Zip Code: 80302	
6. Title: Production Manager		7. Telephone Number: (720) 708-3154		8. E-mail Address: jay@thinkcanna.com	
9. Date of Birth:		10. Social Security Number:		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	

Section B: Employment Information					
12. Current or Most Recent Employer: Canna, LLC.			13. Date of Employment: Start Date: 01/01/2013 End Date: :		
14. Employer Address (including Apartment or Suite #): 2525 Arapahoe Avenue, Suite E4-325					
15. City: Boulder			16. State: CO	17. Zip Code: 80302	
18. Daytime Telephone Number: (720) 708-3154		19. Fax Number:		20. E-mail Address: jay@thinkcanna.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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country? <input checked="" type="checkbox"/> Yes <input 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; SEE ATTACHED • 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. 	

Response to - Appendix C – Section D - #25

JAY CZARKOWSKI Boulder, Colorado

Jay Czarkowski is Managing Partner of Canna Advisors, a national cannabis industry consulting firm focusing on the design, build, and start-up operations of medical cannabis facilities.

Jay is a licensed General Contractor with previous experience in real estate development and investing. In 2001, he launched Construction Design Group, a real estate development company. After designing and building projects from multi-family homes to ski developments, Jay became a pioneer in the medical cannabis industry. In 2009, Jay founded Boulder Kind Care (BKC) with his wife and business partner, Diane Czarkowski. His background gave him a keen advantage in understanding regulation, business investment, building processes and operations, and BKC quickly became one of the most successful medical cannabis retail and production facilities in Colorado. The key factor that led to BKC's success was its ability to consistently produce large amounts of high quality, pharmaceutical-grade cannabis. It was Jay's vision in design and process that made the facilities state-of-the-art.

In the spring of 2012, Jay sold BKC in order to dedicate his time to business consulting and advocacy in the cannabis industry. Jay is a founding member of the National Cannabis Industry Association and a sustaining member of Americans for Safe Access (ASA). Born and raised in Newington, Connecticut, Jay is a native of the New England area. He is a graduate of Norwich University with a BS in Electrical Engineering.



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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 CO	27. Issue Date (month/year): 07/11 Expiration Date (month/year): 07/13	28. Type: Medical Marijuana Key	29. Number: M00184
30. State CO	31. Issue Date (month/year): 03/06 Expiration Date (month/year): 05/12	32. Type: Building Contractor- B	33. Number: 1053795

Section F: Legal Proceedings

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

Yes No

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

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

Yes No

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

Appendix C; Section C

Marijuana or Agriculture Business Experience for John Jay Czarkowski

Question 21:

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

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

John J. Czarkowski was a 31% owner of the business from its inception in October of 2009. His roles were to design, build and oversee the production facilities as well as provide oversight into the overall business operations.

In May of 2012, John J. Czarkowski sold his ownership interest in the business.

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

Question 22:

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

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

John's skills are focused around the design, build and operations of production or cultivation sites as well as business planning, and application support.

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

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



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

Yes No

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

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

Yes No

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

Section G: Criminal Actions

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

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

Section H: Criminal Background Check

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

39. Signature:



40. Date Signed:

9-23-2013

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

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

41. Signature:



42. Date Signed:

9-23-2013



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Appendix C

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

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

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

Section B: Employment Information		
12. Current or Most Recent Employer: New England Enterprises, Inc dba/Perry Pools and Spas		13. Date of Employment: Start Date: 1994 End Date: :
14. Employer Address (including Apartment or Suite #): 72 Fort Point Street		
15. City: East Norwalk		16. State: CT 17. Zip Code: 06855
18. Daytime Telephone Number:	19. Fax Number: 203-866-8885	20. E-mail Address: perrypools@aol.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;
- 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): 12/1/12 Expiration Date (month/year): 11/30/13	28. Type: H.I.C.	29. Number: HIC0502356
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:



40. Date Signed:

9/22/13

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

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

41. Signature:



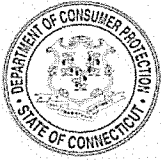
42. Date Signed:

9/22/13

Response to - Appendix C – Section D - #25

MARC GARE

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



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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): Richard Kiyoshi Kiyomoto			
2. Street Address (including Apartment or Suite #):			
3. City		4. State:	5. Zip Code:
6. Title:		7. Telephone Number:	8. E-mail Address:
9. Date of Birth:		10. Social Security Number:	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information			
12. Current or Most Recent Employer: Prides Corner Farms, Inc.		13. Date of Employment: Start Date: 02/01/2002 End Date: :	
14. Employer Address (including Apartment or Suite #): 122 Waterman Road			
15. City: Lebanon		16. State: CT	17. Zip Code: 06249
18. Daytime Telephone Number: (860) 468-6045		19. Fax Number: (860) 642-4155	
20. E-mail Address: dkiyomoto@pridescorner.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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country? <input checked="" type="checkbox"/> Yes <input 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.

Section C #23: Agriculture Business Experience – Richard K. Kiyomoto

1. Del Monte Corporation, Agricultural Research Center, San Leandro, CA.
 - Center involved vegetable crop breeding and pathology.
 - San Leandro, CA (closed).
 - Plant Breeder in charge of processing tomatoes.
 - Employed May 1975 – January 1982.
 - I resigned this position to assume a research position in Connecticut.
 - I am not aware of any violations any laws or regulations by the Del Monte Research Station while I was employed there.

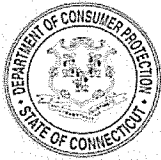
2. Connecticut Agricultural Experiment Station (CAES), New Haven, CT.
 - Agricultural crop research and public service for state of Connecticut.
 - New Haven, CT.
 - Assistant Scientist, Biochemistry & Genetics Department and Associate Scientist, Horticulture & Forestry Department
 - Research on improving photosynthesis in Wheat and testing Apple, Raspberry, Wine Grape, and Hop cultivars for adaptation to Connecticut.
 - Employed February 1982 – February 2002 (retired).
 - CAES is an agency of the state of Connecticut and I am not aware that it has violated any laws or regulations.

3. Prides Corner Farms, Inc. (PCF), Lebanon, CT
 - Wholesale grower of over 100 species of woody and herbaceous perennial plants, fruit trees, and live roof modules on approximately 400 acres.
 - Established a soil testing and pest diagnostics lab at Prides Corner.
 - Title: Staff Horticulturist/Plant Pathologist

- Responsibilities: Supervision of Soil Testing & Diagnostics Laboratory and the Plant Tissue Culture (Micropropagation) labs.
- Started work in February 2002 to present.
- Currently employed full time at Prides Corner Farms, Inc.
- PCF has been involved in the following violations that I am aware of—(1) hiring of undocumented workers and (2) loss of plants under quarantine.
- Violations resolved by releasing workers with improper documents and hiring H2A workers, and paying a fine to APHIS/USDA the agency in charge of plant quarantine. PCF also decided to terminate the importation of quarantine plants.

4. Part-time work at the University of Connecticut, Storrs, CT.

- Public Service Specialist—Wine Grapes IPM/Federal EQIP Program, Plant Science Department, summers 2004-2008.
- Adjunct Professor of Plant Pathology, Plant Science Department, 2008.



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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): 01/12	28. Type:	29. Number:
CT	Expiration Date (month/year): 01/16	Pesticide License	(3a) S-2767
30. State	31. Issue Date (month/year):	32. Type:	33. Number:
	Expiration Date (month/year):		

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?

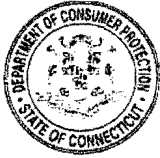
Yes No

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 II: Criminal Background Check

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

39. Signature: _____



40. Date Signed:

October 1, 2013

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

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

41. Signature: _____



42. Date Signed:

October 1, 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): Elaine Janice Lonergan			
2. Street Address (including Apartment or Suite #):			
3. City:		4. State: CT	5. Zip Code: 06880
6. Title: Director of Compliance		7. Telephone Number:	8. E-mail Address:
9. Date of Birth:	10. Social Security Number:		11. Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female

Section B: Employment Information		
12. Current or Most Recent Employer: Self-employed		13. Date of Employment: Start Date: End Date: :
14. Employer Address (including Apartment or Suite #):		
15. City:		16. State
18. Daytime Telephone Number:		17. Zip Code:
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. Signature:

40. Date Signed:

10-1-13

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

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

41. Signature:

42. Date Signed:

10-1-13



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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): Chris G. Mayle			
2. Street Address (including Apartment or Suite #):			
3. City:		4. State:	5. Zip Code:
6. Title:		7. Telephone Number:	8. E-mail Address:
9. Date of Birth:	10. Social Security Number:		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information		
12. Current or Most Recent Employer: Perry Pools and Spas		13. Date of Employment: Start Date: 04/20/2007 End Date: : Present
14. Employer Address (including Apartment or Suite #): 72 Fort Point Street		
15. City: Norwalk		16. State: CT
17. Zip Code: 06855		
18. Daytime Telephone Number: (203) 853-9577	19. Fax Number: (203) 866-8885	20. E-mail Address: perryools@aol.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;
- 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): 04/13 Expiration Date (month/year): 04/14	28. Type: Swimming Pool Builder	29. Number: SPB.0000037
30. State	31. Issue Date (month/year): 11/12 Expiration Date (month/year): 10/13	32. Type: Plumbing and Piping	33. Number: PLM.0285767-SP1

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. Signatur



40. Date Signed:

11/12/13

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

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

41. Signature:



42. Date Signed:

11/12/13

Response to - Appendix C – Section D - #25

CHRIS MAYLE

Nokia Mobile Phones

My diversified background makes me a unique candidate for my future work in the Advanced Grow labs facility as Vice-President of Operations and Logistics. For over 12 years I worked for Nokia Mobile Phones, in a variety of positions. (See attached Resume). While I began my career in Sales, I chose to broaden my career path and move into Logistics and Operations.

This job required managing multiple work groups in various locations around the US, Mexico, and Asia, as well as a diversity of products, with the end result of all new products being launched on time and on budget. My work brought me to our factory and distribution center in Fort Worth, Texas monthly for manufacturing meetings and for Six Sigma Quality meetings.

This state of the art manufacturing and processing facility in the free trade zone of Fort Worth serviced all our customers in the US, Canada, and Latin America. My work focused on one customer, Verizon Wireless. My job was to oversee the design, creation, and implementation of all packaging, labeling, and ultimately shipping of over 1 million handsets per year. This involved some significant coordination of parts and elements from factories worldwide: hardware (phones) from factories around the world, software for the phone from our engineers in San Diego, California, and all the packaging and collateral. All of this was done to the exacting specifications of our customer, whose compliance manual was over 100 pages of constantly changing specifications. These specifications listed everything from the order in which materials were packed into the phones box, to the exact time and place a delivery could occur. It was by far the most challenging and rewarding job with the least room for error.

In this new venture I will assume a similar role, but with a different product. I will be responsible for overseeing the coordination and manufacture of finished product (ground product, oils, tinctures, baked goods) and the packaging and labeling of finished product. I will also assist in package design and carton counts and the shipments to dispensaries.



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Appendix C

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

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

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

Section B: Employment Information			
12. Current or Most Recent Employer: First New York Securities		13. Date of Employment: Start Date: 09/01/1997 End Date: :	
14. Employer Address (including Apartment or Suite #): 90 Park Avenue			
15. City: New York		16. State: NY	17. Zip Code: 10016
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. SEE ATTACHED

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.

RESPONSE TO APPENDIX C
SECTION E, ITEMS 26-33

JOSEPH MUSTO

EXAM HISTORY

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



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

Yes No

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

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

Yes No

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

Section G: Criminal Actions

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

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

Section H: Criminal Background Check

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

39. Signature: _____



40. Date Signed: _____

9/16/13

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

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

41. Signature: _____



42. Date Signed: _____

9/16/13



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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): Mark N. Schwartz		
2. Street Address (including Apartment or Suite #):		
3. City:	4. State:	5. Zip Code:
6. Title: V.P. of Communications	7. Telephone Number:	8. E-mail Address:
9. Date of Birth:	10. Social Security Number:	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information

12. Current or Most Recent Employer: Self-Employed		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?
 Yes No

22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country?
 Yes No

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

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



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Section D: Other Relevant Business Experience

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

Yes No

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

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

Section E: Licenses, Permits and Registrations

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

26. State	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: _____



40. Date Signed: _____

9/22/13

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

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

41. Signature: _____



42. Date Signed: _____

9/22/13



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Appendix C

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

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

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

Section B: Employment Information			
12. Current or Most Recent Employer: Liquor Locker LLC (Partner)		13. Date of Employment: April 2012 Start Date: End Date: :	
14. Employer Address (including Apartment or Suite #): 411 Post Road East			
15. City: Westport		16. State: CT	17. Zip Code: 06880
18. Daytime Telephone Number: (203) 227-5094	19. Fax Number: (203) 227-1497	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 SEE ATTACHED

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): SEE ATTACHED 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.

SETH ROGER SHOLES

ATTACHMENT TO APPENDIX C
Section E, Items 26-33-20
Licenses, Permits and Regulations

State of New York

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

Response to - Appendix C – Section D - #25

SETH SHOLES

My financial background of over 25 years on Wall Street, has given me the skills to make prudent financial decisions in our long and short term planning. The level of trust I developed throughout my career allowed me to raise 3.4M initial capital. In a capital intensive business, my experience will ensure that AGL remains fully funded for all current and future operations.



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

Yes No

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

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

Yes No

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

Section G: Criminal Actions

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

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

Section H: Criminal Background Check

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

39. Signature:



40. Date Signed:

9/23/2013

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

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

41. Signature:



42. Date Signed:

9/23/2013



Medical Marijuana Program

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Appendix C

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

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

Section A: Personal Information

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

Section B: Employment Information

12. Current or Most Recent Employer: Tyco Integrated Security		13. Date of Employment: Start Date: 09/1/2009 End Date: Present	
14. Employer Address (including Apartment or Suite #): 10 Research Parkway			
15. City: Wallingford		16. State: CT	17. Zip Code: 06492
18. Daytime Telephone Number: (203) 741-4139	19. Fax Number: (203) 294-1514	20. E-mail Address: jskowroneketyco.com	

Section C: Marijuana or Agriculture Business Experience

21. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana or agriculture business?
 Yes No

22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country?
 Yes No

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

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



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Section D: Other Relevant Business Experience

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

Yes No Extensive experience in the security industry.

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. Please see attached biographical overview.

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): 09/10	28. Type:	29. Number:
CT	Expiration Date (month/year): 09/16	Driver's License	212798301
30. State	31. Issue Date (month/year):	32. Type:	33. Number:
	Expiration Date (month/year):		

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.

**** Northeast Utilities closed its Select Energy Contracting division because of poor profitability

Business skills:

- Strong organizational and communications skills
- Proven abilities in developing sales leads, initiating business contacts, qualifying prospects, assessing electronic and physical protection needs and then designing, proposing and selling sometimes complex systems and services that address those needs
- Responsible for establishing and building strong business relationships with Connecticut-based corporations, state agencies and area colleges and universities
- 40+ years of successful and practical sales and marketing experience
- Experienced sales professional, well-suited for technical sales, sales management or key management positions



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

Yes No

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

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

Yes No

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

Section G: Criminal Actions

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

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

Section H: Criminal Background Check

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

39. Signature:



40. Date Signed:

10/01/2013

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

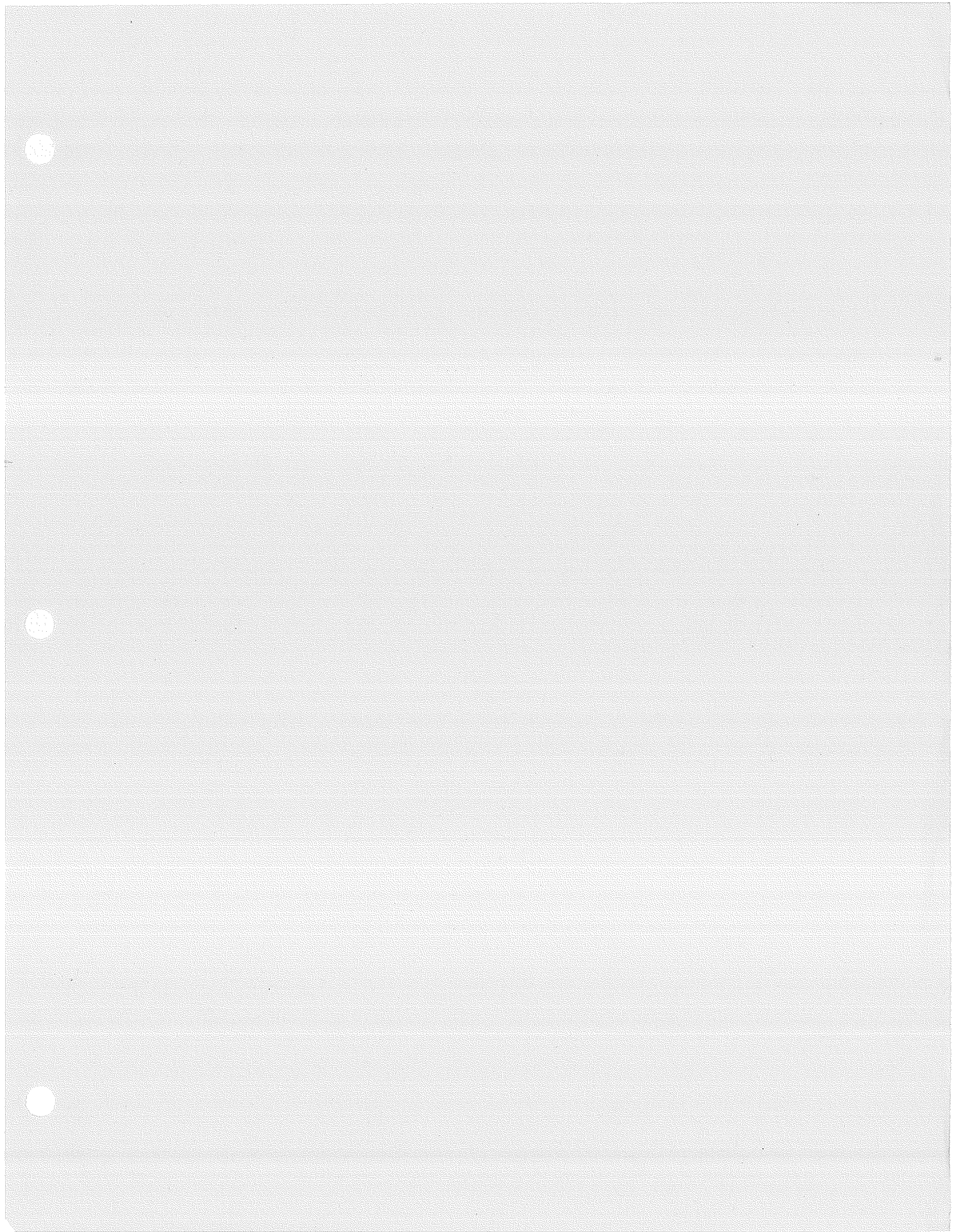
I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General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

41. Signat



42. Date Signed:

10/01/2013





Medical Marijuana Program

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Appendix D Backer Members

Authorization for Release of Personal History Form

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

Section A: Member Information

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

Section B: Criminal Actions

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

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

Section C: Criminal Background Check

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

10. Signature: 	11. Date Signed: 9/23/13
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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.

12. Signat 	13. Date Signed: 9/23/13
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EXHIBIT B-1

SEPTEMBER 10, 2013 LEASE

LEASE AGREEMENT

This **LEASE AGREEMENT** (the "*Lease*") is entered into as of the ^{10th} day of September, 2013 (the "*Effective Date*"), between TMC EDER, L.L.C. a New Jersey limited liability company ("*Landlord*") and **ADVANCED GROW LABS, L.L.C.**, a Connecticut limited liability company ("*Tenant*").

ARTICLE 1 BASIC DEFINITIONS AND LEASE PROVISIONS

1.1 The definitions and basic provisions set forth in the Basic Definitions and Lease Provisions executed by Landlord and Tenant, and attached hereto, are incorporated herein by reference for all purposes.

ARTICLE 2 LEASE GRANT

2.1 Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant accepts and leases from Landlord, the Premises for the Lease Term.

2.2 Tenant is granted the right to use the Premises, together with the non-exclusive use of parking area adjacent to the Building and the common areas of the Building and of the Property on a non-exclusive basis and use. Tenant is entitled to the non-exclusive use of all roadways and rights of way for ingress and egress to and from the Premises and all appurtenant easement rights benefitting the Property. In addition to satisfying the Lease Conditions, Tenant shall have the right to seek and obtain any and all necessary municipal approvals from the City of West Haven in connection with authorized construction for the completion of the Work at the Premises. Tenant shall be responsible for any and all permits (including final certificates of occupancy) and/or approvals and Landlord agrees to cooperate with Tenant pursuant any such approvals for the Work including any letters of authorization or co-signing any municipal applications as required by the applicable governmental board, agency or commission.

ARTICLE 3 DELIVERY OF THE PREMISES; LEASE TERM

3.1 The Lease Term shall be for the period of time specified in the Basic Definitions and Lease Provisions, beginning on the Full Rent Commencement Date and expiring on the Expiration Date.

3.2 Landlord represents and warrants that on the day the Occupancy Conditions are satisfied, all of the structural elements of the Building (including but not limited to the roof) and all of the electrical, mechanical and HVAC and other building systems which service the Premises and the common areas of the Building will be in good working order and repair, specifically, without limitation the roof shall be leak free. Tenant, by entering into actual possession of the Premises on such date, shall be conclusively deemed to have agreed that

Landlord has performed all of its obligations hereunder with respect to preparation of the Premises for Tenant's possession, except for latent defects and the Landlord's representations and warranties contained in this Article 3.2. Landlord shall deliver the Premises to Tenant in its "as is" "where is" condition.

3.3 Subject to delay caused by any act or omission of Tenant or its affiliates, agents, contractors, subcontractors or employees, Tenant shall promptly, and at its sole cost and expense, complete the Work as described and defined on Exhibit "E" attached hereto. Tenant shall use commercially reasonable efforts to cause the Work to be substantially complete in accordance with Exhibit "E" attached hereto. The Work performed by Tenant will be constructed in a good and workmanlike manner, using new materials of good quality and in compliance with all applicable laws, rules and regulations.

3.4 Tenant will be permitted by Landlord to enter the Building and the Premises at any time on or after the Effective Date for the purpose of performing the Work and for the purpose of installing its fixtures and other equipment. Tenant or Tenant's Contractor shall not commence the construction of the Work until (i) Tenant shall have obtained Landlord's written approval of the Plans and Specifications, which shall not be unreasonably withheld, delayed or conditioned, (ii) Tenant and/or Tenant's Contractor shall have deposited with Landlord the certificates of insurance required in this Lease, and (iii) Tenant shall have otherwise complied with the requirements set forth in Sections 10.4 and 10.5 of this Lease. Tenant shall, at its sole cost and expense, remove from the Building and the Premises all trash which may accumulate in connection with Tenant's Work and, should Tenant fail to do so within ten (10) days of written notice, Landlord may, in addition to any other right or remedy of Landlord, remove such trash following such written notice, at Tenant's sole cost and expense, and the expenses so incurred by Landlord shall be due and payable by Tenant as Additional Rent, upon demand. Upon the expiration of the Lease Term or earlier termination of this Lease, all improvements to the Premises, not including any trade fixtures, equipment or other removable personal property which are not deemed "fixtures" under Article 9 of the Connecticut Uniform Commercial Code shall be Landlord's property and shall be surrendered to Landlord.

3.5 In the event any mechanic's or other lien shall at any time be filed against the Building or the Premises by reason of work, labor, services or materials performed or furnished, or alleged to be performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant, at its sole cost and expense, and within sixty (60) days of filing, shall cause the same to be discharged of record or bonded and provide Landlord with reasonably acceptable evidence that Tenant has escrowed a sufficient amount equal to the amount of the mechanic's lien with a title insurance company reasonably acceptable to Landlord; provided; however, in the event Tenant elects to escrow funds with a title insurance company, and Landlord requires release of said lien, Tenant shall obtain a release of such lien within ninety (90) days of such filing. If Tenant shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due or may cause the same to be bonded, and the amount so paid by Landlord, including reasonable attorneys' fees incurred by Landlord in either defending against such lien or procuring the discharge or bonding of such lien, shall be due and payable by Tenant to Landlord, as Additional Rent, upon demand.

All furniture, fixtures and equipment, inventory, signage, personal property and apparatus owned by Tenant and installed at the Premises other than HVAC and other building equipment or systems affixed to the Premises or needed for the general operations of the Premises (collectively the "*Trade Fixtures*") shall remain the property of Tenant and shall be removable at any time, including upon the expiration or earlier termination of the Lease Term; and provided further that Tenant shall repair any material damage to the Premises caused by the removal of said Trade Fixtures, normal wear and tear and casualty excepted. In the event Tenant, its subtenants or assigns acquires or leases Trade Fixtures to be installed and used upon the Property subject to retaining title, conditional sale contract, chattel mortgage or other security agreement or lease, Landlord agrees to execute and deliver to any such secured creditor a waiver of any lien Landlord may have upon such personal property. Such waiver will be on a commercially reasonable form provided by Tenant, or Tenant's creditor, authorizing the secured creditor to enter upon the Premises and remove such personal property upon the occurrence of an event of default under the terms of the security agreement or lease.

3.6 Following the Commencement Date, Landlord shall prepare a Commencement Date Letter in the form attached hereto as Exhibit "F" setting forth the Commencement Date, Expiration Date and revising the Base Rental scheduled set forth in item 10 of the Basic Definitions and Lease Provisions by inserting specific dates for the narrative contained therein and confirming Tenant's acceptance of the Premises. Tenant shall execute and deliver the Commencement Date Letter to Landlord within ten (10) days after delivery by Landlord.

ARTICLE 4 RENT

4.1 Tenant promises and agrees to pay Landlord at Landlord's address set forth in the Lease, or such other address as Landlord may provide to Tenant in writing from time to time, the Base Rental and Additional Rent and all other rent charged under this Lease without deduction or set off, except as otherwise expressly set forth herein. Base Rental shall be payable in monthly installments as provided in the Basic Definitions and Lease Provisions commencing on the Full Rent Commencement Date and continuing on the first day of each calendar month during each Lease Year without notice or demand. If the Full Rent Commencement Date is other than the first day of a calendar month, the first monthly installment of Base Rental shall include a pro rata installment of Base Rental for the period from the Full Rent Commencement Date to the last day of the month in which the Full Rent Commencement Date occurs based upon the Base Rental payable during the first Lease Year.

4.2 Commencing on the Full Rent Commencement Date, Landlord shall charge to Tenant and Tenant agrees to pay as "Additional Rent" Tenant's Pro Rata Share of Basic Costs in accordance with the provisions of Exhibit "C" attached hereto and incorporated herein by reference. If the Full Rent Commencement Date is other than the first day of a calendar month, the Tenant's Pro Rata Share of the Basic Costs for such fractional month shall be pro rated.

4.3 Tenant hereby acknowledges that late payment to Landlord of the monthly Base Rental due hereunder will cause Landlord to incur costs and inconvenience not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. If any monthly

Base Rental due from Tenant is not received by Landlord or Landlord's designated agent within ten (10) days after its due date, then Tenant shall pay to Landlord as a late charge three (3%) percent of such overdue amount, plus any reasonable attorneys' fees incurred by Landlord by reason of Tenant's failure to pay such Base Rental when due hereunder; provided; however, that Tenant shall be entitled to one (1) written notice plus ten (10) days thereafter for any late payment during each twelve (12) month period during the Lease Term before being assessed said late charge. The parties hereby agree that such late charge(s) represent a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment. Landlord's acceptance of such late charges shall not constitute a waiver of an Event of Default with respect to such failure to pay when due or stop Landlord from exercising any of the other rights and remedies granted hereunder.

4.4 All payments required of Tenant under the Lease shall bear interest, beginning on the tenth (10th) day after the applicable due date until paid at the lesser of eight percent (8%) per annum or the maximum lawful rate (the "*Default Interest*"). In no event, however, shall the charges permitted under this paragraph or elsewhere in this Lease, to the extent the same are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

4.5 No payment by Tenant or receipt by Landlord of a lesser amount than the rent due under this Lease shall be deemed to be other than on account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Lease or at law or in equity.

ARTICLE 5 UTILITIES AND ELECTRICAL EQUIPMENT

5.1 Tenant shall be solely responsible for the payment of any imposition charged by applicable governmental jurisdictions or utility providers which are commonly referred to under one of the following names, which list is included for illustrative purposes only and is not intended to be exhaustive: connection charges, availability fees, tie-in fees, meter fees or charges, "tap-in" or tap fees or impact charges and any similar imposition charged by applicable governmental jurisdiction or utility provider associated or incurred in connection with Tenant's Work and/or Permitted Use of the Premises. All utilities shall be separately metered by the applicable utility company with the installation of said meters to be at Tenant's expense. Landlord shall have no obligation for any nonpayment by Tenant of any such utility charges and Tenant shall indemnify and hold Landlord harmless for any failure, rate value or non-payment of any utility charges.

5.2 Landlord shall not be liable to Tenant for damages or otherwise (a) if any utility shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility or (b) for any interruption in any service hereunder (including, without limitation, any heating, ventilation or air-conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Tenant

(constructive or otherwise). In no event shall Landlord be liable to Tenant for punitive, indirect or consequential damages. The forgoing notwithstanding, in the event Tenant is unable to operate its business from a part or all of the Premises due to the interruption of any utilities and services or if Tenant is unable to use the Premises in the normal course of its business due to Landlord's gross negligence or the gross negligence of Landlord's employees, agents, servants or contractors and provided Tenant shall not be in default beyond applicable notice and cure periods, Tenant shall receive a proportionate abatement of Base Rental for the period of time commencing upon the fifth (5th) consecutive business day upon which Tenant is unable to operate its business from the Premises and extending through the day prior to the day Tenant may reopen the Premises. In the event that an essential service to the Building or the Premises that is the responsibility of Landlord is interrupted, Landlord shall use reasonably diligent efforts to restore said service.

5.3 Tenant shall not install any electrical equipment requiring special wiring or voltage exceeding Building capacity unless approved in advance by Landlord, which approval shall not be unreasonably withheld or delayed. In no event will the use of electricity in the Premises exceed the capacity of existing feeders and risers to, or wiring in, the Premises. If additional risers or wiring is/are required to meet Tenant's excess electrical requirements, Landlord, in its sole and absolute discretion, may elect to permit same at the sole cost and expense of Tenant, provided such additional feeders, risers or wirings shall not cause permanent damage or injury to the Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expenses, or interfere with or disturb other tenants of the Building. If Tenant uses machines or equipment in the Premises which affect the standard temperature otherwise maintained by the air conditioning system, Tenant, at its option, may, upon approval by Landlord and Landlord's building engineer, install supplemental air conditioning units or other supplemental equipment in the Premises, and the cost thereof, including the cost of installation, operation, use, and maintenance, shall be paid by Tenant.

ARTICLE 6 GARBAGE, TRASH AND OTHER SERVICE

6.1 Tenant shall be solely responsible for trash and garbage removal from the Premises, including the placing of all trash and garbage in containers, designated by Landlord. Tenant shall, at its expense, provide the Premises (including, without limitation, exterior plate glass, exterior doors and framing, exterior walls, exterior signs and the sidewalks immediately adjacent to the Premises) with those janitorial, window cleaning, degreasing, pest and vermin control, and other services necessary to maintain the Premises at all times during the Lease Term in clean, sanitary, and safe condition in accordance with the standards of comparable Premises.

ARTICLE 7 USE

7.1 Tenant shall use the Premises only for the Permitted Use. Without the prior express written consent of Landlord, Tenant shall not occupy or use the Premises, or permit any portion of the Premises or Property to be occupied or used, for any business or purpose other than the Permitted Use or for any use or purpose which is unlawful or deemed to be dangerous to

life, limb or property, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the premiums for insurance coverage on the Building or contents therein (other than its normal business operations), or invalidate any insurance coverage on the Building. Tenant shall conduct its business and control its agents, employees and invitees in such a manner as not to create any nuisance, nor interfere with, annoy or disturb other tenants, if any. Tenant shall not commit waste and shall maintain the Premises in a clean, healthful and safe condition and shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal, insurance and other agencies or bodies having any jurisdiction thereof) with reference to the use of the Premises by Tenant, including, without limitation, all environmental, health and safety laws. Tenant shall secure at its own expense all permits and licenses required for the transaction of business from the Premises in accordance with the Permitted Use. Tenant shall receive or take delivery of goods or merchandise and shall remove all garbage and trash in the manner and areas reasonably prescribed by Landlord from time to time or designated for such use. Tenant shall not keep any substance or carry on or permit any operation which might emit offensive odors or conditions outside of the Building or use any apparatus which might make undue noise or vibrations outside of the Building, other than the Permitted Use. Tenant further agrees not to install amplifiers or similar devices or use in or about the Premises an advertising medium which may be heard outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

7.2 Tenant shall, and shall cause all its employees, agents, contractors and invitees to, comply fully with all reasonable rules and regulations of the Building adopted by Landlord from time to time and uniformly applied to all tenants of the Building. A copy of the rules and regulations for the Building, existing on the Effective Date, are attached hereto as Exhibit "D". Landlord shall at all times have the right to change such rules and regulations or to promulgate other rules and regulations in such reasonable manner as may be deemed advisable for the safety, care, or cleanliness of the Building or Premises, and for the preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to Tenant and all other tenants in the Building in writing and shall be carried out and observed by Tenant so long as they are uniformly enforced against all of the tenants in the Building.

ARTICLE 8 GRAPHICS

8.1 Tenant may not install any signs, window or door lettering or advertising media of any type (collectively, "*graphics*") in, on or about the Premises, Building or Property or any part thereof, without Landlord's prior written permission, which permission may not be unreasonably withheld or delayed or conditioned. Should Landlord agree in writing to such graphics, Tenant agrees to maintain them in good condition and repair at all times. Tenant shall have the right to install signage at its sole cost and expense, identifying Tenant's name at the entrance way or access way to the Premises, as well as signage identifying its front door, as well as loading docks at the Premises. All such signage shall be subject to applicable municipal rules and regulations and subject to Landlord's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned.

**ARTICLE 9
COMMON AREAS**

9.1 The use and occupation by Tenant of the Premises shall include non-exclusive use of the common areas. The term "*common areas*" shall mean those portions of the Building and the Property intended for the common use of all tenants including (to the extent existing), among other facilities, the parking area, service roads, sidewalks, and such other facilities as may be designated by Landlord from time to time as common areas, subject, however, to the terms and conditions of this Lease and to the rules and regulations governing the use of the common areas as reasonably prescribed from time to time by Landlord. Landlord shall have the right from time to time to change the area, level, location and arrangement of the common areas.

9.2 The common areas shall at all times be subject to the exclusive control and management of Landlord. Landlord shall maintain the common areas in good condition and repair throughout the Lease Term.

**ARTICLE 10
ALTERATIONS**

10.1 Any leasehold improvements to the Premises contemplated by Landlord and Tenant to be made prior to the commencement of the Lease Term shall be performed in accordance with the provisions of Exhibit "E", attached hereto and incorporated herein by reference (the "*Tenant's Work*" or "*Work*").

10.2 Other than any leasehold improvements to be made under Section 10.1, Tenant shall not make, or allow to be made, any alterations, additions or improvements to the Premises without the prior written approval of Landlord which approval shall not be unreasonably withheld, conditioned, or delayed; provided; however, that Tenant shall have the right to make any minor decorations or cosmetic changes or changes to the wall coverings or floor coverings in the Premises. All alterations, additions or improvements installed on the Premises by either party, including, without limitation, fixtures, but excluding readily movable trade fixtures and Tenant's personal property, shall become the property of Landlord at the expiration or earlier termination of the Lease Term, unless Landlord requests their removal, in which event, Tenant shall remove any such alterations, additions or improvements and restore the Premises to its original condition at Tenant's sole cost and expense. If Tenant requests removal of any such improvements or additions, Landlord shall notify Tenant at the time that it approves such alterations or additions. In no event shall Tenant be responsible for the removal of any interior walls, corridors or doorways constructed within the Building.

10.3 Prior to commencing any construction work on the Premises which requires Landlord's approval pursuant to the terms of this Lease, Tenant must furnish to Landlord adequate plans and specifications for the written approval of Landlord which approval shall not be unreasonably withheld, conditioned or delayed. Landlord's failure to provide Tenant written approval of Tenant's plans and specifications within fifteen (15) business days of submission of such plans and specifications to Landlord, shall mean that the Landlord shall be deemed to have approved such plans and specifications submitted to Landlord. Once approved, Tenant shall not

modify the plans and specifications without, again, obtaining the written approval of Landlord which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord's approval of the plans and specifications shall not be deemed to be a representation by Landlord that such plans and specifications comply with applicable insurance requirements, building codes, ordinances, laws or regulations.

10.4 All construction work shall be performed by contractors and subcontractors approved in writing by Landlord prior to commencement of such work, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall cause all of its contractors and subcontractors to procure and maintain insurance coverage against such risks and in such amounts as Landlord may commercially reasonably require and with such companies as Landlord may reasonably approve. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from any such construction work performed by Tenant or on Tenant's behalf.

10.5 All construction work by, or on behalf of, Tenant must be performed in a good and workmanlike manner substantially in accordance with the approved plans and specifications, lien-free, and in compliance in all material respects with all governmental laws and requirements. Tenant shall only utilize materials of a quality that is equal or better than the quality of those materials already on the Premises.

10.6 Tenant shall not permit any mechanic's liens to be filed against the Premises or the Building for any work performed, materials furnished, or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall, within sixty (60) days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien (or so much thereof for which Tenant is responsible) or otherwise have the lien removed of record or put in escrow with a title insurance company acceptable to Landlord the amount of the claim of the lien while it diligently pursues in settling or having said lien bonded or discharged; provided; however, in the event Tenant elects to escrow funds with a title insurance company as set forth herein and Landlord shall require a release of said lien, Tenant shall obtain a release of such lien within ninety (90) days of filing. If Tenant fails to timely take either such action, then Landlord may, at its election, pay the lien claim without inquiry as to the validity thereof, and any amounts so paid (for which Tenant is responsible hereunder), plus Landlord's expenses, shall be paid by Tenant to Landlord as Additional Rent upon demand.

ARTICLE 11 REPAIRS

11.1 Landlord, at its sole cost and expense, shall maintain, repair and replace all structural components of the roof and walls of the Building unless such repairs are needed by fire or other casualty in which event the provisions of Article 15 shall govern and control. Any other capital improvements or major repairs to the Premises, including, but not limited to, any Building systems, the HVAC systems installed by Landlord and existing in the Building as of the Effective Date (including but not limited to electrical and other building systems servicing the Premises), or major repairs to the parking lot or area shall be maintained and performed by Landlord and the cost shall be amortized in accordance with Exhibit "C", paragraph (c) unless such repairs are necessitated by fire or other casualty, in which event, the provisions of Article

15 shall govern and control. Subject to the provisions of any waiver contained in Section 13.2, Landlord shall not be required to make any repairs occasioned by the acts or negligence of Tenant, its agents, employees, contractors and invitees. Tenant shall give prompt written notice to Landlord of the need for repairs or corrections and Landlord shall have a reasonable time to make such repairs or corrections.

11.2 Tenant, at its sole cost and expense, shall keep in good condition and repair all parts of the Premises that are not the responsibility of Landlord under Section 11.1, above. Notwithstanding anything to the contrary in Section 11.1 or elsewhere in this Lease, Tenant shall be responsible for maintaining the entire HVAC servicing the Premises and for replacing any HVAC units needing replacement that were installed by Tenant as part of Tenant's work. Any such repairs to the Premises by Tenant shall be performed in a good and workmanlike manner with new materials of equivalent or better quality to those items being replaced and Tenant shall only use contractors approved in writing by Landlord prior to the commencement of such repairs, which approval shall not be unreasonably withheld, conditioned, or delayed. In addition, but subject to the provisions of any waiver contained in Section 13.2, Tenant shall repair any damage to portions of the Building other than the Premises if occasioned by the acts or negligence of Tenant, its agents, employees, contractors and invitees. After written notice to Tenant, Landlord may, however, at its option and at the cost and expense of Tenant, repair or replace any damage or injury done to the Building or any part thereof, caused by Tenant, its agents, employees, contractors or invitees. If Landlord repairs or replaces any damage to the Building caused by Tenant, Tenant shall reimburse Landlord for the reasonable costs of such repairs upon demand.

11.3 In the event that any repairs or replacements are made to the Building or any of the common areas, including the parking area, which repair shall have a useful life beyond the Lease Term, then, if Tenant is liable for such cost or expense pursuant to the terms of this Lease, said repair or capital improvement shall be prorated over the useful life and Tenant shall only be responsible on an annualized basis for that cost for the remainder of its Lease Term and any Option Term exercise by Tenant.

ARTICLE 12 ASSIGNMENT AND SUBLETTING

12.1 Except as otherwise expressed provided in this Article 12, Tenant shall not, without the prior written consent of Landlord which consent (except in the case of a proposed encumbrance of the Premises) shall not be unreasonably withheld, conditioned, or delayed, (i) advertise that any portion of the Premises is available for lease, (ii) assign, transfer or encumber this Lease or any estate or interest herein, (iii) sublet the Premises, (iv) grant any license, concession, or other right of occupancy of any portion of the Premises, or (v) permit the use of the Premises by any parties other than Tenant (any of the events listed in Sections 12.1(ii) through 12.1(v) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the

proposed transferee's creditworthiness and character. Tenant shall reimburse Landlord for its reasonable attorneys' fees and other expenses incurred in connection with considering any request for its consent to a Transfer up to \$3,500. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the obligations of Tenant hereunder. Landlord's consent to a Transfer shall not release Tenant from performing its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all Rents becoming due to Tenant and apply such Rents against Base Rental and other amounts due under this Lease. Tenant authorizes its transferees to make payments of Base Rental and Additional Rent directly to Landlord upon receipt of written notice from Landlord to do so. At Tenant's request, Landlord agrees to execute a landlord's waiver or collateral assignment of this Lease, each, in form reasonably satisfactory to Landlord to Tenant's bank or finance company in connection with any financing transaction by said lender to Tenant on the lender's standard form subject to Landlord's reasonable review and approval.

12.2 Landlord may, within fifteen (15) days after submission of Tenant's written request for Landlord's consent to a Transfer, cancel this Lease as of the date the proposed Transfer was to be effective. Thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person) without liability to Tenant.

12.3 In the event Landlord consents to any Transfer, whether an assignment or sublet, fifty percent (50%) of the net consideration actually received by Tenant shall be paid to Landlord. Net consideration shall mean the total amount of rent received by Tenant which exceeds the total rent paid by Tenant hereunder after first deducting any reasonable and customary costs or expenses incurred in connection with such assignment or subletting as the case may be such as brokerage, legal fees, construction costs, financial concessions granted in such sublease or assignment. Notwithstanding anything contrary contained herein, the consideration paid to Tenant on any sale of the Tenant's business and the assignment of its interest in this Lease as part of the sale of the business shall not be subject to the provisions of this Article 12.3 and no such sums paid to Tenant shall be payable to the Landlord pursuant to the terms of this Section 12.3.

12.4 (a) Notwithstanding anything to the contrary in Section 12.1, Tenant may, without Landlord's consent, assign this Lease or sublet all or any portion of the Premises to, or allow the Premises to be used by, any Permitted Transferee (as all such terms are defined below). For purposes of this Section 12.4, the following terms shall have the following meanings:

"Related Entity" means any corporation or other business entity which controls, is controlled by or is under common control with Tenant. For purposes of the preceding sentence, "control" means either (i) ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question or (ii) the power to direct the management and policies of such entity.

"Successor Entity" means any one of the following: (i) an entity resulting from a merger, consolidation, reorganization or recapitalization of or with Tenant or (ii) a purchaser (or other transferee) of all or substantially all of Tenant's assets and all or substantially all of such Tenant's liabilities (including the liabilities of Tenant hereunder) or (iii) any person or entity purchasing the business which Tenant conducts at the Premises.

"Qualified Business Group Holder" means any entity which acquires all or substantially all of the business of any division of, or other operational group within, Tenant, which division or other operational group occupied space in the Premises prior to such acquisition (including an entity created pursuant to a spin off of such division or other group, or an entity acquiring such business pursuant to an out sourcing program).

"Permitted Transferee" shall mean any Related Entity, Successor Entity or Qualified Business Group Holder provided that any Successor of Tenant in connection with a purchase of all or substantially all of the assets or equity of Tenant shall have the financial ability to fulfill the obligations of the Tenant remaining under the terms of this Lease and, in the case of a merger or consolidation, that such Successor of Tenant after giving effect to any merger or consolidation shall have sufficient assets to perform its obligation under this Lease, and further provided that if such Permitted Transferee intends to use the Premises for the Permitted Use, the license issued by the State of Connecticut shall be fully assigned to such Permitted Transferee.

12.5 Landlord may sell, transfer, assign or convey all or any part of its interest in the Building, Property and this Lease and, in the event Landlord (i) assigns its interest in this Lease, and (ii) transfers the Security Deposit to Landlord's successor-in-interest, Landlord shall be released from any further obligation and liabilities hereunder from the date of such assignment or transfer, and Tenant agrees to attorn and look solely to Landlord's successor-in-interest for performance of such obligation and provided that Tenant has been informed in writing that Landlord's successor-in-interest has assumed in writing all of the obligations of Landlord under this Lease.

ARTICLE 13 INSURANCE; WAIVERS; SUBROGATION; INDEMNITY

13.1 Tenant shall at its expense procure and maintain throughout the Lease Term the following insurance policies: (i) commercial general liability insurance, on an occurrence basis, in amounts of not less than \$1,000,000.00 per occurrence \$3,000,000.00 aggregate combined single limit, or such other amounts as Landlord may from time to time reasonably require, insuring Tenant, Landlord and Landlord's agents (of whom Tenant is informed in writing by Landlord) against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, and containing contractual liability insurance coverage with respect to Tenant's indemnity obligations hereunder, (ii) property insurance in the broadest available "special form" or "all risks" covering the full value of Tenant's leasehold improvements, personal property and other property (including the property of others), located in or on the Premises. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. Tenant shall furnish certificates of insurance and such other evidence satisfactory to Landlord of the maintenance of

all insurance coverage's required hereunder prior to the Commencement Date. All such required liability insurance policies shall name Landlord as loss payee and an additional insured, and otherwise shall be in form, and issued by companies, reasonably satisfactory to Landlord. Tenant's failure to maintain any insurance hereunder shall constitute an Event of Default without any written notice required of Landlord and, in such event, Landlord shall have the right, but not the obligation, to purchase any insurance that has lapsed. Should Landlord elect to purchase insurance on behalf of Tenant, then Tenant shall reimburse to Landlord the cost of such insurance within twenty (20) days of the date of written notice from Landlord seeking the reimbursement. The policy limits of any insurance required to be carried by Tenant shall not limit the liability of Tenant under this Lease.

13.2 Landlord shall not be liable to Tenant or those claiming by, through, or under Tenant for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "Loss") caused by casualty, theft, fire, third parties, or any other matter (including Losses arising through repair or alteration of any part of the Building, or failure to make repairs, or from any other cause), regardless of whether the negligence of any party caused such Loss in whole or in part. Landlord and Tenant waive any claim each might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is covered under any insurance policy that covers the Building, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or, in the case of Tenant's waiver, is required to be insured against under the terms of the Lease, regardless that the negligence or fault of the other party caused such loss; however, the waiver shall not apply to the portion of any damage which is not reimbursed by the damaged party's insurance by reason of the deductible in such party's insurance coverage, or apply to any coinsurance penalty which Landlord might sustain. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

13.3 Subject to the provisions of Section 13.2, Tenant shall defend, indemnify, and hold harmless Landlord and its employees and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees) for any violations or alleged violations of law related to Tenant's use of the Premises, or for any Loss arising from an occurrence on the Premises or caused by or resulting from the acts or omissions of Tenant or Tenant's employees, agents or contractors, or from Tenant's failure to perform any of its obligations under this Lease (other than a Loss arising from the gross negligence or willful misconduct of Landlord or its employees or agents), even though caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of Landlord or its employees and agents, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of Landlord or its employees and agents.

13.4 Subject to the provisions of Section 13.2, Landlord shall defend, indemnify, and hold harmless Tenant and its employees and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees) for any Loss arising from an occurrence on the Premises or caused by or resulting from the acts or omissions of Landlord or Landlord's employees, agents or contractors, or from Landlord's failure to perform any of its obligations under this Lease (other than a Loss arising from the gross negligence or willful misconduct of Tenant or its employees or agents), even though

caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of Tenant or its employees and agents, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of Tenant or its employees and agents.

ARTICLE 14 HAZARDOUS MATERIALS

14.1 Tenant shall not use, and shall not permit any subtenant, licensee, concessionaire, employee or agent (hereinafter, collectively "*Tenant's Representatives*") to use, any portion of the Premises or Building, for the placement, storage, manufacture, disposal or handling of any hazardous materials (hereinafter defined), except Tenant may use (i) materials which while defined as hazardous materials hereunder are customarily used in the process of quality and safety testing of non-explosive material, (ii) *de minimus* amounts of hazardous materials customary and usual to general office use, such as cleaning solvents or toner for copies and printers; provided such use(s) does not cause the Premises to be classified as an "Establishment", as defined under Connecticut General Statutes Sections 22a-134 through 22a-134e (the "Connecticut Transfer Act"), as amended from time to time, and further provided in each case any such use is in compliance in all material respects with all applicable environmental laws (federal, state or local). In the event Tenant or Tenant's Representatives desire to use or place hazardous materials on the Premises, other than the hazardous materials permitted as provided in the preceding sentence, it shall obtain the approval of Landlord by notifying Landlord in writing thirty (30) days prior to such proposed use or placement, provide the names of the hazardous materials, procedures to insure compliance with the applicable environmental law and such other information as Landlord may reasonably request. Landlord may withhold its consent in its sole and absolute discretion.

In the event Tenant or Tenant's Representatives places, releases or discovers any hazardous materials on the Premises or Building in violation of applicable environmental laws, Tenant shall promptly notify Landlord of such fact in writing. Tenant shall not attempt any removal, abatement or remediation of those hazardous materials on the Premises in violation of applicable environmental laws, without obtaining the additional written consent of Landlord, which consent may be specifically conditioned on Landlord's right to approve the scope, timing and techniques of any such work and the appointment of all contractors, engineers, inspectors and consultants in connection with any such work. Tenant shall be responsible for the cost and expense of any removal, abatement and remediation work of any hazardous materials placed, stored, manufactured, disposed of or handled by Tenant or Tenant's Representatives on the Premises or any other portion of the Building. Such costs and expenses shall include, without limitation, the reasonable cost of any supervision by Landlord, its employees or agents, in connection with such work. Tenant shall strictly comply with all environmental laws in connection with any such removal.

Tenant shall indemnify Landlord, its members, managers, officers, employees and agents and defend and hold them harmless, from and against any loss, damage (including, without limitation, a loss in value of the Building or damages due to restrictions on marketing contaminated space), cost, liability or expense (including reasonable attorneys' fees and expenses and court costs) arising out of the placement, storage, use, manufacture, disposal, handling, removal, abatement or remediation of any hazardous materials by Tenant or Tenant's

Representatives on the Premises or Building, or any removal, abatement or remediation of any hazardous materials required hereunder to be performed or paid for by Tenant, with respect to any portion of the Premises or the Building, or arising out of any breach by Tenant of its obligations under this paragraph.

The term "*hazardous materials*" as used herein shall mean (i) any "*hazardous waste*" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "*hazardous substance*" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos or polychlorinated biphenyls; (iv) any substance the presence of which on the Building or on the Premises is prohibited or regulated by any federal, state or local law, regulation, code or rule; and (v) any other substance which requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment, or disposal.

Landlord hereby agrees that Tenant's obligations under this Article 14 shall not include any existing hazardous materials or hazardous substance that is the subject of the ground water monitoring testing being conducted by Landlord for certain compounds and substances (EPTH, VOC's and gold) in connection with complying with the Connecticut Transfer Act. Landlord assumes and is solely responsible for all costs and expenses in connection with the compliance with the Connecticut Transfer Act including the cost of the ground water monitoring presently being conducted at the Property.

14.2 The indemnification provisions contained in this Article 14 shall survive the termination of this Lease. Tenant warrants and represents to Landlord that Tenant's intended Permitted Use of the Premises and its current manufacturing operations do not cause the Premises to be classified as an "Establishment" under the Connecticut Transfer Act as of the date hereof.

14.3 During the terms of this Lease, Landlord, its agents, contractors or representatives, shall have access to the Premises to enter the Premises to access the existing monitoring wells located in the Premises for purposes of taking ground water samples. Landlord, or Landlord's contractors or representatives, shall provide reasonable advance notice to Tenant and shall perform its activities in a manner not to unreasonably interfere or disrupt Tenant's business operations.

ARTICLE 15 FIRE AND CASUALTY

15.1 (a) If the Premises or Building or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord and (i) if the damage is such that, in the reasonable judgment of Landlord, can be repaired within ninety (90) days from the date of such casualty (or within thirty (30) days from the date of such casualty if less than one (1) year remains in the Lease Term), then Landlord shall repair such damage or destruction (including leasehold improvements installed in the Premises and paid for by Landlord as provided in Exhibit "E" hereto) with reasonable diligence or (ii) if the damage is

such that in the reasonable judgment of Landlord cannot be repaired within ninety (90) days from the date of such casualty (or within thirty (30) days from the date of such casualty if less than one (1) year remains in the Lease Term), then Landlord or Tenant may, at its option, terminate this Lease by notifying Tenant or Landlord, as the case may be, in writing of such termination within thirty (30) days after the date of such damage, in which event the rent hereunder shall be abated as of the date of such damage. If such damage can, in Landlord's reasonable judgment, be repaired within the applicable time period set forth in clause (i) of the preceding sentence, or if Landlord and Tenant do not elect to terminate this Lease as provided in clause (ii) of the preceding sentence, Landlord shall, as soon as reasonably practical after the date of such damage, commence to repair and restore the Building with reasonable diligence (except that Landlord shall not be responsible for delays outside its reasonable control) to substantially the same condition in which it was immediately prior to the happening of the casualty (reasonable wear and tear excepted), except that Landlord shall not be required to rebuild, repair or replace any part of Tenant's leasehold improvements (except to the extent originally paid for by Landlord), furniture, furnishings or fixtures and equipment removable by Tenant under the provisions of this Lease. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control. In the event Landlord does not complete such repairs within the time period set forth in this Section 15.1(a), then the Tenant shall have the right to terminate this Lease by giving written notice of such termination to Landlord within ten (10) days after the end of such applicable period; provided, however, in the event that the completion of such repairs shall be delayed for reasons beyond Landlord's control, the time for completion shall be extended by the period of such delay.

(b) Notwithstanding the foregoing to the contrary, if the casualty prevents Tenant from the reasonable conduct of its business in the Premises and it is estimated to require a period in excess of ninety (90) days from the date of the casualty (or in excess of thirty (30) days from the date of the casualty if less than one (1) year remains in the Lease Term) to repair and restore the Building and/or Premises to the condition that Tenant may again reasonably conduct business from the Premises, then Tenant may elect to terminate this Lease by giving written notice to Landlord within thirty (30) days after the date of the casualty advising of Tenant's election to terminate. Landlord shall use reasonable efforts to obtain an estimate from Landlord's proposed contractor of the time period estimated to complete repairs and restoration following a casualty and provide such estimate to Tenant within twenty (20) days following the date of the casualty. If the estimated time period is less than sixty (60) days (or thirty (30) days during the last year of the Term) or Tenant, having the right hereunder, does not elect to terminate, then Tenant shall be deemed to waive the right to terminate under the provisions of this Section 15.1(b).

15.2 Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof. If the Premises shall be partially damaged or destroyed or rendered untenable or inaccessible, then the Base Rental and all Additional Rent shall be abated in proportion to the Premises that has been rendered untenable, inaccessible or unfit for Tenant's use and occupancy for the period from the date of such damage or casualty until the date upon which Landlord's restoration work is substantially completed. If the Premises are totally damaged or destroyed or rendered untenable or inaccessible, then the Base Rental and Additional Rent shall abate completely as of the date damage or destruction and until the date that Landlord's restoration work is completed.

**ARTICLE 16
CONDEMNATION**

16.1 If all of the Building or all of the Property or Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the Base Rental and Additional Rent shall be abated during the unexpired portion of the Lease Term, effective on the date of taking by the condemning authority, and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term.

16.2 In the event a portion but not all of the Property or Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, by private sale in lieu thereof and the partial taking or condemnation shall render the Building or Premises unsuitable for continued operation, then Landlord shall have the option, in its sole and absolute discretion, of terminating this Lease or, at Landlord's sole risk and expense, restoring and reconstructing the Building to the extent necessary to make same reasonably tenantable. If so much of the Premises, Property or Building as is necessary for Tenant's reasonable use and occupancy of the Premises for the Permitted Use shall be so taken, then Tenant shall have the right to terminate this Lease as of the date title vests in the taking authority. Should Landlord have the right to terminate as provided in the first sentence of this Section 16.2, but does not elect to terminate this Lease and/or should Tenant have the right to terminate as provided in the second sentence of this Section 16.2, but does not elect to terminate this Lease, then Landlord shall restore the Premises and this Lease shall continue in full force and effect with the rent payable during the unexpired portion of this Lease being adjusted to such an extent as may be fair and reasonable under the circumstances, and Tenant shall have no claim against Landlord for the value of any interrupted portion of this Lease.

16.3 Landlord shall be entitled to receive all of the compensation awarded upon a condemnation (or the proceeds of a private sale in lieu thereof) of all or any part of the Property, the Building or the Premises, including any award for the value of any unexpired Lease Term, and Tenant hereby assigns to Landlord and expressly waives all claim to any such compensation. Tenant reserves for itself any separate award made for relocation and moving costs or loss of any of Tenant's trade fixtures and improvements and alterations installed by Tenant.

**ARTICLE 17
SUBORDINATION, ATTORNMENT, ESTOPPEL**

17.1 With respect to any mortgages that exist as of the date hereof or that hereafter become a lien upon the Property or the Building, Tenant agrees that this Lease and all rights of Tenant hereunder shall be subordinate to all such mortgage(s) subject to the holder of such subsequent mortgage(s) executing and delivering to Tenant a Non-Disturbance Agreement in form and content reasonably acceptable to said mortgagee.

17.2 Subject to the provisions of Section 17.1, this Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (a "*Mortgage*"), or any ground lease, master lease, or primary lease (a "*Primary Lease*"), that now or hereafter covers all or any part of the

Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "*Landlord's Mortgagee*"), including any modifications, renewals or extensions of such Mortgage or Primary Lease. Notwithstanding the foregoing, Tenant agrees that any such Landlord's Mortgagee shall have the right at any time to subordinate such Mortgage or Primary Lease to this Lease on such terms and subject to such conditions as Landlord's Mortgagee may deem appropriate in its discretion. Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the Landlord's Mortgagee as Landlord may request.

17.3 Tenant shall attorn to any party succeeding to Landlord's interest in the Premises or Building, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

17.4 Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested or by overnight express mail service, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given in writing to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity (not to exceed thirty (30) days) to start to perform Landlord's obligations hereunder.

17.5 Tenant agrees that, within ten (10) days of written request by Landlord, it will execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that, to Tenant's knowledge, Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

ARTICLE 18 EVENTS OF DEFAULT

18.1 The following shall be deemed to be Events of Default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Base Rental and Additional Rent or any other monetary sum within five (5) days after the same becomes due and upon written notice to Tenant that it is in default of said payment under this Lease; provided; however, Landlord shall be required to give Tenant only one (1) such notice in any consecutive twelve (12) month period.

(b) Tenant shall fail to comply with any other term, provision or covenant of this Lease, other than the payment of a monetary sum, and such failure shall not be cured, or commenced to be cured, within thirty (30) days after written notice thereof to Tenant indicating such failure and requiring it to be remedied; provided; however, if such failure cannot reasonably be cured within such thirty (30) day period, no Event of Default shall be deemed to have occurred so long as Tenant commences the cure within such thirty (30) day period and thereafter

diligently and continuously pursues the cure thereof, and provided that in any event said default shall be cured within one hundred twenty (120) days after written notice of such non-payment default.

(c) Tenant shall become insolvent or admit in writing its inability to pay its debts as they become due, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any state or federal bankruptcy or other insolvency statutes or Tenant shall be adjudged bankrupt or insolvent in proceeding filed against Tenant and such adjudication shall not be vacated or set aside within one hundred twenty (120) days.

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and such receivership shall not be terminated or stayed within one hundred twenty (120) days.

(f) The leasehold estate is taken in execution, by writ, or by other legal process in any action by a third party against Tenant.

(g) The liquidation, termination, dissolution, forfeiture or right to do business of or by Tenant.

(h) There shall occur any assignment, subleasing or other transfer of Tenant's interest in this Lease, except as otherwise permitted in this Lease.

ARTICLE 19 REMEDIES

19.1 Following the occurrence of an Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever, except as required by applicable law:

(a) Terminate this Lease in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or damages, enter upon and take possession and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof without being liable for eviction, prosecution or any claim for damages therefor, and Tenant agrees to pay to Landlord, as hereinafter set forth in Section 19.2, within thirty (30) days of written demand the amount of Base Rental and Additional Rent and all other charges due hereunder which would have been payable by Tenant until it vacates or loses possession of the Premises.

(b) Terminate Tenant's right to possession of the Premises, but not this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or damages, enter upon and take possession of the Premises and expel or remove Tenant and any

other person who may be occupying the Premises or any part thereof without being liable for eviction, prosecution or any claim for damages therefor and Tenant agrees to pay to Landlord, as hereinafter set forth in Section 19.2, on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

(c) Enter upon the Premises, without terminating this Lease or Tenant's right to possession and without being liable for eviction, prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the provisions of this Lease, and Tenant agrees to reimburse Landlord upon demand for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant for such action.

(d) Not to re-enter the Premises or terminate this Lease, but to allow Tenant to remain in possession of the Premises, and bring suit against Tenant to collect the monthly rents and other charges provided in this Lease as they accrue. Landlord shall have a right to allow such deficiencies of monthly rents and other charges provided in this Lease to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies.

Tenant agrees that any re-entry into the Premises under the provisions of Section 19.1(b) shall not be deemed a termination of this Lease or an acceptance of the surrender thereof, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease. Tenant also agrees that any notice pursuant to an action for forcible detainer or eviction shall not be deemed to be a termination of this Lease unless Landlord shall have also notified Tenant in writing that it has so elected to terminate this Lease. Any election of the remedy provided in Section 19.1(b) shall not preclude the subsequent election by Landlord of the remedy under Section 19.1(a).

Should Landlord elect to re-enter the Premises under the provisions of Section 19.1(a) or Section 19.1(b), Landlord shall make commercially reasonable efforts to relet the Premises. Nothing herein, however, shall prohibit Landlord from leasing any other vacant space in the Building before leasing the Premises, or from using its business judgment in respect to the releasing of the Premises.

19.2 Should Landlord at any time terminate this Lease or Tenant's right to possession for an Event of Default, Tenant shall remain liable for each and every obligation under this Lease and Landlord shall recover from Tenant, and Tenant shall be liable and pay to Landlord, as damages a sum equal to the following:

- (i) the unpaid monthly Base Rental and Additional Rent and other charges provided in this Lease and which accrued prior to the date of termination;
- (ii) an amount equal to the following:

(A) Until Landlord is able, through commercially reasonable efforts, to relet the Premises at prevailing rates and customary terms, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly rentals and other charges provided in this Lease. If and after the Premises have been relet by Landlord, Tenant shall pay to Landlord on the twentieth (20th) day of each calendar month the difference between the monthly rentals and other charges provided in this Lease for such calendar month and that actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month in excess of the monthly rentals and other charges provided in this Lease, shall be credited to Tenant, first, in reduction of Tenant's liability for any calendar month for which the amount collected by Landlord will be less than the monthly rentals and other charges provided in this Lease and, then, against Tenant's liability for any other damages of Landlord hereunder, and Tenant shall have no right to any excess other than the above-described credits; and

(B) At Landlord's election, Landlord may demand a final settlement, in which event, Landlord shall have a right to accelerate all sums due under this Lease for the entire Lease Term, and Tenant hereby agrees to pay, the difference, if any, between (1) the total monthly rents and other charges provided in this Lease for the remainder of the Lease Term, and (2) the aggregate fair rental value of the Premises for such period (determined as of the time of the final settlement) such difference discounted to present value using the prime rate published in The Wall Street Journal for the region in which the Building is located on the date of the final settlement; and

- (iii) all other costs and damages which Landlord incurred, including, without limitation, any and all reasonable costs of retaking the Premises, reasonable costs of maintaining and preserving the Premises after such retaking, and reasonable costs of reletting the Premises, such as costs to repair the Premises and to pay leasing commissions after first deducting any and all rentals or other charges received by Landlord in connection with any reletting of the Premises.

If Landlord elects to exercise the remedy prescribed in Section 19.2(ii) (A) above, this election shall not prejudice Landlord's right at any time thereafter to cancel said election in favor of the remedy prescribed in Section 19.2 (ii) (B) above.

As used in Article 19, the phrase "the monthly rentals and other charges provided in this Lease" shall mean the monthly amount of Base Rental plus the monthly amount of Tenant's Pro Rata Share of Basic Costs. If Landlord demands a final settlement, then Landlord shall have the right to estimate Tenant's Pro Rata share of Basic Costs for the remainder of the Lease Term based on Tenant's Basic Costs during the Term of this Lease.

Any past due monthly rents and other charges provided in this Lease shall bear interest at the Default Interest rate, defined elsewhere in the Lease.

19.3 Should Landlord re-enter and take possession of the Premises in accordance with applicable law, Landlord may, with respect to any and all furniture, fixtures, equipment and other personal property of Tenant located on the Premises, exercise one or more of the following rights: (i) remove the personal property from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) and place same in storage and, in such event, Tenant shall be liable to Landlord for costs actually incurred by Landlord in connection with such removal and storage and shall indemnify and hold Landlord harmless from all loss, damage, cost, expense and liability in connection with such removal and storage; or (ii) dispose of any of the personal property. Should Landlord elect to dispose of any of the personal property, whether or not such personal property was first placed in storage, Landlord shall give Tenant written notice at Tenant's last known address advising Tenant that Landlord will dispose of the personal property unless Tenant retrieves same within thirty (30) days from the date of the notice and pays to Landlord any costs incurred for storage and/or removal. Landlord shall also have the right to relinquish possession of all or any portion of such personal property to any person claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by such person to grant such person the right to take possession of such personal property, without the necessity on the part of Landlord to inquire into the authenticity of the copy of the instrument or of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which such person purports to act; and Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other personal property to the person. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have a law or in equity.

19.4 No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention shall be given to Tenant. Notwithstanding any such re-entry or taking possession of the Premises, Landlord may at any time thereafter elect to terminate this Lease by reason of the Event of Default. Pursuit of any of the remedies set forth in Article 19 shall not preclude pursuit of any of the other remedies in Article 19 or any others provided in this Lease or any other remedies provided by law or in equity. The specific remedies to which Landlord may resort under this Lease are cumulative and are not intended to be exclusive of any other remedies to which Landlord may be lawfully entitled in case of a breach or threatened breach of the Lease. In addition to any other remedies provided in the Lease, Landlord shall be entitled to seek injunctive relief to restrain any violation or threatened violation of the covenants, conditions or provisions of this lease or to compel specific performance. The pursuit of any remedy provided in this Lease shall not constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of rent following an Event of Default hereunder shall not be construed as Landlord's waiver of such Event of Default unless such waiver is expressly stated in writing signed by Landlord. No waiver by Landlord of any violation or breach of the terms, provisions, and covenants of the Lease shall be deemed or

construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Lease. No consent by Landlord to any act of Tenant under this Lease shall be deemed to waive or render unnecessary consent to any subsequent or similar act. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default.

19.5 Landlord and Tenant hereby irrevocably waive, to the extent permitted by law, any right to trial by jury in any lawsuit, action, proceeding, or counterclaim brought by either party hereto against the other on any matter arising out of or connected with this Lease, the acts or omissions of Landlord or Tenant in connection with this Lease, or Tenant's occupancy and use of the Premises and the Building. Notwithstanding the foregoing or any other provision hereof to the contrary, in no event shall either Landlord or Tenant be liable to the other for consequential or punitive damages, even in the case of negligence.

19.6 Tenant shall not for any reason withhold or reduce Tenant's required payments of rent and other charges provided in this Lease, it being agreed that the obligations of Landlord under this Lease are independent of Tenant's obligations except as may be otherwise expressly provided. The immediately preceding sentence shall not be deemed to deny Tenant the pursuit of all rights granted it under this Lease, at law, or in equity.

19.7 In the event of any default described in subsection (d) of Section 18.1 of this Lease, any assumption and assignment must conform with the requirements of the Bankruptcy Code which provides, in part, that Landlord must be provided with adequate assurance of the following: (i) that the proposed assignee has sources to pay monthly rents and any other charges due under this Lease; (ii) that the financial condition and operating performance of any proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the date of execution of this Lease; (iii) that any assumption or assignment is subject to all of the provisions of this Lease (including, but not limited to, restrictions as to use) and will not breach any such provision contained in any other Lease, financing agreement or other agreement relating to the Building; and (iv) that any assumption or assignment will not disrupt any tenant mix or balance, if any, in the Building.

In order to provide Landlord with the assurance contemplated by the Bankruptcy Code but subject to the decision of the Bankruptcy Court, Tenant must fulfill the following obligations, in addition to any other reasonable obligations that Landlord may require, before any assumption of this Lease is effective: (i) all defaults under subsection (a) of Section 18.1 of this Lease must be cured within ten (10) days after the date of assumption; (ii) all other defaults under Section 18.1 of this Lease other than under subsection (d) of Section 18.1 must be cured within ten (10) days after the date of assumption; and (iii) all actual monetary losses incurred by Landlord (including, but not limited to, reasonable attorneys' fees) must be paid to Landlord within ten (10) days after the date of assumption.

**ARTICLE 20
LANDLORD'S DEFAULT**

20.1 Landlord shall be in default under this Lease if Landlord has not begun and pursued with reasonable diligence the cure of any failure of Landlord to meet its obligations under the Lease within twenty (20) days for a payment obligation or thirty (30) days for a non-payment obligation of the receipt by Landlord of written notice from Tenant of the alleged failure to perform; provided; however, it shall not be an event of default by Landlord if such non-payment obligation it cannot reasonably be cured within such thirty (30) day period, no default shall have occurred so long as Landlord commences the cure within such thirty (30) day period and Landlord uses due diligence in attempting such cure and Landlord cures such condition within ninety (90) days of such written notice. Tenant hereby waives any right to terminate or rescind this Lease as a result of Landlord's default (beyond the applicable notice and cure period) as to any covenant or agreement contained in this Lease or as a result of the breach of any promise or inducement hereof, whether in this Lease or elsewhere and Tenant hereby agrees that Tenant's sole remedies for default hereunder and for breach of any promise or inducement shall be limited to a suit for damages and/or injunctive relief. If Landlord has defaulted in any payment obligation to Tenant, then, after the applicable notice and cure period, Tenant may offset that amount against the rent next coming due. In addition, Tenant hereby covenants that, prior to the exercise of any such remedies, it will give any mortgagee(s) holding a mortgage(s) on the Premises (of which Tenant has been provided written notice and contact information by the Landlord) notice and a reasonable time to cure any default by Landlord (not to exceed thirty (30) days) to start to perform Landlord's obligations hereunder, pursuant to the terms of any agreement between Tenant and said mortgagee.

20.2 The liability of Landlord or Tenant for any default by Landlord or Tenant, as the case may be, under the terms of this Lease shall be limited to such party's actual direct, but not consequential or punitive, damages therefor. Tenant agrees to look solely to the estate and interest of Landlord in the Premises including any rental or proceeds arising therefrom for the collection of any judgment or other judicial process requiring the payment of money by Landlord in the event of a default or breach by Landlord with respect to this Lease, and no other assets of Landlord shall be subject to levy of execution or other procedures for the satisfaction of Tenant's rights. This Section 20.2 shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord.

**ARTICLE 21
SURRENDER OF PREMISES; HOLDING OVER**

21.1 At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord the Premises "broom-clean" and with all improvements located thereon in good repair and condition, reasonable wear and tear and condemnation and fire or other casualty damage excepted. Tenant may remove all of Tenant's personal property including, but not limited to, unattached trade fixtures, equipment, furniture, and personal property placed in the Premises by Tenant. Additionally, Tenant shall remove such alterations, additions, improvements, trade fixtures, equipment, wiring, and furniture installed in the Premises by or on behalf of the Tenant as Landlord may request in writing or as set forth in this Lease (other than the Work performed

in accordance with Exhibit "E" hereto). Tenant shall repair all damage caused by such removal. All items not so removed, within thirty (30) days after the expiration or earlier termination of this Lease, shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord at any time, thereafter, without notice to Tenant and without any obligation to account for such items. If Landlord incurs any cost in the storage or removal of any such items, Tenant shall pay to Landlord within twenty (20) days of written demand any and all such charges. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

21.2 If Tenant, or any party under Tenant claiming rights to the Lease, holds over after the expiration or termination of this Lease or of Tenant's right to possession, without the consent of the Landlord, Tenant will become a month-to-month tenant and will pay to Landlord each day during the first (1st) month during any holdover period a daily Base Rental equal to one hundred twenty-five percent (125%) of the monthly Base Rental payable during the last month of the Lease Term and thereafter two hundred percent (200%), plus, any Additional Rent due under the other provisions of this Lease. No holding over by Tenant or payment to Landlord after the expiration or earlier termination of this Lease will renew or extend this Lease or prevent Landlord from recovering immediate possession of the Premises by summary proceedings or otherwise, unless Landlord gives Tenant written notice expressly extending this Lease in the event of any holdover beyond a three (3) month period. Tenant will then be liable for all of Landlord's damages resulting from any holdover or occupancy of the Premises after the Lease expires or terminates and Tenant shall indemnify and defend Landlord from any claims arising from Tenant's failure to timely vacate the Premises.

ARTICLE 22 RIGHT OF ACCESS

22.1 Provided Landlord provides at least one (1) day prior written notice and uses reasonable efforts to not unreasonably interfere with Tenant's business operations, Landlord or Landlord's representatives shall have the right to enter into and upon the Premises at any and all reasonable times (i) to inspect, clean or make repairs or alterations or additions to the Premises as Landlord may deem necessary (but without any obligation to do so, except as expressly provided elsewhere in this Lease), (ii) to check or service the groundwater monitoring wells within the Premises, or (iii) to show the Premises to prospective purchasers or lenders, or prospective tenants during the final twelve (12) months of the Lease Term; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall any such entry be deemed to be an actual or constructive eviction. Tenant shall also grant reasonable access to utility companies having meters within the Premises.

ARTICLE 23 MISCELLANEOUS

23.1 **Taxes.** Tenant shall be liable for all taxes levied or assessed against Tenant's personal property, furniture, or fixtures placed by Tenant in the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's Property and Landlord elects to pay the same, or if the assessed value of Landlord's Property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on

such increase, then Tenant shall pay to Landlord, within thirty (30) days of written demand therefor, that part of such taxes for which Tenant is primarily liable hereunder. Landlord agrees that Tenant shall have the right to initiate legal proceedings or any tax appeals to contest the assessment of taxes on the Premises. Tenant shall do so at Tenant's cost and expense and shall inform Landlord in writing. During any tax appeal or tax protest, Tenant shall continue to pay the tax payments during said tax proceedings and shall use an attorney or consultant who has been reasonably approved by Landlord.

23.2 Name. Tenant shall not, without the prior written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises. In no event shall Tenant acquire any rights in or to such name and Landlord reserves the right from time to time and at any time to change the name of the Building.

23.3 Financial Statements. Prior to the execution of this Lease, Tenant shall have delivered to Landlord, its most recent financial statements, certified by an officer to be substantially true and correct in all material aspects, and if available, its most recent financial statements certified, reviewed, or compiled by its certified public accountant. Tenant further agrees to deliver to Landlord, upon Landlord's request, updated financial statements in form and substance prepared by Tenant's accounting firm at least once per year. Landlord shall maintain and keep the information contained in Tenant's financial statements confidential and shall not disclose any such information to any third party or person except to its then current mortgagee and other legal and accounting professionals as reasonably necessary provided Landlord shall use reasonable efforts to ensure that said mortgagee and other legal and accounting professionals shall keep such information on a confidential basis.

23.4 Brokerage. Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than the person(s) listed in the Basic Definitions and Lease Provisions of this Lease (the "*Broker(s)*"). Except for any Broker(s) who shall be compensated by Landlord in accordance with the provisions of a separate agreement, Landlord and Tenant each agree to indemnify the other against all costs, expenses, reasonable attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

23.5 Quiet Enjoyment. Provided Tenant has performed all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of this Lease.

23.6 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, delays due to strikes, riots, acts of God, terrorism, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party. The foregoing shall not excuse, however, the timely payment of rent by Tenant under the provisions of this Lease.

23.7 **Notices.** All notices and other communications given by one party to the other under the provisions of this Lease shall be in writing, addressed to the party at the address provided in the Basic Definitions and Lease Provisions, and shall be by one of the following: (i) mailed by United States Mail, postage prepaid (first class, priority, or express), certified, with return receipt requested, or (ii) by a nationally recognized overnight courier to the intended address, with a receipt of delivery. All notices shall be effective upon actual receipt. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

23.8 **Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause of provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

23.9 **Amendments; Construction and Binding Effect.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms thereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee or a successor thereto, no third party shall be deemed a beneficiary hereof.

23.10 **Captions.** The captions contained in this Lease are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Lease.

23.11 **Recording.** Tenant shall not record this Lease or permit this Lease to be recorded in the land records of the municipality where the Premises are located. Landlord agrees to execute and provide to Tenant a Notice of Lease in statutory form for purposes of recording said notice in the applicable land records, if Tenant so requests the Notice in writing.

23.12 **Time of Essence.** Except as otherwise expressly provided in this Lease, time is of the essence.

23.13 **Governing Law.** The laws of the state in which the Premises are located shall govern the interpretation, validity, performance and enforcement of this Lease.

23.14 **Authority.** (a) The person executing the Lease on behalf of Tenant hereby represents and warrants that (i) he is duly authorized and empowered to execute this Lease on behalf of Tenant, (ii) Tenant has full right and authority to enter into this Lease, and (iii) upon full execution, this Lease constitutes a valid and binding obligation of Tenant.

(b) The person executing the Lease on behalf of Landlord hereby represents and warrants that (i) he is duly authorized and empowered to execute this Lease on behalf of Landlord, (ii) Landlord has full right and authority to enter into this Lease and (iii) upon full execution, this Lease constitutes a valid and binding obligation of Landlord.

23.15 Approval. Any approval of Landlord required under the provisions of this Lease must be in writing or it shall not be deemed to be effective and, if not in writing, then in the making of proof thereof, Landlord shall be presumed not to have given its approval unless the terms of the Lease provide otherwise.

23.16 No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the Premises or any interest in such fee estate.

23.17 No Partnership. Nothing in this Lease 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 joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other 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.

23.18 No Offer. The submission of this Lease by Landlord to Tenant for examination shall not be construed as an offer to lease or a reservation of an option to lease. Further, it is the intention of the parties that Landlord shall not be bound and Tenant shall not have any rights under this Lease unless and until Landlord executes a copy of this Lease and delivers it to Tenant.

23.19 Non-Disclosure. Tenant will not disclose any terms of its Lease to other tenants in the Building or to the general public. Landlord will not disclose the terms of this Lease to any other party, person or to the general public except to its mortgage lenders, its legal and accounting professionals, to any prospective purchasers of the Property or as required by a court in any legal proceedings and then on the condition that Landlord take reasonable steps for such information shall be kept on a confidential basis.

23.20 Exhibits. All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit A - Legal Description	<input checked="" type="checkbox"/>
Exhibit B - Outline of Premises	<input checked="" type="checkbox"/>
Exhibit C - Operating Expense Reimbursement	<input checked="" type="checkbox"/>
Exhibit D - Rules and Regulations	<input checked="" type="checkbox"/>
Exhibit E - Tenant Work	<input checked="" type="checkbox"/>

23.21 Entire Agreement. This Lease, including all exhibits attached hereto, constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord, Landlord's agent or Tenant, anyone of the foregoing to the other with respect to this Lease or the obligations to Landlord or Tenant in connection therewith.

23.22 Counterparts. This document may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute but one and the same instrument. Facsimile and e-mailed (PDF) signatures shall be afforded the full force and effect of any original signature.

23.23 Representations and Warranties of Tenant. Tenant (and, if Tenant is a corporation, partnership, limited liability company or other legal entity, such corporation, partnership, limited liability company or entity) hereby makes the following representations and warranties, each of which is material and being relied upon by Landlord, is true in all respects as of the date of this Lease, and shall survive the expiration or termination of this Lease.

(a) Tenant is duly organized, validly existing under the laws of the state of its organization and is qualified to do business in the State of Connecticut. The persons executing this Lease on behalf of Tenant have the full right and authority to execute this Lease on behalf of Tenant and to bind Tenant without the consent or approval of any other person or entity. Tenant has full power, capacity, authority and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. This Lease is a legal, valid and binding obligation of Tenant, enforceable in accordance with its terms.

(b) Tenant has not (1) made a general assignment for the benefit of creditors, (2) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (3) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (4) suffered the attachment or other judicial seizure of all or substantially all of its assets, (5) admitted in writing its inability to pay its debts as they come due, or (6) made an offer of settlement, extension or composition to its creditors generally.

(c) To the best of Tenant's knowledge, Tenant is not in violation of any Anti-Terrorism Law;

(d) To the best of Tenant's knowledge, Tenant is not, as of the date hereof:

(i) conducting any business or engaging in any transaction or dealing with any Prohibited Person, or any "forbidden entity" (as defined in Illinois Public Act 094-0079), including the governments of Cuba, Iran, Sudan, North Korea, Myanmar, Syria and Venezuela and, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person or forbidden entity;

(ii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or

(iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law; and

(e) Tenant is not a Prohibited Person.

(f) If at any time any of these representations becomes false, then it shall be considered an Event of Default under this Lease.

(g) As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, Title 3 of the USA Patriot Act, Illinois Public Act 094-0079; and any regulations promulgated under any of them. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time. "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; (ii) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

23.24 TENANT ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS LEASE AGREEMENT IS A PART IS A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE OF CONNECTICUT. TENANT HEREBY WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52-278A ET SEQ. AS AMENDED OR UNDER ANY OTHER STATUTE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES LANDLORD MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER.

23.25 **Security Deposit.** Tenant shall deposit with Landlord a sum equal to \$12,750.00 upon the satisfaction of the Occupancy Conditions of this Lease. Landlord shall have the right but not the obligation to use the Security Deposit for any sums due from Tenant under this Lease that are unpaid as provided herein, subject to notice and the applicable cure period.

At Tenant's option, the amount of the Security Deposit may be satisfied at any time by Tenant providing and issuing to Landlord an unconditional Irrevocable Letter of Credit naming Landlord as the beneficiary which Irrevocable Letter of Credit shall be for not less than one (1)

year and contain automatic year-to-year renewals subject to at least thirty (30) days prior written notice of the expiration of the Letter of Credit.

Provided no Event of Default has occurred and is continuing at the expiration or earlier termination of this Lease, Landlord shall refund the Security Deposit to Tenant within thirty (30) days thereof.

ARTICLE 24 RIGHT OF FIRST OFFER

(a) During the Lease Term, Landlord grants to Tenant the right on one occasion only (the "*First Offer Option*") to lease the space which is horizontally contiguous to the Premises (the "*First Offer Space*") when it first becomes available for lease (as a result of non-renewal by the existing tenant) and which Landlord intends in good faith to offer to third parties, subject to the terms and conditions of this Article 24. Tenant's rights under this Article 24 with respect to leasing any First Offer Space is subject to the following conditions:

(i) Tenant is not then in material default beyond applicable cure period of any terms, covenants or conditions under this Lease.

(ii) The First Offer Option cannot be assigned or transferred to any other person or entity and is permitted only to Tenant for Tenant to lease any First Office Space for its own use and occupancy.

(iii) All of Tenant's rights under this Article 24 are subject and subordinated to any expansion rights, renewal rights that had been granted or previously granted to other Building tenants whose leases are executed prior to the date hereof, including any extension rights or renewal options given by Landlord to any such tenants with respect to its lease.

(b) When Landlord determines that First Offer Space is becoming available, Landlord shall provide written notice (the "*First Offer Notice*") of the availability and the date of such availability to Tenant of the First Offer Space. The First Offer Space shall be offered to Tenant at the then Base Rental amounts as set forth in Article 4 of the Lease and in the Basic Lease Provisions and the term for the First Offer Space shall be coterminous with the Lease Term of the Lease Agreement. If Tenant accepts the First Offer Space, Landlord shall be under no obligation to perform any work or provide Tenant with any allowance therefor, Tenant agreeing to accept such space(s) in its/their "as is" "where is" condition".

(c) Upon receipt of the First Offer Notice, Tenant shall notify Landlord in writing within ten (10) business days that Tenant unconditionally accepts the terms of the First Offer Notice. Tenant's failure to respond within the ten (10) day period shall be deemed that Tenant has elected not to exercise right to the First Offer Space. If Tenant exercises its right, Tenant shall enter into a lease amendment to include the First Offer Space and include the Base Rental amounts, increase Tenant's Pro-Rata share and to include Tenant's obligation to pay Additional Rent for Operating Expense reimbursements for the First Offer Space.

**ARTICLE 25
OPTIONS TO EXTEND**

25.01 Tenant shall have two (2) options to extend the Lease Term for an additional period of five (5) years for each five year option period ("Extension Terms") upon all of the terms and conditions of this Lease, except that (i) the Base Rent for the first year during the first Extension Term shall be 2.5% greater than the Base Rent from the previous Lease Year and shall escalate annually by 2.5% annum and that the Base Rent for the first year during the Second Extension Term shall be 3% greater than the Base Rental Amount for the immediately preceding year and shall increase during the remaining Second Extension Term on an annual basis by 3% per annum. Landlord shall have no obligation to do any work in the Premises or give any work allowance; (iii) there shall be no rent abatement period; and (iv) there shall be no further option to extend beyond the expiration of the Extension Terms as provided in this subsection 25.01. Each extension option shall be applicable only to the Premises described in Section 1 or any additional space in the Building that the Tenant has acquired pursuant to Article 24 above, during the Term.

25.02 Tenant's option to extend may be exercised only by notice of exercise given by Tenant to Landlord at least twelve (12) months prior (but not more than 13 months) to the expiration of the initial Lease Term or the first Extension Term, as the case may be. Failure to so exercise within such period shall render any subsequent attempted exercise void and of no effect, any principles of law to the contrary notwithstanding. Tenant shall have no right to exercise its extension options under this Section, and any attempted exercise shall be void and of no effect if Tenant shall be in material default at the time it exercises either of its extension options under this Section.

**ARTICLE 26
EARLY OCCUPANCY; LEASE CONDITIONS**

26.01 From the Effective Date of the Lease and until the Full Rent Commencement Date, Tenant shall pay the following Gross Rental rate,:

<i>Time Period</i>	<i>Monthly Rental</i>
07/01/13-9/30/2013	
10/1/2013-12/31/2013	
01/1/2014-02/28/2014	

(b) In the event the Occupancy Conditions are not satisfied on or prior to February 28, 2014, then Tenant, at Tenant's option, shall have the right to terminate this Lease by providing Landlord with written notice between March 1 and March 31, 2014, and the Lease shall terminate thirty (30) days following Landlord's receipt of such notice. The termination shall not be effective unless on or prior to the date prescribed for termination, Tenant has paid to Landlord all amounts due under the Lease, including Rent through the termination date.

[Balance of Page Intentionally Blank]

EXECUTED to be effective on the day and date first written above.

LANDLORD:

TMC EDER, L.L.C.

By: Michael G. (Gen) McCabe
Name: MICHAEL G. (Gen) MCCABE
Its: V.P.

Date: 9.10.13

TENANT:

ADVANCED GROW LABS, LLC

By: _____
Name: _____
Its: _____

Date: _____

EXECUTED to be effective on the day and date first written above.

LANDLORD:

TMC EDER, L.L.C.

By: _____

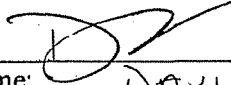
Name:

Its:

Date: _____

TENANT:

ADVANCED GROW LABS, LLC

By:  _____

Name: DAVID LIPTON

Its: CEO

Date: 9/2/13 _____

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of West Haven, County of New Haven and State of Connecticut, particularly bounded and described as follows:

Beginning at the point of intersection of the Northeasterly street line of Eder Road and the Southeasterly street line of Frontage Road:

THENCE running N 58 degrees 48'00" E, 183.08 feet; THENCE Northeasterly along a curve, having a radius of 400.00', 104.72 feet; THENCE N 73 degrees 48'00" E, 100.79 feet, all along the Southeasterly street line of Frontage Road, all as shown on said map;

THENCE S 39 degrees 00'50" E, 280.00 feet along land N/F of Enthone, Inc. as shown on said map;

THENCE S 50 degrees 59'10" W, 375.00 feet along land N/F of Louis Kuriansky, Sidney Eder Yvette Eder, Trustees as shown on said map; and

THENCE N 39 degrees 00'50" W, 371.55 feet along Northeasterly street line of Eder Road as shown on said map to the point and place of beginning.

EXHIBIT "B"
OUTLINE OF PREMISES

EXHIBIT "D"

RULES AND REGULATIONS

This Exhibit is attached to and made a part of the Lease by and between **TMC PROPERTIES, LLC** ("*Landlord*") and **ADVANCED GROW LABS, L.L.C.** ("*Tenant*").

A. The following rules and regulations shall apply to the Building, including, without limitation the Premises:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by Tenant or used by any Tenant for purposes other than ingress and egress to and from its Premises. No rubbish, litter, trash, or material of any nature shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in common areas used by other tenants in the Building.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid by such Tenant.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building or Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Subject to the Tenant's Work set forth on EXHIBIT E AND EXHIBIT E-1, no nails, hooks or screws shall be driven or inserted in any part of the Building except by personnel of Landlord or retained by Landlord except as necessary when decorating the suite (i.e. hanging pictures etc.). No lighting which may be visible from the exterior of the Premises may be utilized without Landlord's prior approval, which approval shall not be unreasonably withheld or delayed.

4. Movement in or out of the Building of furniture or equipment, or dispatch or receipt by Tenant of any merchandise or materials which require use of elevators or stairways, common area loading docks or movement through the Building entrances or lobby shall be conducted in a manner consistent with the terms of the Lease and shall be done at Tenant's sole cost and risk. Tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons resulting from such activity.

5. All damages to the Building or Property caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.

6. Corridor doors, when not in use, shall be kept closed.

7. No birds or animals (except Seeing Eye dogs) shall be brought into or kept in, on or about the Premises. No portion of the Premises shall at any time be used or occupied as

sleeping or lodging quarters or for any immoral or illegal purposes or for any purpose which would tend to injure the reputation of the Building or impair the value of the Building.

8. Tenant shall not commit waste and shall keep its premises reasonably neat and clean. All trash and debris must be placed in receptacles as provided therefor.

9. Tenant shall not make or permit any improper, objectionable or unpleasant noises or odors (other than in the ordinary course of its business operations) to emanate from the Premises or otherwise interfere in any way with other tenants or persons having business with them.

10. Tenant shall not solicit business or distribute, or cause to be distributed, in any portion of the Building any handbills, promotional materials or other advertising, and shall not conduct or permit any other activities in the Building that might constitute a nuisance. Tenant shall not do any cooking or operate a restaurant or food service business for retail sale from the Premises (other than a luncheon or cafeteria area for use by its employees which can include microwave ovens, beverage service or vending machine for snacks and other food products).

11. No flammable, explosive or dangerous fluid or substance shall be used or kept by Tenant in the Premises, other than the minimum amount of fluids or substances used in the connection of Tenant's business operations and which shall be handled and disposed of in accordance with applicable law and regulation.

12. Landlord will not be responsible for lost or stolen personal property, money or jewelry from the premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

13. Any coin, vending or dispensing machines of any kind may be maintained in the premises solely for use by its employees and invitees on a no-charge or nominal charge basis.

14. Neither Tenant nor any agent, contractor or employee of Tenant shall have any right of access to the roof of the Building and neither shall install, repair, place or replace any aerial, fan, air conditioner or other device on the roof of the Premises or the Building without the prior written consent of Landlord. Such consent may be expressly conditioned upon Landlord's supervision of access to the roof and upon such other reasonable restrictions as Landlord may advise Tenant. Any aerial, fan, air conditioner or device installed without such written consent shall be subject to removal, at Tenant's expense, without notice, at any time. Tenant shall be liable for all damages resulting from the installation or removal of any aerial, fan, air conditioner or other device.

15. Tenant will refer to Landlord for Landlord's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned, all contractors, contractor representatives, and installation technicians rendering any service to Tenant for the Premises before performance of any contractual service. This provision shall apply to all work performed in the Building, including, without limitation, the installation of telephones, computer wiring, cabling, electrical devices, attachments and installations of any nature. Tenant shall be solely responsible for

complying with all applicable laws, codes and ordinances pursuant to which such work shall be performed.

16. Landlord may from time to time (without any obligation to do so or liability for not doing so) adopt appropriate systems and procedures for the security or safety of the Property or Building, its occupants, entry and use, or its contents and Tenant, its employees, contractors, agents and invitees shall comply therewith.

17. Canvassing, soliciting, and peddling in or about the Property or Building is prohibited and Tenant shall cooperate and use reasonable efforts to prevent same.

18. At no time shall Tenant permit or shall Tenant's agents, employees, contractors, guests, or invitees smoke in any common area of the Building, unless such common area has been declared a designated smoking area by Tenant.

19. Tenant accepts any and all liability for damages and injuries to persons and property resulting from the serving and sales of alcoholic beverages from the Premises. Nothing contained herein shall be construed as the consent of Landlord to permit the serving or sale of alcoholic beverages on the Premises.

B. The Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of Landlord shall from time to time be needed for the safety, protection, care and cleanliness of the Property or the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made and notice thereof given to Tenant shall be binding upon him in like manner as if originally herein prescribed.

C. Landlord hereby agrees to commercially reasonable efforts to enforce these rules and regulations against all tenants, occupants or users of the parking areas and common areas of the Building in a non-discriminatory manner.

EXHIBIT "E"

TENANT WORK

1. Tenant's Work.

(a) Tenant's contractor shall construct Tenant Work in accordance with plans and specifications as designed by Tenant's architect or engineer and approved by Landlord, all at Tenant's expense.

2. Landlord shall cooperate with Within fifteen (15) business days following the submission by Tenant of all such plans and specifications, Landlord will notify Tenant of Landlord's approval or disapproval. The proposed construction drawings, upon Landlord and Tenant's approval, shall become and be known as the "Tenant's Plans." Tenant, through its contractor, shall build the Tenant Work substantially in accordance with the Approved Plans. Tenant shall be responsible for obtaining all necessary governmental permits and building permits for the construction of Tenant Work.

3. All Tenant Work shall be in accordance with applicable law and the rules and regulations of any governmental department or bureau having jurisdiction. No plans and/or specifications required to be filed by Tenant pursuant to any work contemplated to be performed by it within the Premises shall be filed or submitted to any governmental authority having jurisdiction thereover without first having obtained Landlord's approval to same.

4. In the event Tenant or Tenant's contractor shall enter upon the Premises or any other part of the Building, as may be permitted by Landlord, Tenant shall indemnify and save Landlord free and harmless from and against any and all claims arising from or out of any entry thereon or the performance of said work and from and against any and all claims arising from or claimed to arise from any act or neglect of Tenant or Tenant's Contractors, agents, or representatives or from any failure to act, or for any other reason whatsoever arising out of said entry or such work.

5. Notwithstanding anything else contained herewith to the contrary, any delay in completion of Tenant Work shall not alter, delay or modify the Lease Commencement Date as set forth in the Lease Agreement, subject to said Lease Commencement Date being extended do to any Force Majeure events.

6. In connection with the Tenant's approval from the Town of West Haven, Landlord at its cost and shall repaint the exterior of the Building as required by the Town and shall use color(s) as selected by the Landlord.

EXHIBIT "E-1"

PLANS AND SPECIFICATIONS

**[NOTE: NEED TO SEE THE SPECIFICATIONS WHICH GO ALONG WITH THIS
PLAN]**

EXHIBIT "F"

COMMENCEMENT DATE LETTER

This Exhibit is attached to and made a part of the Lease by and between TMC PROPERTIES, LLC ("*Landlord*") and ADVANCED GROW LABS, L.L.C. ("*Tenant*").

1. The Lease Term commenced on _____.
2. The Lease Term will expire on _____, unless renewed or extended.
3. Tenant acknowledges the delivery of the Premises by Landlord in "as is" "where is" condition, subject to the representations and warranties of the Landlord contained in Article 3.2 of the Lease.
4. Tenant, further, acknowledges that subject to the application of any remaining tenant improvement allowance owed to Tenant or to rent as provided in the Lease, all obligations of Landlord to Tenant in connection with the Work and all other conditions precedent to the commencement of the Lease Term have occurred and that the Lease is in full force and effect.
5. There are no existing defenses, offsets or counterclaims which, as of the date hereof, Tenant has against the Landlord.

EXECUTED on the ____ day of _____, 201_.

LANDLORD:

TMC PROPERTIES, LLC

By: _____

Name:

Its:

TENANT:

ADVANCED GROW LABS, L.L.C.

By:  _____

Name: DAVID LIPTON

Its: _____

EXHIBIT B-2

**ADVANCED GROW LABS, L.L.C.
ARTICLES OF ORGANIZATION**



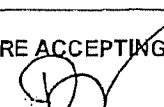
MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNEC:
 DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNEC:
 PHONE: 860-509-6003 WEBSITE: www.concord-so

FILING #0004695115 PG 01 OF 02 VOL B-01707
 FILED 07/31/2012 08:30 AM PAGE 01642
 SECRETARY OF THE STATE
 CONNECTICUT SECRETARY OF THE STATE

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY - DOMESTIC

C.G.S. §§34-120; 34-121

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

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: David Lipton ADDRESS: 61 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824		FILING FEE: \$120 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED: (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.) Advanced Grow Labs, L.L.C.		
2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED: ATTACH 8 1/2 X 11 SHEETS IF NECESSARY. To engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Company Act.		
3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED: (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: 61 Unquowa Rd. CITY: Fairfield STATE: CT ZIP: 06824		
4. MAILING ADDRESS, IF DIFFERENT THAN #3: PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: CITY: STATE: ZIP:		
5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED: (COMPLETE A OR B NOT BOTH) <input checked="" type="checkbox"/> A. IF AGENT IS AN INDIVIDUAL. PRINT OR TYPE FULL LEGAL NAME: David Lipton		
BUSINESS ADDRESS (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		CONNECTICUT RESIDENCE ADDRESS (P.O. BOX NOT ACCEPTABLE)
ADDRESS: 61 Unquowa Rd CITY: 61 Unquowa Rd STATE: CT ZIP: 06824		ADDRESS: 61 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824
SIGNATURE ACCEPTING APPOINTMENT: 		

B. IF AGENT IS A BUSINESS:

PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)

ADDRESS:

CITY:

STATE:

ZIP:

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

PRINT NAME & TITLE OF PERSON SIGNING:

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

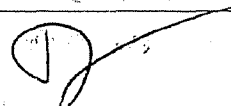
NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
David Lipton	Member	61 Unquowa Rd., Fairfield, CT 06824	61 Unquowa Rd., Fairfield, CT 06824

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

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

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

DATED THIS 24th DAY OF July, 2012

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
David Lipton	

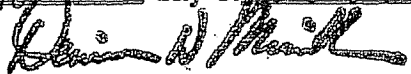
AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE EASILY FILED ONLINE @ www.concord-sots.ct.gov
CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.
TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5962 OR GO TO www.ct.gov/drs

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

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

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

this 16th day of October A.D. 2013



SECRETARY OF THE STATE



EXHIBIT B-2

**JULY 30, 2013 WEST HAVEN P&Z
CERTIFICATE OF DECISION**



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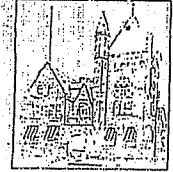
BK 1698 pg 184



CITY OF WEST HAVEN, CONNECTICUT

Planning and Zoning Commission

City Hall | 355 Main Street | Third Floor | West Haven, Connecticut 06516-0312
Phone 203-937-4202 Fax 203-937-3742
CITY HALL 1898-1967



CERTIFICATE OF DECISION

July 30, 2013

Anthony V. Giordano
315 Morgan Lane
West Haven, CT 06516

RE: 400 Frontage Rd - Application for a Site Plan Review to allow applicant to revise the site plan for a Medical Marijuana Manufacturing Business (Light Manufacturing) LM zone; Owner/Applicant TMC Eder LLC./ Advanced Grow Labs. File # SR 13-032

APPLICANT: Advanced Grow Labs
OWNERS: TMC EDER, LLC
DATE OF MEETING: July 23, 2013
FILE: SR 13-032
ACTION: Approved with Conditions
EFFECTIVE DATE: August 23, 2013

Conditions:

1. The building be painted and improved on the outside
2. Additional lighting be placed on the outside
3. That the applicant meet with the City Engineer regarding the recycling of the water and runoff
4. A minimum of two people present at all times for opening and closing,

The above referenced matter was approved on the date stated above and a Notice of Decision was published in the New Haven Register on August 2, 2013.

You must file this decision with the City clerk before the effective date listed above.

Sincerely,

Rob Librandi
Assistant City Planner

Received for Record at WEST HAVEN, CT
On 08/20/2013 At 12:04:53 pm

West Haven City and Town Clerk

EXHIBIT B-2

**EXPLANATION FROM
PULLMAN & COMLEY
REGARDING STATUS
OF APPROVALS**

Application of Advanced Grow Labs, LLC

400 Frontage Road, West Haven

B.2

Advanced Grow Labs, LLC (“Advanced” or the “applicant”) has obtained approval from the West Haven Planning & Zoning Commission to operate a grow facility at 400 Frontage Road. A copy of the notice of approval is included. Prior to obtaining that approval, the applicant participated in meetings with West Haven authorities, including the Building Department (Frank Gladwin), the Police Department (Chief Patrick Pickering) and the Bureau of Engineering (Gregory H. Pikluski). In response to questions from Mr. Gladwin, Advanced sent him a list of the products used in the cultivation of medical marijuana and MSDS sheets for all products.

The Advanced grow facility will be located in a large industrial building in an industrial zone, where the city has determined that it is a permitted use. The building will be modified to improve the entrance area, add landscaping and stripe parking spaces for better visibility. The interior of the building will be altered to provide for the cultivation of medical marijuana and to install security devices, as required by the regulations. Interior modifications are being designed by architect Kevin Davignon of EDA Architecture. Mr. Davignon will also prepare construction plans and will work with the City of West Haven to obtain all necessary building permits. Mr. Davignon will design the facility so it complies with all state and local building codes, fire codes and local ordinances. The facility will be inspected by the West Haven Fire Marshal prior to a certificate of occupancy being issued. Security measures, as designed and installed by Tyco Integrated Security Systems, will be inspected by the Fire Department, Police Department, and Building Department. The Health Department will control the preparation of baked goods at the facility.

EXHIBIT B-3

**JUNE 25, 2013 LETTER FROM
TMC PROPERTIES, LLC (LANDLORD)**

TMC PROPERTIES, LLC

450 7th Avenue - Suite 2500
New York, N.Y. 10123

Telephone (212) 643-5591

Telecopier (212) 695-6449

June 25th, 2013

Mr. Rob Librandi
Assistant City Planner
City Hall
355 Main Street
West Haven, CT. 06516-0526

Re: Site Plan Application, Advanced Grow Labs, 400 Frontage Road, West Haven

Dear Mr. Librandi and Commissioners:

We own the property located at 400 Frontage Road in West Haven and write in support of the site plan application submitted by Advanced Grow Labs for that property. Advanced Grow Labs is applying for a license to grow and distribute medical marijuana and would like to establish their grow facility at this property. We enthusiastically support the application and hope that you will approve it.

Medical Marijuana is a new business for Connecticut, just recently made possible by action by the Connecticut legislature. The Connecticut Department of Consumer Affairs has written extensive regulations covering grow facilities. Their goal is to be sure that grow facilities are secure, strictly monitored operations where there can be no diversion of the product and where production parameters are strictly controlled. We are convinced that the building at 400 Frontage Road will, with anticipated alterations, comply with all the regulations and is well suited, both as to location and configuration, to this new proposed operation. It will be compatible with other uses on the property and in the area and presents no noise, pollution, or traffic concerns. Note that permission is sought only for a grow facility; no product will be made available to the public at this location. Those seeking to obtain medical marijuana must obtain documentation from a physician that their health issues are appropriate for medical marijuana use and can only obtain the product from a licensed dispensary. There will be no dispensary at the Frontage Road property.

We believe that you will find that the 400 Frontage Road property satisfies all of West Haven's site plan requirements and requires no variances from those requirements.

In sum, we believe that the proposed use is appropriate for 400 Frontage Road and hope that you will approve the site plan application.

Yours truly,

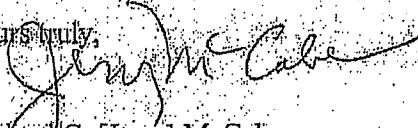

Michael G. [Jerry] McCabe
Executive Vice President

EXHIBIT B-4

SIGNAGE

EXTERIOR SIGNAGE

AGL, L.L.C.

EXTERIOR SIGNAGE

Video Surveillance & 24-Hour Alarm Monitoring

More than 30 Cameras are Monitoring this Facility Inside & Out

-

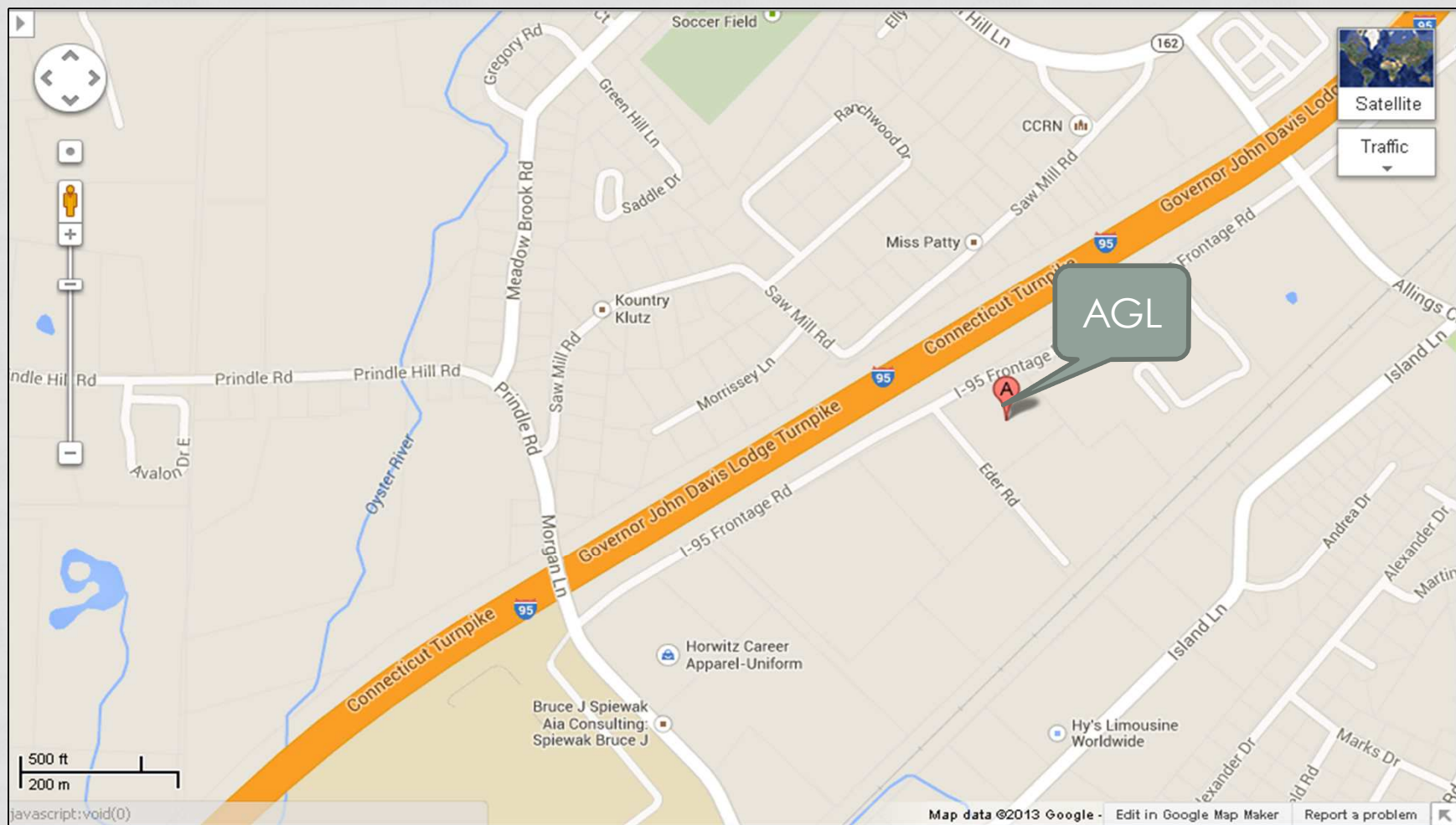
EXTERIOR SIGNAGE

**Do Not Enter
Limited Access Area
Access Limited to
Authorized Personnel
Only**

EXHIBIT B-5

**MAPS / PHOTOS REGARDING THE
SURROUNDING AREA
WITH
EXTERIOR VIEWS OF THE BUILDING**

LOCATION OF 400 FRONTAGE ROAD



AERIAL VIEW 400 FRONTAGE ROAD



SURROUNDING AREAS



EXTERIOR VIEWS



EXHIBIT B-6

**SITE PLAN
(FULL SIZE)**

EXHIBIT B-7

PROXIMITY MAPS REGARDING OTHER ESTABLISHMENTS / ORGANIZATIONS

LOCAL SCHOOLS

Get directions My places

Schools near 400 Frontage Rd, West Haven, CT 06516

- A** **Engineering - Science University Magnet School**
☆ 89 Bull Hill Ln, West Haven, CT 0.3 mi N
(203) 946-7405
"We could not be happier than with our choice to pull our son out of. ..." - greatschools.org
- B** **Tutor Time**
☆ 221 Bull Hill Ln, West Haven, CT
0.7 mi NW
(203) 937-7015 · tutortime.com
Category: School
4.9 ★★★★★ 8 reviews ·
"My child has been with Tutor Time in West Haven since she was 8 months ..." -
- C** **Stone Academy**
☆ 560 Saw Mill Rd, West Haven, CT 0.2 mi NE
(203) 288-7474 · stone.edu
Category: School
- D** **Anna V. Molloy School**
☆ 225 Meloy Rd, West Haven, CT 1.0 mi N
(203) 931-6830
1 review ·
"This is an extraordinary school, that without the amenities that other ..." - greatschools.org

AGL

Edit in Google Map Maker Report a problem

LOCAL PLAYGROUNDS

Get directions My places

Playgrounds near 400 Frontage Rd, West Haven, CT 06516

- A** [Washington Playgrounds](#) ▾
New Haven, CT 2.8 mi NE
★ 1 review
- B** [Timbertown Swingset Co](#) ▾
190 Boston Post Rd, Orange, CT 1.0 mi NW
(203) 799-3000
Category: Playground Equipment Supplier
- C** [Hallock Street Playground](#) ▾
New Haven, CT 3.2 mi NE
★
- D** [Anderson Avenue Playground](#) ▾
Milford, CT 2.2 mi SW
★
- E** [Ann Street Playground](#) ▾
New Haven, CT 3.2 mi NE
★
- F** [Wooster Memorial Playground](#) ▾
New Haven, CT 4.2 mi NE
★

AGL

1 km 1 mi

Edit in Google Map Maker Report a problem

LOCAL CHARITABLE INSTITUTIONS

Get directions My places

Charitable Institutions near 400 Frontage Rd, West Haven, CT 06516

- A** [Orange Health Department](#)
605 Orange Center Rd, Orange, CT 2.6 mi NW
(203) 891-4752 · [orange-ct.gov](#)
- B** [Community Action Agency of New Haven Inc](#)
781 Whalley Ave, New Haven, CT 4.4 mi N
(203) 387-7700 · [caanh.net](#)
- C** [Easter Seals Goodwill Industries](#)
95 Hamilton St, New Haven, CT 4.5 mi NE
(203) 772-6602 · [eastersealsgoodwill.org](#)
employment and training · people with disabilities · donation centers
- D** [Innovations For Poverty Action](#)
101 Whitney Ave, New Haven, CT 4.6 mi NE
(203) 909-6655 · [poverty-action.org](#)
1 review
research initiatives · project associate · country director · microfinance
- E** [Catholic Charities](#)
501 Lombard St, New Haven, CT 5.4 mi NE
(203) 787-2207 · [ccaoh.org](#)

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LOCAL PLACES OF WORSHIP

Get directions My places

Places of Worship near 400 Frontage Rd, West Haven, CT 06516

- A** **CCRN**
 260 Bull Hill Ln, West Haven, CT 0.3 mi N
 (203) 795-4083 · ccrnweb.org
 Category: Place of Worship
- B** **St Louis Church**
 89 Bull Hill Ln, West Haven, CT 0.3 mi N
 (203) 934-7803 · catholicweb.com
 Category: Place of Worship
- C** **St Louis Rectory**
 89 Bull Hill Ln, West Haven, CT 0.3 mi N
 (203) 934-5249
 Category: Place of Worship
- D** **Saint Louis Church**
 West Haven, CT 0.4 mi N
 catholicweb.com
 Category: Place of Worship

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Google Maps · ©2013 Google · Terms of Use · Privacy

AGL

500 ft
200 m

Edit in Google Map Maker Report a problem

LOCAL MILITARY LOCATIONS

Get directions My places

Military near 400 Frontage Rd, West Haven, CT 06516

- A** **Air National Guard** ▾
206 Boston Post Rd, Orange, CT 1.0 mi NW
(203) 795-2905 · 103aw.ang.af.mil
Category: **Military Base**
- B** **US Coast Guard Station: New Haven** ▾
120 Woodward Ave, New Haven, CT
4.0 mi E
(203) 468-4498 · cg-exchange.com
Category: **Military Base**
2 reviews ·
"Best Coast Guard site. Members always train hard. Always ready for ..." - insiderpages.com
- C** **US Marine Corps Reserve Center** ▾
30 Woodward Ave, New Haven, CT 4.1 mi E
(203) 467-5322 · goarmy.com
Category: **Military Recruiting Office**
- D** **The American Legion** ▾
337 Main St, West Haven, CT 1.7 mi E
(203) 933-7112 · legion.org
Category: **Veterans' & Military Organizations**
- E** **US Veterans Center** ▾
141 Captain Thomas Blvd, West Haven, CT 1.9 mi E
(203) 932-9899 · va.gov
Category: **Veterans' & Military Organizations**

AGL

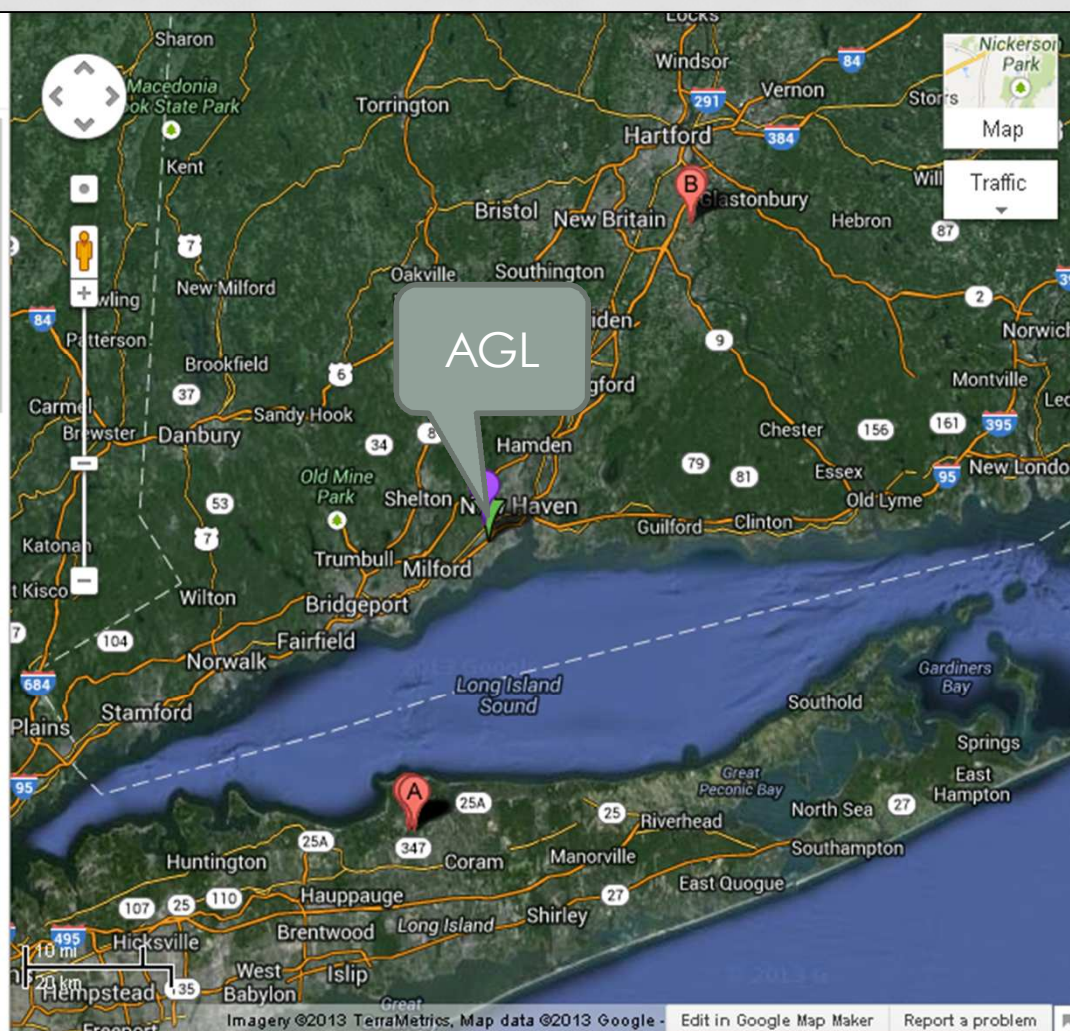
Imagery ©2013 TerraMetrics, Map data ©2013 Google - Edit in Google Map Maker Report a problem

LOCAL VETERANS HOMES

Get directions My places

Veterans Home near 400 Frontage Rd, West Haven, CT 06516

- A Long Island State Veterans**
100 Patriots Rd, 100 Patriots Rd, Stony Brook, NY
26 mi S
(631) 444-8387 · listateveteranshome.org
1 review
health care professionals · adult day health · skilled nursing facility · sciences center · registered nurses
- B Veterans Home & Hospital**
287 West St, Rocky Hill, CT 32 mi NE
(860) 529-2571 · ct.gov
- C L.I. Veterans Home**
Brookhaven, NY 26 mi S
(631) 444-8500 · listateveteranshome.org
- D Veterans Home and Hospital Heliport**
Rocky Hill, CT 32 mi NE
- E Long Island State Veterans: Dominger Karen DO**
100 Patriots Rd, Stony Brook, NY 26 mi S
(631) 444-8500 · listateveteranshome.org
"She was my mother's main health care provider at The Long Island State Veterans Home in Stony Brook for five years. I am writing this 16 months after



LOCAL HOSPITALS

Get directions My places

Hospital near 400 Frontage Rd, West Haven, CT 06516

- A Urgent Care Center**
109 Boston Post Rd, Orange, CT
1.1 mi NW
(203) 298-4599 · urgentcarect.com
Category: Hospitals
4.3 ★★★★★ 5 reviews
"Very Professional! I went to their new location in North Haven right ..."
- B VA Connecticut Healthcare System: West Haven Medical Center**
950 Campbell Ave, West Haven, CT 1.8 mi NE
(203) 932-5711 · connecticut.va.gov
Category: Veterans Hospital
1 review
- C Yale-New Haven Hospital Saint Raphael**
1450 Chapel St, New Haven, CT
3.7 mi NE
(203) 789-3000 · srhs.org
3.6 ★★★★★ 12 reviews
joint replacement · intensive care · care unit · orthopedics
"I love yale its the best school ever"
- D Medi-Weightloss Clinics**
109 Boston Post Rd, Orange, CT

The map shows a satellite view of the West Haven, CT area. Several locations are marked with red pins labeled A through F. A callout box labeled 'AGL' points to a location on the Connecticut Turnpike. The map includes major roads like the Derby Turnpike, Racebrook Rd, and the Connecticut Turnpike. Landmarks like Maltby Lake and Indian Lake are also visible.

Edit in Google Map Maker Report a problem

LOCAL POLICE

Get directions My places

Police near 400 Frontage Rd, West Haven, CT 06516

- A** **West Haven Police Department** ▾
200 Saw Mill Rd, West Haven, CT 1.1 mi NE
(203) 937-3900 · whpd.com
suspects · homicide · robbery · shooting
- B** **New Haven Police Department** ▾
1 Union Ave, New Haven, CT 3.8 mi NE
(203) 946-6316 · cityofnewhaven.com
2 reviews · "Great cops!"
- C** **New Haven Police Department** ▾
90 Hallock St, New Haven, CT 3.3 mi NE
(203) 946-6316 · cityofnewhaven.com
- D** **Orange Civil Preparedness Center** ▾
314 Lambert Rd, Orange, CT 1.4 mi W
(203) 891-2131
Category: Police Department
- E** **New Haven Police Department** ▾
410 Howard Ave, New Haven, CT 3.1 mi NE
(203) 946-7504 · cityofnewhaven.com
- F** **New Haven Police Department** ▾
130 Edgewood Ave, New Haven, CT 3.9 mi NE
(203) 946-7597 · cityofnewhaven.com

AGL

LOCAL FIRE DEPARTMENTS

Get directions My places

Fire Department near 400 Frontage Rd, West Haven, CT 06516

- A Orange Fire Marshal's Office** ▾
355 Boston Post Rd, Orange, CT 1.4 mi W
(203) 891-4700 · orangefiremarshal.com
- B West Haven Fire Department** ▾
366 Elm St, West Haven, CT 1.5 mi NE
(203) 937-3710 · cityofwesthaven.com
- C West Shore Fire Department** ▾
852 Ocean Ave, West Haven, CT 1.4 mi SE
(203) 933-8420
- D Benham Hill Fire Department** ▾
250 Benham Hill Rd, West Haven, CT 1.0 mi S
(203) 934-2330
- E Allingtown Fire District** ▾
20 Admiral St, West Haven, CT 2.5 mi NE
(203) 933-2541 · allingtownfiredept.org
- F New Haven Fire Department** ▾
230 Ella T Grasso Blvd, New Haven, CT 2.7 mi NE
(203) 946-6243

AGL

Imagery ©2013 TerraMetrics, Map data ©2013 Google - Edit in Google Map Maker Report a problem

EXHIBIT B-8

INTERIOR PHOTOS AND FLOOR PLANS

INTERIOR VIEWS

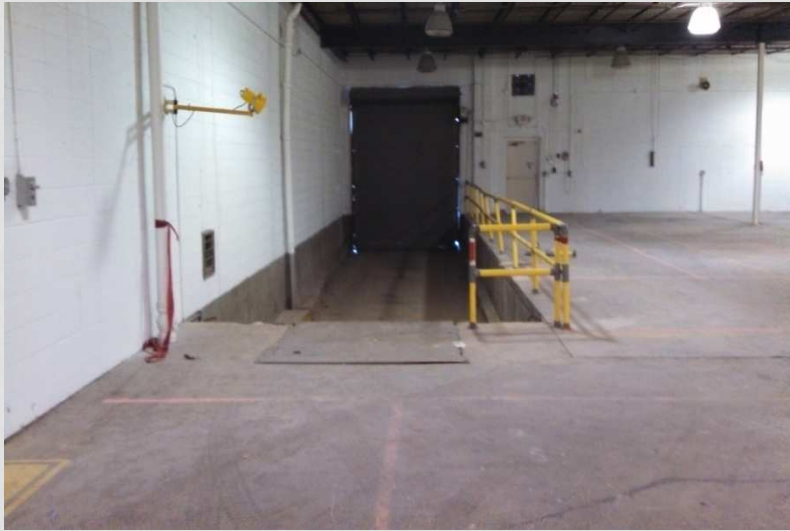


EXHIBIT C-1

BUSINESS PLAN



**ADVANCED
GROW LABS**



BUSINESS PLAN

**ADVANCED GROW LABS LLC
400 Frontage Road
West Haven, Connecticut 06516
Phone:
Fax:
Toll Free:
www.advancedgrowlabs.com**

EXECUTIVE SUMMARY

MISSION

Advanced Grow Labs LLC, was established by a group of Connecticut business professionals to respond to and participate in the medical marijuana production industry in the State of Connecticut. Its goal is to create a cultivation and production facility for medical marijuana that uses state of the art processes to efficiently, safely, and securely produce the highest quality medical marijuana in the State of Connecticut and supply this medicine to licensed dispensaries in the State of Connecticut. This executive summary will demonstrate how Advanced Grow Labs, LLC, will accomplish this objective with the most qualified local team to achieve this goal.

LEGAL ENTITY

Advanced Grow Labs LLC, is a Connecticut limited liability company founded in 2012. It is governed by a six-member board of directors.

PLACE OF BUSINESS

Advanced Grow Labs, LLC
400 Frontage Road
West Haven, CT 06516

WHAT WE WILL BE DOING

- Advanced Grow Labs LLC, hereafter (AGL), has entered into a lease for 26,000 square feet at 400 Frontage Road in West Haven in a light manufacturing and warehouse district. Architects are currently working on final plans and we plan to apply for a building permit before Dec 15st, 2013.
- Upon receipt of our License, AGL will begin an aggressive 8 -12 week build out of Phase 1 of our construction plan. Phase 1 will retrofit the entire 26,000 square feet to current code for all mechanical, electrical and plumbing. Additionally, we will construct:

- 1.
- 2.

3.

4.

- Upon completion of Phase 1 of construction we will have a monthly capacity of up to
- Using sales forecasts from the dispensaries, along with DCP patient enrollment trends, AGL has the room in its current leased facility to increase production capacity to satisfy future demands
- Future capacity growth options
-

WHO WE ARE

“Innovation happens most often when you intentionally bring diverse elements together,” Dr. Ronald Copeland.

Product Team – Production, Manufacturing

This team will be coordinating the facility design and cultivation and production oversight, all cultivation, grow production, research and development, and new product development initiatives.

Dr. Richard Kiyomoto, PhD Plant Pathology, BA/MA Biology Cromwell, Connecticut

With over 10 years’ working in plant propagation, Dr. Kiyomoto has extensive experience in plant biochemistry, disease resistance, pest diagnostics, and plant tissue culture. From developing a tomato breeding program for chemical

constituents of tomatoes for Del Monte Corporation to breeding wheat for photosynthetic efficiency for the Connecticut Agricultural Experiment Station, Dr. Kiyomoto is well versed in the following techniques: gas chromatography, thin layer chromatography, sterile culture techniques for isolating pathogens and plant micropropagation. He is also experienced in all levels of growing plants from seed to maturity, including genetic crosses, clonal maintenance, and multiplication of crops. He has developed a strict line of protocols for maintaining plant health through arthropod excluding screening, sanitation, and organic pest controls.

Dr. Kiyomoto received his PhD in Plant Pathology from Washington State University (Pullman, Washington) and his BA and MA in Biology from San Francisco State University. He has published scientific and non-scientific articles and has been an adjunct Professor of Biology and Microbiology at Gateway Community College (New Haven, Connecticut), Quinnipiac College (Hamden, Connecticut), and at University of Connecticut (Storrs, Connecticut).

**Jay Czarkowski, Systems Engineer
Boulder, Colorado**

A Connecticut native with a BS in Electrical Engineering from Norwich University, Jay has over 4 years of experience designing, developing, and overseeing medical marijuana production facilities. In 2009 he and his wife, Diane Czarkowski, founded Boulder Kind Care. They began with a single dispensary, and due to changing regulations were eventually required to also become growers. They first acquired a 10,000 square foot facility and retrofitted it for use. Eventually they were able to design and build an additional 12,000 square foot state of the art production facility. During this time the focus was always on producing consistent, high quality, pharmaceutical-grade cannabis, which was sold through their award winning dispensary. What made BKC so successful in the grow operations, improving yields of plant production, was through significant adaptations in the lighting systems and placement. Investors received steady and consistent profit distributions in the second year of business. Jay was also an industry leader in bringing automation to cannabis growing. Jay is a founding member of the National Cannabis Industry Association and a sustaining member of Americans for Safe Access (ASA).

**Geoff Rice- Indoor Production
Westport, Connecticut**

Geoff spent 6 years in the Montana Medical Marijuana industry as a founding member of The Proper Sativa Collective, an indoor Medical Cannabis growing facility, before returning to Connecticut, his home state, in 2013. As a Montana caregiver his experience covers all aspects of cannabis production. He brings broad and invaluable experience from breeding to harvest which includes working aerated fungal teas sans nutrients (which eventually led to building a fungal tea for use as a phosphorous/potassium boost), hydroponics using both synthetic and organic nutrients in a solid substrate indoor facility, and indoor aeroponics using synthetic nutrients. His experience is propagation and breeding of both landrace seed-stock and modern hybridized medical cannabis. His experience extends through post-harvest extraction and the manufacturing of oil cartridges, tinctures, capsules, infused products and edibles.

**Klaus Poltilla – Indoor Production
Willington, Connecticut**

Klaus served as co-chair of the hazard/safety committee at Pride's Corner Farm, a 500-employee nursery located in Lebanon, Connecticut. His strict attention to policy and procedures has been the key to consistent, high quality production in growing Rhododendron, Kalmia, Buxus, Hydrangea, and Euonymus. His responsibilities at Pride's Corner include coordinating plant health sustenance (nutrients, irrigation, pesticides, herbicides, soil mixes, etc.), training new employees in the care and identification of different crops and pruning techniques, plant maintenance, and hazard inspection. A Connecticut native, he has lived in the state his entire life and is currently raising his family here. Klaus is a 2010 graduate of the University of Connecticut Master Gardener program and in 2012 completed the CNLA/CANP course, and is currently in the process of renewing his accreditation for the current year.

**Chris Mayle - Partner
Fairfield, Connecticut**

Chris launched his professional career in sales in what was the new wireless telecommunications industry with a company that would grow to become Verizon Wireless. Chris joined Nokia in 1992 as a District Manager. Through his 15 year career with Nokia he earned the title of National Director of Sales, and eventually became National Director of Operations and Logistics. In this position he was responsible for all facets of the product cycle, from initial development through production, packaging, and delivery. He oversaw delivery of more than 1 million phones annually to the exacting specifications of Verizon Wireless, whose compliance manual was over 100 pages of constantly changing specifications. Chris is currently a principal and Vice President of Operations with Perry Pools and Spas. Chris is a BA graduate from the University of Vermont.

Business Development Team

This group will focus on the business analytics, forecasting, cash flow, business development, long and short term planning.

**David Lipton - Founder and Managing Partner
Westport, Connecticut**

David is the owner and CEO of Aztec Management, an out-patient/surgical and healthcare management company in Fairfield, Connecticut. He is currently an owner and partner in 6 healthcare companies (as well as management, leasing, and real estate companies). David began his work in this field in 1994 and is bringing this experience, particularly in the healthcare industry, to establishing and developing AGL and Connecticut Wellness Centers. David is a BA graduate of the University of Massachusetts.

**Diane Czarkowski – Partner – New Product Development
Boulder, Colorado**

In 2009 Diane and Jay Czarkowski founded Boulder Kind Care (BKC) with her responsibilities focusing on product ideas, business operations, and patient-related operations. Diane managed patient-relations at Boulder Kind Care (BKC) a dispensary in Boulder, Colorado. BKC was one of the most reputable providers in

the state, earning one of the first state and local licenses. Diane is a founding member of the National Cannabis Industry Association, a Board Member of the Women’s CannaBusiness Network and serves as the Colorado Chapter President. She is also a sustaining member of Americans for Safe Access (ASA), and on the steering committee of the Colorado Chapter of ASA.

**Seth Sholes - Partner
Westport, Connecticut**

Seth worked in the securities business for 27 years in New York City at institutions including Gruss and Company, a risk arbitrage firm, Swid Partners, a hedge fund, and for 12 years at First New York Securities as a partner. Seth was a Partner at First New York Securities during which he traded the firms’ capital in domestic equities, international equities, options, financial futures, gold, oil, and foreign currencies. One year ago Seth became co-owner in a family owned wine and liquor retail business based in Westport, Connecticut. Seth is a graduate of Wesleyan University with a BA in International Politics.

**Marc Gare - Partner
Weston, Connecticut**

An entrepreneur by nature, Marc started his first business at 17 years of age. Marc is currently the owner and managing director of Perry Pools and Spas, a Norwalk, Connecticut based company founded in 1969. Perry Pools and Spas is one of the premier pool construction and service companies in Fairfield County, Connecticut which holds three DCP licenses. Marc purchased the company in 1994 and doubled revenues in the first 5 years of ownership. Marc received his BA from Ithaca College. Marc lives in Weston, Connecticut.

Security & Compliance

This group will oversee compliance and the security of our facility and employees.

**Jay Skowronek – Security Specialist
North Branford, Connecticut**

With a Military background and over 30 years of security experience (ADT, Stanley Convergent Security, TYCO), Jay brings to the team a proven track record of exceptional experience in high level security implementation. He will design and oversee all levels of security at the production facility. He will be responsible for programs to deter theft and diversion as well as employee safety. Jay will conduct all scheduled and unscheduled Emergency situation drills and reviews for the ongoing security of AGL. Jay will also review all new technology and protocols for safety, and deliver recommendations to the AGL Board of Directors. Jay has developed protocols for secure product delivery to the dispensaries of Connecticut.

**Elaine Lonergan – Compliance Officer
Westport, Connecticut**

Elaine is a technical writer, creative writer, organizational specialist, and has worked much of her career in the publishing industry. Elaine is adept at detailed oversight, including compliance to all Connecticut State regulations and for writing all AGL designated policies and procedures, based on the Connecticut regulations. Elaine received her BA with honors from Sarah Lawrence College and did graduate work in the Ph.D. English Department at Duke University.

ADVISORY

**Joseph Cohen, MD, OBGYN – Medical Advisor
Boulder, Colorado**

Dr. Cohen is a Connecticut native who completed his residency in Obstetrics and Gynecology in 1983 at Bridgeport Hospital in affiliation with Yale University School of Medicine. Dr. Cohen has had extensive experience in both the evaluation and treatment of patients using medical cannabis for conditions that are now approved by the State of Connecticut. More than three years ago at his Boulder medical practice, Dr. Cohen began incorporating cannabis into treatment protocols, where appropriate, and has since developed protocols for strains and their use with a particular emphasis on strains with elevated cannabidiol (CBD) levels because of their adaptogenic and homeostatic agents.

EXHIBIT C-2-a

LABELING SOFTWARE

EXHIBIT C-2-b

**OPERATIONS & COMPLIANCE POLICY AND
PROCEDURE MANUAL**



ADVANCED
GROW LABS

Operations & Compliance
Policy and Procedure Manual

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INTRODUCTION

Purpose of Advanced Grow Labs Operations & Compliance Policy and Procedure Manual:

This policy and procedure manual is essential to the efficient operation of Advanced Grow Labs, L.L.C. Production Facility. Its purpose is multifold: to serve as a training and orientation guide for new employees, to serve as an ongoing reference for staff, to serve as the most important foundation in preventing theft, diversion, and loss, and to promote excellence in practice by its continued use, updates, and revisions.

For the manual to be effective, it must be kept current with updates shared by all staff members. Above all, policies and procedures must be and will be implemented and rigorously enforced. These written policies and procedures increase and augment the understanding of Connecticut's regulations, business operations, and insure uniformity of both operating procedures and management practices throughout the organization.

Proprietary Use:

The contents of Advanced Grow Labs, L.L.C. Operations & Compliance Policy and Procedure Manual ("Manual") are confidential and proprietary to Advanced Grow Labs, L.L.C. and may not be reproduced, transmitted, published, or disclosed to others without Advanced Grow Lab's, L.L.C. prior written authorization.

EXHIBIT C-2-b

SECURITY POLICY AND PROCEDURE MANUAL



**ADVANCED
GROW LABS**

**Security
Policy and Procedure Manual**

EXHIBIT C-2-d

**ADMINISTRATION AND EMPLOYEE
POLICY AND PROCEDURE MANUAL**



**ADVANCED
GROW LABS**

**Administration and Employee
Policy and Procedure Manual**

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EXHIBIT C-2-e

INVENTORY ACCOUNTING

EXHIBIT E-1

ARTICLES OF ORGANIZATION



MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNCT
 DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNEC
 PHDNE: 860-509-6003 WEBSITE: www.concord-ss

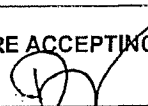
FILING #0004695115 PG 01 OF 02 VOL B-01707
 FILED 07/31/2012 08:30 AM PAGE 01642
 SECRETARY OF THE STATE
 CONNECTICUT SECRETARY OF THE STATE

ARTICLES OF ORGANIZATION

LIMITED LIABILITY COMPANY - DOMESTIC

C.G.S. §§34-120; 34-121

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

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: David Lipton ADDRESS: 61 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824		FILING FEE: \$120 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED: (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.) Advanced Grow Labs, L.L.C.		
2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED: ATTACH 8 1/2 X 11 SHEETS IF NECESSARY. To engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Company Act.		
3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED: (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: 61 Unquowa Rd. CITY: Fairfield STATE: CT ZIP: 06824		
4. MAILING ADDRESS, IF DIFFERENT THAN #3: PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: CITY: STATE: ZIP:		
5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED: (COMPLETE A OR B NOT BOTH) <input checked="" type="checkbox"/> A. IF AGENT IS AN INDIVIDUAL. PRINT OR TYPE FULL LEGAL NAME: David Lipton		
BUSINESS ADDRESS (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		CONNECTICUT RESIDENCE ADDRESS (P.O. BOX NOT ACCEPTABLE)
ADDRESS: 61 Unquowa Rd CITY: 61 Unquowa Rd STATE: CT ZIP: 06824		ADDRESS: 61 Unquowa Rd CITY: Fairfield STATE: CT ZIP: 06824
SIGNATURE ACCEPTING APPOINTMENT: 		

B. IF AGENT IS A BUSINESS:

PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)

FILING #0004695115 PG 02 OF 02 VOL B-01707

FILED 07/31/2012 08:30 AM PAGE 01643

SECRETARY OF THE STATE

CONNECTICUT SECRETARY OF THE STATE

ADDRESS:

CITY:

STATE:

ZIP:

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

PRINT NAME & TITLE OF PERSON SIGNING:

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

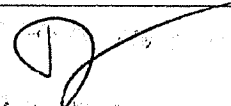
NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
David Lipton	Member	61 Unquowa Rd., Fairfield, CT 06824	61 Unquowa Rd., Fairfield, CT 06824

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

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

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

DATED THIS 24th DAY OF July, 2012

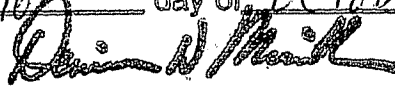
NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
David Lipton	

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE
EASILY FILED ONLINE @ www.concord-sots.ct.gov
CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY
POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.
TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5962 OR GO TO www.ct.gov/drs

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

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

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,
this 16th day of October A.D. 2013




SECRETARY OF THE STATE 

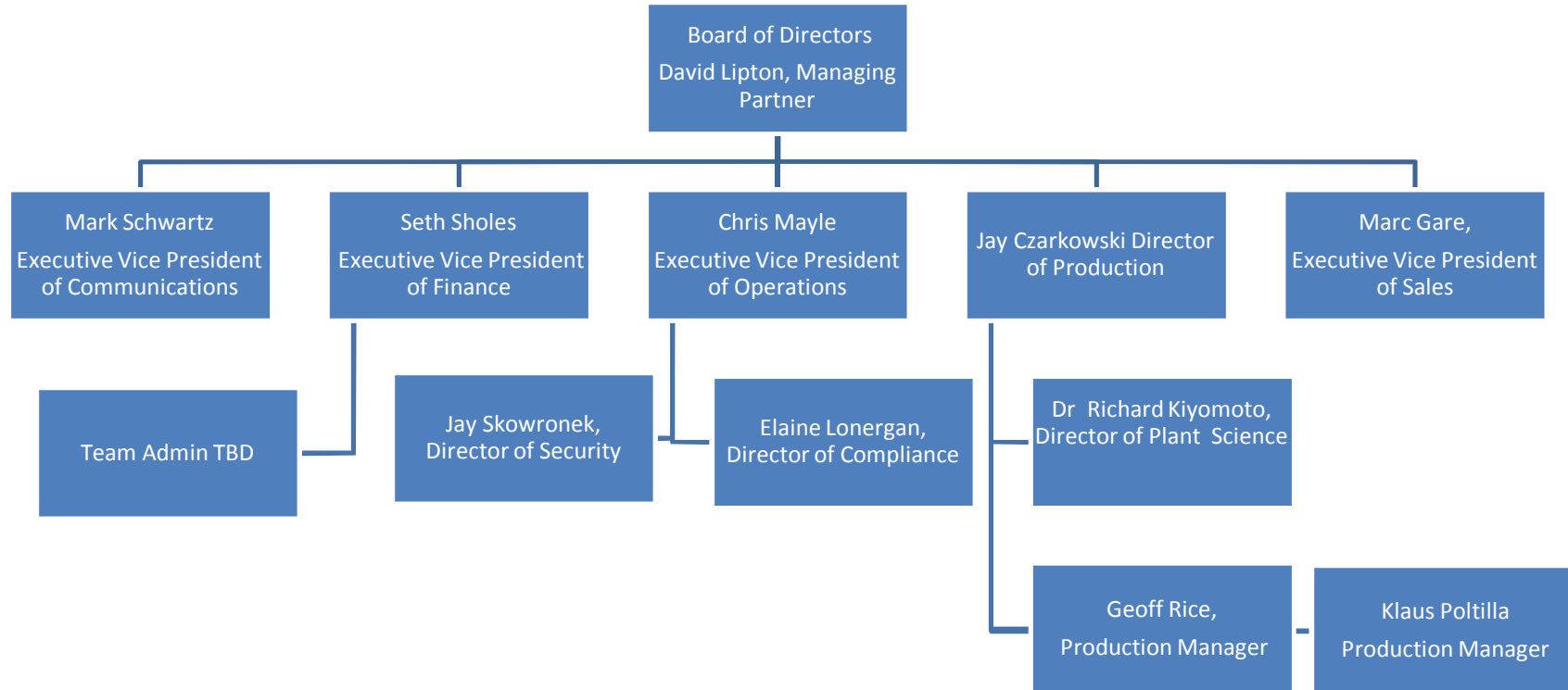
EXHIBIT E-1

OPERATING AGREEMENT

EXHIBIT E-2

**RESUMES, LETTERS OF RECOMMENDATION
ORGANIZATIONAL CHART**

Advanced Grow Labs Organization Chart



David Lipton
dlipton@summitcenters.com

I became an entrepreneur soon after finishing college as my preference, history, and talent lies in growing businesses. It has always been my experience. My father, my grandfather, and my mother opened the first abortion clinic in the United States in New York City in 1970 on 73rd and Lexington. My father also opened the first acupuncture business in Washington, DC in 1975. There is something essential to owning, operating, and growing businesses. My abilities lie in managing every aspect of business development from seeing a market potential, understanding marketing analysis, establishing a legal entity, compliance, regulatory practices, branding and positioning, marketing, financial management ... in essence, how to get a business from an idea to winning execution.

Here is an overview:

1994:

- Owner and manager of:
 - Two women's healthcare clinics located in Connecticut, *Summit Women's Center* and *Summit Medical Center*;
 - One clinic in Alabama, *Beacon Women's Center*;
 - One clinic in Georgia, *Summit Medical Associates*; and,
 - One clinic in Michigan, *Summit Women's Center of Detroit*.

1999:

- Successfully initiated a start up in the Lasik eye correction market going against large competitors (Lasik Plus, TLC Laser Vision, and Emory Vision). *Eyesight Laser Vision Centers, LLC*, had annual sales of 2.5 million until 2008 when, due to the crash, elective surgeries had a steep decline. I then merged this operation with a full scale ophthalmology group in 2009, *Eye First Vision & Laser*. This move kept this operation successful particularly as a result of a national advertising campaign of Lasik for \$499 per eye surgery.

2004:

- Following two years of aggressive pursuit to purchase *Birth Control Care Center* in Las Vegas with an unyielding seller, I decided to open up a new facility to compete with the two existing large facilities, *Birth Control Care Center* which had a revenue annually of approximately 2.5 million and *A-Z Women's Center*, which had an estimated annual revenue of 1.5 million. I opened *Summit Family Planning* in April 2004 and was showing

a profit within 6 months. At end of year one, revenues exceeded 1 million annually and two years later I eventually purchased *Birth Control Care Center*. Combined, the two clinics had annual revenue of 3.5 million. Eventually, in 2009, as the economic realities of a down market, I consolidated my Las Vegas clinics into one location.

2005:

- Purchased Las Vegas, Nevada competitor, *Family Planning Associates*.

2007:

- I bought out another competitor in Nevada, *Birth Control Care Center*.

2008:

- I purchased a clinic in Greensboro, North Carolina, *Piedmont Carolina Medical Clinic*.

2010:

- I purchased a clinic in Danbury, Connecticut, *Medical Options*, and merged it into my other 2 Connecticut clinics.

Summation:

I understand what it means to establish and make successful a business that has regulatory, political, and societal challenges. With my 19 years of owning and managing abortion clinics, I have faced a great deal of adverse political and social efforts and have continued to keep my businesses running successfully, whether through mergers or consolidations, even in the face of a declining market and heightened anti abortion regulations.

Medical Cannabis Industry – 2012 Connecticut

All of my entrepreneurial and management history overseeing the business entities detailed above has created a solid foundation to initiate a strong position for two businesses in the medical cannabis industry, *Connecticut Wellness Centers* and *Advanced Grow Labs*. My experience has taken our concept, in one year's time; from a group who knew nothing about medical cannabis to being considered an industry leader.

Mark N. Schwartz

SUMMARY OF QUALIFICATIONS:

Twenty years of sales, marketing, and general management experience in the healthcare, apparel, and investment industry. Had successes in finding and cultivating new strategic partnerships throughout India and Europe. Excelled in entrepreneurial, team-oriented, and strategic positions.

EXPERIENCE:

Schwa Investment Group

Real Estate Management

Norwalk, CT

Nov. 2007-present

- Oversea management of residential properties in CT & MA
- Purchase and renovate apartments and homes in the CT & MA

Mediexpress, Inc.

V.P. of Sales and Marketing

Plainsboro, NJ

Feb. 2002-July 2007

- Developed and executed a new business model by aggressively going after customers via new pricing plans. This increased customer service response times and reduced company's transcription error rate to an industry leading 98% accuracy rate.
- Initiated the company's expansion program by broadening our healthcare services portfolio to include document management, billing and EMR (Electronic Medical Records).
- Expanded transcription customer base by over 38% within 3 years.

Alvarez & Marsal

Director of E-Commerce for Cluett American Group Division

New York, NY

July 1998-Dec. 2001

- Responsible for driving Cluett, Peabody & Co. and Great American Knitting Mill's Internet strategy for direct to consumer e-business.
- Consistently exceeded sales quota. Procuring \$825,000 of new direct revenue within the first 10 months.
- Worked with company's executives to design, implement and manage company's Internet strategy for arrowshirt.com, goldtoe.com & nysockexchange.com.
- Developed and executed Cluett International's Extranet for our overseas licensing partners.

New England Auto Brokers, Inc.

President and Co-founder

Norwalk, CT

March 1997-July 1998

- Owned and operated an auto consulting and group purchasing business; utilized by corporations, credit unions, municipalities, retail customers and Internet users.
- Responsible for developing neautobrokers.com for sales leads, as well as handling NEAB's strategic marketing/advertising and new business development.
- Company was profitable by fourth month; receiving 30% of its business via the world wide web.
- NEAB was sold to a private investor group in the Northeast.

The Norwalk Medical Group, P.C.

Assistant Business Office Manager

Norwalk, CT

Nov.1995-June 1996

- Assisted in preparation, administration, and correction of patient billing accounts and posting of daily receipts using IDX Group Practice Management System.
- Served as liaison with pharmaceutical and insurance companies, as well as third-party payers regarding claims reimbursement. Actively involved with patient communication follow-up to trouble shoot and resolve outstanding issues.

Clarion Marketing and Communication

Assistant Account Executive

Greenwich, CT

May 1995-Nov.1995

- Worked as part of a five member team, to coordinate sponsorship maximization programs at 1994 World Cup venues on the East and West Coast. Responsibilities included implementation of customer questionnaires, response incentives and promotional give-aways for Gillette International and Sprint Inc.
- Single point of contact for on-line inquires from regional Blockbuster Entertainment managers participating in the ADI Championships to promote Sega and Nintendo video games.

EDUCATION: Tel-Aviv University, International School of Business

Graduate work with focus on strategic marketing, 1996-1997

Tel-Aviv, Israel

Boston University, College of Communication

Bachelor of Science in Mass Communication, May 1995

Boston, MA.

Proctor Academy, 1988-1991

Andover, NH

ACTIVITIES: Boston University AdLab

Account Supervisor

Boston, MA

Sept. 1994-May 1995

- AdLab is a full service-advertising agency at Boston University, which serves non-profit organizations in New England. Based on prior performance and experience was appointed Account Supervisor by AdLab's faculty advisors.
- Responsible for interacting with clients and Account Executives on advertising strategy, budget and production. Gave final approval at every stage of development for all advertising campaigns under my supervision.

Boston University Annual Giving

Senior Challenge Committee member, in charge of advertising and marketing.

Fall 1993-Spring 1995

Boston University Ski Team

Extensive travel throughout Scandinavia, Europe, Africa, Middle East, Asia, Caribbean, Central America and North America.

1991-1994

LANGUAGES:

Working knowledge in Swedish.

SETH SHOLES

I grew up in Westport, Connecticut, graduating from Staples High School in 1978 and then Wesleyan University in 1982 with a B.A. in Government (International Politics).

At Wesleyan I captained the soccer team my senior year while also earning All-American Honors from the National Soccer Coaches Association of America. I mention this accomplishment 30 year later only because I have never lost my desire to compete, to be challenged, to lead, and to reach for excellence.

2011 - 2013:

Liquor Locker, Westport, Connecticut
Co-Owner

Twenty-seven year Wall Street career:

1996 - 2004 and 2007-2011: First New York Securities

Partner. Traded firm's capital. Domestic equities. International equities. Options. Financial futures. Gold, Oil, foreign currencies.

2005-2006: Royal Bank of Canada

Proprietary trader.

1996 - 2000: Swid Partners

Consulted and helped to start Hedge Fund with founder Stephen Swid. Long Short investing strategy.

1990 - 1995: Gruntal & Co.

Proprietary Trader. Traded and invested the firm's capital.

1986 - 1990: Gruss & Co.

Family owned Risk Arbitrage firm. Was responsible for trading complex strategies in merger arbitrage.

1983 - 1986: Walsh Greenwood & Co.

Traded sophisticated option products. Creating synthetic calls and puts. Reversal and conversion positions.

Summation

If Wall Street gave me the financial tools to navigate in a stressful business environment then moving a Liquor store for my uncle after 44 years in one location and becoming his partner has given me valuable experience in working with The State Of Connecticut Department Of Consumer Protection Liquor Control Division. Through the process I successfully completed a Removal Application with placard and newspaper announcements. I dealt with Planning and Zoning the Building Department and again with Liquor Control to complete the Transfer of Interest Application. All were done successfully.

Finally this is my third year coaching High School J.V. Soccer. There is really nothing I love more than coaching for these 2 months every year. I have thought that the stigma of the Marijuana business might not be looked on favorably for a coach. However, the more I see the way the commission is handling the process the more comfortable I am with what we are trying to accomplish.

CHRIS MAYLE

1

Overview:

Born and educated in London, England until the 6th grade, my family moved to Westport, Connecticut where I attended Greens Farms Academy. Upon graduation I attended the University of Vermont, gaining my BA in 1989. I was naturalized in 2007. I am currently a resident of Fairfield, Connecticut, where I live with my wife and 3 children.

Work History:

April 2007 to Present - Perry Pools and Spas

Vice-President of Operations and Partner

Oversee all aspects of service, construction, and sales for the company.

CT DCP License # PLM.0285767-SP1

CT DCP License # SPB.0000037

Nokia: March 1995 to April 2007

During this period of time I held a number of roles within the company which include, chronologically:

Sales Representative:

Manage direct carrier sales in New York metropolitan region for Nokia/Verizon.

District Manager:

Manage Sales Representatives across the Northeast region, Maine to Washington DC. Forecast demand for our products, create sell through programs tailored to specific markets.

Regional Manager:

Manage District Managers and sales, marketing and forecasting activity for the Eastern USA.

National Sales Director:

Manage all sales, forecasting, National/Regional marketing programs, road mapping of new products from conception through sales, and contract negotiations with Verizon Wireless. Annual sales in excess of \$250 million.

National Accessory Sales Director:

Manage all sales, marketing, Road-mapping of new accessory products, and contract negotiations with Verizon Wireless for Nokia branded Accessories.

National Director of Logistics for Verizon Wireless:

Manage all phases of product creation to mirror forecasted sales demand across multiple time zones to exceed customer expectations. Ensure the correct hardware, was loaded with the correct software, and packaged and labeled according to very specific guidelines. Ensure finished product is shipped on time according to contract guidelines. Worked on a cross functional team including: SW Engineers from San Diego, packaging specialists in Dallas, Texas, manufacturing representatives in Ft Worth, TX, Seoul, Korea, and Reynosa, Mexico. Packaged and shipped over one million handsets annually.

National Director of Reverse Logistics for Verizon Wireless:

Manage the repairs of all Nokia branded phones for Verizon wireless. Created and managed a centralized returns system to bring defective units back to Nokia for testing, repair or refurbishment. Return quality tested units to Verizon for future use in the program.

June 1991- April 1995

Metro Mobile/Bell Atlantic Mobile

Direct consumer Sales representative of Cellular phones and service

February 1990-June 1991

Carol Wright Sales

Product planner for mail order catalog business

OVERVIEW

Jay is a licensed general contractor with previous experience in real estate development and investing. He is Managing Partner of Canna Advisors, a national cannabis industry consulting firm focusing on the design, build, and start-up operations of medical cannabis facilities.

Areas of expertise include:

Legal and regulatory compliance
Design and build-out of facilities
Complex environmental controls
Local municipality approval
Financial stability assessment

Commercial cultivation
Human capital management
Business development
Best of breed business solutions
National industry networking

EXPERIENCE

2012- Present

Founder/Partner

Canna, LLC. dba Canna Advisors

Established Canna as a way to share industry knowledge and bring about best practices on a national level. Canna Advisors assists businesses in emergent, regulated medical marijuana states and countries from pre-license business development through to established operations by using best practices in commercial cultivation and dispensary operations.

Key Achievements

- An industry expert in designing and building commercial-scale cultivation facilities
- Achieved local municipal approvals by representing clients who are responsible business owners and educating regulators about the industry
- Helped clients achieve strong business profile by identifying weak areas and using industry resources to resolve them
- Completed ground-breaking research in LED lighting specific to cannabis cultivation
- Frequent national speaker at cannabis industry events sponsored by national firms such as the National Cannabis Industry Association and MMJ Business Daily

2009 – 2012

Founder/Owner

Boulder Kind Care, LLC.

Built one of the most successful medical marijuana businesses in Colorado. The business included a store front and 22,000 square foot grow operation. The company grew to \$2.4M in sales and 20 employees.

Pioneered many facets of the business including: patient acquisition and retention; product development; human resources; technology; marketing/branding; financials; vendor management; and, state/local compliance. Was and continues to be heavily involved in the local business and residential communities, participating actively in local events and outreach.

Key Achievements

- Consistently produced pharmaceutical grade cannabis to supply Boulder Kind Care with 100% of its own product while also producing enough to wholesale to other dispensaries in accordance with state and local regulations
- Provided investors with steady profit distributions beginning in the 2nd year of business
- One of the first businesses in the state of Colorado and the city of Boulder to receive MMC and OPC licenses respectively
- Business consistently recognized as a leader in Colorado, winning several awards such as: *Best of Boulder* 2010-2012 and *BoCo Gold Award* 2011
- Earned respect of the state regulatory agency and local municipalities as a legitimate business
- Embraced by the medical and law enforcement community as an honest and reliable resource

2001 – 2009

Founder/Owner

Construction Design Group, LLC.

A dynamic real estate development firm that designed and built affordable, multi-family homes, luxury mountain properties, and commercial/recreational facilities in Colorado.

Key Achievements

- Grew sales from \$300,000 to \$5 Million annually
- Guided company in new directions based on marketability of projects
- Expanded business from the Greater Denver area to Steamboat Springs, Colorado
- Successfully licensed business in a heavily regimented award program run by the city of Denver

1991 – 2001

Sales Executive

Various Top-Rated Software Companies

Successful software sales career in business-critical application sales involving executive-level engagement, presentation, commitment and implementation.

Formal Education:

1997 Bachelors of Science degree in Electrical Engineering from Norwich University, Northfield, Vermont

Affiliations

- Founding Member, Sustaining Member of National Cannabis Industry Association
- Life-time Member of the ArcView Investor Group
- Member of Americans For Safe Access
- Licensed by the State of Colorado as a Key Employee/Owner in the Medical Marijuana Industry

Marc Gare

Professional:

Perry Pools and Spas, Norwalk Connecticut: 1994-Current.

In 1994 I purchased and merged 2 pool companies together: Perry Pools and Spas and Personal Pool Care. The company has grown from a cleaning service into a premier pool construction and service company. Currently Perry Pools and Spas employ a staff of 12.

Personal Pool Care, Weston Connecticut: 1988-1994.

Started pool cleaning business during his early college years, Personal Pool Care formed in 1988 as a summer business cleaning pools, employed 2 others plus self.

Started his entrepreneurial endeavors as a High Schooler, Started first company as a 16 year old summer business washing windows-ran 3 crews.

Personal:

1992-2009 Contributed in the startup and development of the JUMP program in NYC (a nonprofit mentoring program for inner city under privileged children on the lower east side of Manhattan, sponsored by the Grand Street Settlement House). As a volunteer and mentor, I helped run the program and was instrumental in the fundraising to assist in its expansion.

Currently Sits on Board of Governors of the Weston Field Club.

Education:

Avon Old Farms School (4 year boarding student-private school in Avon CT). Managed Varsity Baseball team for 3 years.

BA from Ithaca College 1990.

Joseph (Jay) Skowronek

Personal data and education:

- Native of Northampton, Massachusetts
- Graduate of Northampton High School, Northampton, Massachusetts
- Graduate of the University of Massachusetts, Amherst, Massachusetts (Pre-veterinary Science major; Marketing minor)
- Graduate of the United States Air Force's Intensive Russian Language Program, Indiana University, Bloomington, Indiana

Military service:

- United States Air Force Security Service, February 1967-February 1971
- Following basic training after an investigation of my personal background, I obtained a Top Secret Cryptographic security clearance and attended a 15-month Intensive Russian Language program at Indiana University, Bloomington, Indiana, earning 24 semester hours in Russian
- Upon completion of the Russian language program at IU and further security/operations training at Goodfellow Air Force Base in San Angelo, Texas, I was assigned to the U.S.A.F. Air Station in Peshawar, West Pakistan and worked there as a Radio Intercept Operator/Russian Linguist for 15-months
- Following my tour of duty in Pakistan, I was assigned to the National Security Agency at Fort George G. Meade, Maryland. Upon arrival at N.S.A. I worked in a TDY (temporary duty) capacity as an assistant to the Deputy Director of the National Security Agency (DDIRNSA) and was eventually assigned to an intelligence processing department there

Business background and experience:

- Since my discharge from military service in 1971, I have worked primarily in the electronic protection industry in the following capacities:
 - 1971-1976 Commercial Sales Representative, American District Telegraph Co. (ADT)
 - 1976-1986 National Accounts Manager, ADT Security Systems, Inc.
 - 1986-1996 Senior National Accounts Manager, ADT Security Systems, Inc.*
 - 1996-1998 Business Development Manager, Comsec Narragansett Security, Inc.**
 - 1998-2000 Building Systems Sales Representative, Simplex Time Recorder Company
 - 01/2000-07/2000 Account Executive, Honeywell, Inc.***
 - 08/2000-06/2003 (no title) ACP Engineering, Inc.
 - 07/2003-10/2004 Fire and Security Sales Engineer, Select Energy Contracting, Inc.****
 - 12/2004-01/2006 Facilities Specialist, ASE Group, Inc.
 - 02/2006-06/2006 Independent Contractor, Maintenance Engineering, Ltd.)
 - 06/2006-12/2007 Business Development Manager, Arga Personalized Document Solutions, Inc.)
 - 01/2008-08/2008 Systems Integration Consultant, Stanley Convergent Security Solutions, Inc.
 - 09/2009-present Commercial Account Executive—ADT Security Services/Tyco Integrated Security

- NOTES: * ADT was purchased by the Hawley Group
** Comsec Narragansett Security was purchased by Protection One
*** Honeywell closed its Fire and Security Solutions Group following purchases of ADI and numerous manufacturers of equipment for the electronic protection industry

**** Northeast Utilities closed its Select Energy Contracting division because of poor profitability

Business skills:

- Strong organizational and communications skills
- Proven abilities in developing sales leads, initiating business contacts, qualifying prospects, assessing electronic and physical protection needs and then designing, proposing and selling sometimes complex systems and services that address those needs
- Responsible for establishing and building strong business relationships with Connecticut-based corporations, state agencies and area colleges and universities
- 40+ years of successful and practical sales and marketing experience
- Experienced sales professional, well-suited for technical sales, sales management or key management positions

Elaine Lonergan

OVERVIEW

A well-rounded and diversified marketing and communications professional skilled in multi-tasking project management. My goal is to thoughtfully and creatively provide exceptional results.

CAREER HISTORY

BERSIN & ASSOCIATES, 2007 - 2011

Assistant to the Vice President of Marketing
Event Coordinator & Marketing Assistant

- Organized all off site events as assistant to the VP of Marketing
- 9-month organizational coordination for annual 3 day research conference for all vendors (30), speakers (75), Attendees (350) and staff (25)
- Sold vendor sponsorships in association with staff Account Executives
- Arranged and coordinated all speaker contributors for panels and presentations
- Was on-site manager of the conference
- Created and oversaw extensive production of print materials, including conference brochure, online agenda and details including all company vendor and speaker bios, as well as the on site printed matter (signage, vendor materials, etc.)
- Secured and facilitated meeting, break out, and reception space including all AV requirements and entertainment
- Organized and arranged all aspects of Demo Center for vendor sponsors
- Work in SalesForce, company intranet, PowerPoint, Word, Excel, etc.

W J FANTASY, 1992 - 2007

Creative Director/Production Director

- Originated annual new product concepts while also expanding on extant successful formats, that included board books, picture books, 3-D toy packages, building blocks, toy/book packages
- Designed all aspects of product from storyboard layout thru to and including final packaging
- Created and designed product with all customers and coordinated product design with their staff
- Secured and managed all freelance artists, designers, and editorial staff
- Supervised all aspects of graphic and mechanical design
- Coordinated film production from graphic design through proofs and final films
- As Production Director, managed all levels of production from dummy-design, created specifications for production, through to final product approval while having adhered to strict budgets
- Manage production of over 150 titles in print
- Reduced production expenses by 65%
- Extensive experience in all phases of production, working with color separation houses in Singapore, 45x and Hong Kong
- Production management from original product design and specification through to pricing and all print approvals throughout Hong Kong and China

HOWARD INTERNATIONAL, 1990 - 1995

Advertising/Product Positioning Writer

- Developed and wrote a concepts for new and existing products for Fortune 500 companies including Kellogg's (new cereal brand), Pillsbury (led to "Grands"), MasterCard (created concepts and rationale), Phillip Morris (new cigarette brand), Dow Chemical, General Foods, Bausch & Lomb, Planters, and others
- Developed concept positioning statements
- Trend analysis, product positioning leading to bi-coastal focus groups
- Created over 500 concepts for new products
- Developed an historical product positioning analysis of major success streams

JOSHUA MORRIS PUBLISHING, 1983 - 1990

Publisher, Wishing Well Books

- As Publisher, managed a 4M division of a mass market children's book list
- Responsible for new product development as well as repurposing either foreign market materials or extant house art
- Assisted in directing all freelance artists and writers
- Created editorial for over 50 titles
- Managed all production for design and film creation
- Handled all foreign production in Europe and Asia from dummy to final printed matter
- Directed team of sales associates and oversaw all purchases
- Directed all incoming and outgoing shipments from the customs broker, warehouse, and distribution

EDUCATIONAL CREDENTIALS

Graduate School of English, 1981-82
Duke University, Durham, North Carolina

Awarded Bachelors Degree with Honors, 1981
Sarah Lawrence College, Bronxville, New York

REFERENCES

Upon Request

Richard K. Kiyomoto

Summary

- PhD Plant Pathology, Washington State University, Pullman, WA.
- Twenty years of experience in Connecticut State service at the Connecticut Agricultural Experiment Station, New Haven, involving:
 - (1) Basic research, direct outreach to commercial growers, scientific and public speaking on topics in plant tissue culture, plant propagation, biochemistry, and general horticulture.
 - (2) Publishing scientific and popular articles.
- Seventeen years experience in crop-related work in private industry:
 - (1) Seven years breeding tomatoes for Del Monte Corp., San Francisco, CA.
 - (2) Ten years at Prides Corner Farms, Inc., Lebanon, CT.
 - (3) Currently supervising and working in the Prides Corner Farms Pest Diagnostics & Soils Lab and Tissue Culture Lab.

Expertise

- Plant breeding.
- Plant pest diagnosis.
- Microbiology & Mycology.
- Plant Biochemistry & Physiology.
- Soil analysis.
- Classroom teaching and public speaking.

Education & Work Experience

- Reedley College , Reedley, CA – A.A. **Biology (1963)**.
- San Francisco State University – B.A., M.A. **Biology (1966, 1967)**.
- University of California, Berkeley – Genetics (1967-71).
- Staff Research Associate – **Plant Pathology**, Univ. of California ARS, Parlier, CA (1971-72).
- Washington State University, Pullman, WA – Ph.D. **Plant Pathology (1975)**.
- Del Monte Corporation Research Center, San Leandro, CA – **Plant Breeder (1975-82)**.
- Connecticut Agricultural Experiment Station, New Haven, CT – **Biochemistry & Genetics** and **Forestry & Horticulture Departments, 1982-2002**.
- Prides Corner Farms, Inc., Lebanon, CT – **Diagnostics Lab & Tissue Culture Lab (2002-present)**.

Additional Professional Experience

- **Gateway Community College, New Haven, CT: Adjunct Professor of Biology & Microbiology (1991-94)**.
- **Quinnipiac College, Hamden, CT: Adjunct Professor of Biology (1993-97)**.
- **University of Connecticut, Storrs, CT: Associate Advisor to MS student Yiquin Ruan (MS awarded 1995)**.
- **University of Connecticut, Storrs, CT: Lecturer on Small Fruit, Master Gardeners Program (2005)**.
- **University of Connecticut, Storrs, CT: Public Service Specialist, Grape IPM / EQIP (2004-08)**.
- **University of Connecticut, Storrs, CT: Adjunct Professor, PLSC3810 (2008)**.

Geoffrey Rice

I am a medical cannabis grower and breeder with six years experience working in the Montana medical marijuana industry. In addition to simply growing and supplying my patients, I worked extensively through local networks to attain landrace seed stock for use in breeding projects aimed both toward finding original mother plants and building stable seed stock. I am knowledgeable and experienced on each aspect of the grow cycle from propagation to harvest and proper curing; I also have extensive experience working with cannabis extracts and infused products.

Qualifications

Have completed extensive full-cycle grows using nearly all popular mediums:

- Organic soil - indoor, outdoor, and greenhouse (using both soil and soilless mixes)
 - 2010-2012 - Continued using soil based nutrients for continuity in breeding projects, but began heavily experimenting with biologically active nutrient teas, this became our primary method by for indoor cultivation
 - 2007-2010 - Began using TGA Subcool's 'Super Soil' mix and gradually shifted the nutrient sources while keeping similar ratios
 - Later used aerated fungal teas sans nutrients for inoculating the super soil, eventually building a fungal tea for use as a phosphorus/ potassium boost in place of top feeding additional soil
- Hydroponic using both synthetic and organic nutrients in a solid substrate indoor and greenhouse
 - 2007-2010, experimented with multiple substrates from pure coco coir to perlite and hydroton
 - Used organically as well as with several synthetic nutrient systems (Advanced, General Hydro)
 - Set with gravity drip system with supplemental hand watering
 - Hydroponic Deep Water Culture using synthetic nutrients indoor
 - 2007 five gallon bubbler systems allowed us to grow significantly bigger plants than aeroponic rails which limit root space
 - Used a recirculating system so the nutrient solution was pumped from the main reservoir to each bucket, with the buckets draining back to the reservoir - -heaviest yields (as percentage of plant matter) were attained from this system
- Aeroponics basic root mist setup using synthetic nutrients indoors
 - 2006-2007 using Advanced Nutrients master growers program
 - the majority of cuttings from 2007 through 2012 were rooted in an aeroponic cloner using only reverse osmosis water
- Was a registered Montana caregiver for 3-9 patients as part of a larger caregiver collective from 2007-2012
- Worked centrally in the medical cannabis industry of Bozeman, MT. Affiliates included Montana Caregivers Network (MCN), Proper Sativa Collective (founding member), Big Sky Patient Care and the Lionheart Collective (affiliated dispensaries)

My experience is extensive in propagation and breeding of both landrace seed-stock and modern hybridized cannabis

- In 2007 with a small group of Montana caregivers I cofounded the Proper Sativa Collective, an idea dedicated to researching, preserving and breeding unique forms of cannabis; we largely sourced our seeds from Asia (Vietnam, Cambodia, Laos), although I worked with several Pakistani varieties in selecting lines for creating stable f1 crosses; these f1 were self crossed again to produce a large variety of f2 stock

- Through the use of pure indica/ sativa landrace seeds we were able to produce the largest variation in the f2 generation we then select for specific traits; by continuing to select for these traits in subsequent generations we created true breeding 'inbred lines' we were able to then cross again into original, stable f1 crosses
- Have setup multiple indoor operations up to 5000 watts with basic environmental controls and Co2 release
- Our closed room included five 1000w HID lights, the room was cooled by two commercial indoor air conditioners with two 10" inline fans venting the lights pulling filtered air from the attic; an electronic control automated the process and effectively maintained Co2 levels of 1200ppm
- When first built the closed room was running a perpetual flowering cycle supplied by the vegetative room, in 2009 the plants were moved to the closed room three week prior to flower, necessitating single cycles, this also allowed us to add the greenhouse without dedicating additional indoor space.
- Our vegetative area consisted of two 1000w HID lights on motorized rails to cover a larger area
- For 2009 we built a 10'x16' greenhouse with a furnace and automatic vent, once this was complete, the vegetative area was used largely to supply the greenhouse with mature plants
- By 2010 we had three 4x4 tents two these held T5 lighting and were used for cloning and mothers, the third was in a separate area and kept male plants, even with a closed area the males were moved to an alternate location prior to bearing pollen

Other Skills - Industry Related

- Extensive experience with solvent-less extraction, both dry and wet
- Have run and purged butane extracts using a vacuum desiccator/ oven and ethanol double extraction technique (winterization)
- Experienced extracting into butter, olive oil, and coconut oil for manufacturing edibles or capsules
- Extract primarily into glycerine for tinctures, but have made ethanol based tinctures as well

Other Skills

- Writer in both non-fiction and fiction
- Published sports journalist for Montana State University
- Exceptional data organization skills
- Experience using survivalist techniques in both planned and emergency situations
- Expertise in homesteading practices including renewable food and energy sources including small scale farming and raising livestock
- Basic construction and material repair including wood, hand-mixed concrete, painting, assembly, general sewing, and fiberglass/ composite work
- Extensive background in varying outdoor settings including fishing, hunting, backpacking, hiking, marine, survival, self-defense and emergency preparedness

Other Employment History

2008-2012 Independent Wilderness Guide (fishing, hunting, general backcountry), Bozeman, MT
 2005- 2012 Wetland Development/ Stocking and Planting, Urbani Fisheries LLC, Bozeman, MT
 2007-2008 Retail Sales/ Backcountry Guide, Yellowstone Club, Big Sky, MT
 2008-Current Research, Editing, Fairfield County Foot Surgeons, Norwalk, CT

Klaus Polttila

EXPERIENCE PRIDES CORNER FARM – LEBANON, CT – 2011-PRESENT GROWER/TEAM LEADER/ SAFETY COMMITTEE CO-CHAIR

Responsibilities of Grower:

- Growing high quality Rhododendron, Kalmia, Buxus, Hydrangea, and Euonymus
- Coordinating plant health needs and application timing of herbicides, pesticides, and fertilizers
- Scouting the crops for pests and disease
- Ensuring proper water levels are maintained through the use of the irrigation system
- Monitoring pH and nutrition levels of the soil mixes

Responsibilities of Team Leader:

- Training employees in the use of farm/nursery equipment
- Training care and identification of different crops, pruning techniques and times of year to prune
- Filling sales orders accurately and on time
- Maintaining the morale and discipline of the crop group employees
- Providing the necessary resources to the laborers for task completion
- Conduct a once per week meeting with all main farm employees
- Yearly employee reviews and evaluations

Responsibilities of Safety Committee:

- On site meeting with insurance company twice a year
- Quarterly nursery inspections, looking for potential hazards, and follow up of previous hazards all ready identified
- Monthly in house meetings to review monthly accident reports and make policy recommendations to address reoccurring injuries

Personal: This has been the largest company that I have worked for. With up to 500 employees during peak season, I interact with a large number of individuals and departments to accomplish our shared goals throughout the growing seasons. The door to this industry was opened to me in 2010 when I completed the UCONN Master Gardener Program. In 2012 I completed the Connecticut Nursery and Landscape Association course in order to be a certified nursery professional. I have also completed a 40 hour management training program, sexual harassment training, and am certified for reasonable suspicion in the work place.

A PERFECT PAINTING COMPANY – TOLLAND, CT – 2010-2011 PAINTER/ REMODELING (SUB CONTRACTOR)

- E.P.A. lead certified RRP
- Customer relations
- Surface repair and preparations
- Interior and exterior paint applications
- Equipment maintenance and cleaning
- Record keeping of equipment and material purchases

STEVE CZERWINSKI INC. – EAST HARTFORD, CT – 2006-2008 VINYL CARPENTER

- Driving and maintenance of work trucks and equipment
- Application of clapboard and coil stock trim
- Train new employees on equipment and work methods
- Clean and organize showroom, stock house, and office
- On-site customer relations

MESSIER AND ASSOC., SURVEY AND ENGINEERING – MANCHESTER, CT – 2004-2006
FIELD TOPOGRAPHER

- Care and maintenance of survey equipment and work vehicle
- Research of property history
- Locate and accurately record property pins and boundary lines
- Locate and record property features
- Set property corners when required
- Stake out house foundations, septic systems, driveways, drainage structures, and road ways
- Collect data on finished grades of new structures
- Read working maps and make plot suggestions/alterations

MOSER REMODELING – TOLLAND, CT – 2001-2004
SUB CONTRACTOR (SELF EMPLOYED)

- Vinyl carpentry, roofing, decks, painting, flooring, etc.
- Driving and maintenance of work vehicles and machinery
- Tool and equipment maintenance
- Material check lists
- Job site safety
- Record keeping of purchases and expenditures

DAMON'S OF VERNON – VERNON, CT – 2000-2001
LEAD LINE COOK

- Train new cooks on menu, portions, sanitary practices, and equipment
- Take inventories and rotate stock
- Receive shipments
- Quality and waste control
- End of shift cleaning and prep lists for the next day

TIMBER HOUSE – MOUNT SNOW, VT – 1999-2000
OPEN KITCHEN CHEF

- Co-create high quality menu for grand opening of the steak house
- Dining room and bar seating arrangement and table placements
- Interview wait staff and kitchen help
- Quality and portion control

D.P. DOUGH – STORRS, CT – 1996-1999
MANAGER

- Cash draw count outs and receipt totals
- Pay roll accounts
- Place and receive inventory orders
- Interview and train new drivers and cooks
- Create weekly work schedule for 14 employees
- Portion and quality control of products

EDUCATION

INDUSTRIAL MANAGEMENT AND TRAINING INSTITUTE – 2011 Lead certified RRP
UNIVERSITY OF CONNECTICUT COOPERATIVE EXTENSION – 2009-2010 Master Gardener Program
E.O.SMITH HIGH SCHOOL – General studies, culinary, law, and chemistry

REFERENCES

Sarah Peters – Northampton, MA (413) 341-3410
Chris Monty – Willimantic, CT (860) 336-8116
Bob and Betty Musial – Lebanon, CT (860) 642-7164
Rob Comtois – Putnam, CT (860) 306-6353
Kimberly Kelly – kimberly.kelly@uconn.edu



CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

August 29, 2013

To whom it may concern:

I would like to recommend David Lipton as a candidate as part of his application to obtain a license to own a medical marijuana grow and production facility in the state of Connecticut. I have had a working relationship with David as his personal CPA and the CPA for his various businesses for over 20 years during which time I have advised him on the financial management of all of his companies and helped oversee his development of a number of start-up companies including many health-care related companies.

I have taken the time to prepare this recommendation letter because having known David for as long as I have, I know he will not only follow the laws and regulations defined by the state but he will augment them. David knows that to succeed in business you need to be the best in the field which means having solid policies and procedures in place along with a well trained staff.

David's cash management skills are commendable and I often find that he has come to the best conclusion prior to my input. David has unyielding energy, is driven to take on complex problems that require creative solutions, while guiding staff, clients, and customers through the entire process, on time and on budget.

Mostly what I would add here is that David leads by example and that example accepts no compromises.

If further information is needed, please feel free to contact me.

Very truly yours,

WILLIAMS BENATOR & LIBBY, LLP

A handwritten signature in black ink, appearing to read 'Bruce V. Benator', is written over a horizontal line.

Bruce V. Benator

BVB:rp

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Member of American Institute of Certified Public Accountants and Russell Bedford International

Stephen J. Drahos

Attorney at Law (US)

August 30, 2013

To Whom It May Concern

Re: Letter of Recommendation/David Lipton

Dear Sir/Madam,

I am writing this letter on behalf of David Lipton and his two (2) new start-up companies, Connecticut Wellness Centers, LLC. and Advanced Grow Labs, LLC.

As general corporate counsel, I have worked for the Lipton family and several of their companies since the 1980s. At first, I dealt primarily with his father but over time commencing in the late 1990s I have worked intimately with David Lipton as he successfully took over the family business.

In the many years I have worked together with David Lipton, he has at all times demonstrated a high level of honesty and character in his business dealings involving his companies and personnel. He is very forthright and transparent. Indeed, these characteristics have served him well with the many different business partners he has successfully worked with over the years.

In summary, I have no reservations whatsoever in recommending David Lipton on any new business ventures and I am sure he shall succeed on many levels given the chance and opportunity.

Sincerely,
The Law Office of Stephen J. Drahos

Stephen J. Drahos

Canada Office	United States Office
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Paul A. Isaacson, MD

Eleanor Powell Stanley, MD

Diplomates of The American Board of Obstetrics and Gynecology

September 4, 2013

To whom it may concern:

This letter serves as a personal and business recommendation for David Lipton. I understand he is petitioning the state of Connecticut to attain a license and operate a medical marijuana producer facility and also petitioning to attain the license for a dispensary (pharmacy for medical marijuana). I have worked with David as his business partner for 10 years.

David and I began our relationship in 2003 when we first met and opened a new business in Las Vegas, Summit Family Planning. David has handled all business matters for our company since then and I have complete trust in David to do so and have never had reason or pause in questioning his judgment. While working with David, we have purchased other businesses and made them profitable and successfully worked through a rigorous licensing process because of new laws enacted in Nevada.

When thinking through this letter I came up with three adjectives that I believe best describe David: thorough, ethical, sound. This letter caused me to reflect on something my own parent once shared about trust and the good sense to know whom to trust. I trust David Lipton implicitly and am sure he will create two very tight and successful facilities in Connecticut.

Regards,

A handwritten signature in black ink, appearing to read 'Paul A. Isaacson', written over a white background.

Paul A. Isaacson, MD

Keith Allison
121 E. Becks Blvd.
Ringoos, NJ
908-304-4602

Connecticut Department of Consumer Protection
165 Capitol Avenue, Hartford, CT 061106

Re: Chris Mayle VP of Operations and Logistics

To Whom It May Concern:

I have had the pleasure of knowing Chris Mayle for over twelve years. We worked together at Nokia Mobile Phones where we were experiencing hyper growth. During the years we were at Nokia, I knew Chris in many capacities. He was responsible for managing the forward and reverse logistics of our account, sales, forecasting production, monitoring sell through, and resolving product quality issues.

Chris's responsibilities while at Nokia grew as we were working on a major carrier account with the most stringent A1/A2 product guidelines in the industry. Chris was the person who was called on to align our products to Verizon Wireless's product requirements. Through Chris's efforts we were able to launch and maintain multiple products successfully.

Chris is an intelligent, capable, dedicated person. He is always quick with thoughtful solutions to issues with sensible reactions in all the circumstances. I've seen him operate effectively in hyper growth environments like the mobile phone industry has experienced. I feel confident in saying that he is capable of handling any situation with thoughtfulness and maturity as VP of Operations and Logistics.

Sincerely,

Keith Allison



**Grand
SETTLEMENT**

80 Pitt Street
New York, NY 10002

tel 212-674-1740
fax 212-529-6760

grandsettlement.org

October 8, 2013

To Whom it May Concern:

I am a long time member of the Board of Directors of Grand Street Settlement House on the Lower East Side and currently serve on its Executive Committee. I am writing this letter on behalf Marc Gare and can specifically attest to his longtime service as a mentor and leader of the volunteer mentoring program known as JUMP!

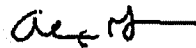
When I graduated college, I cofounded JUMP! which has been based at Grand Street Settlement since 1992. The program matches children who participate in after-school programs at Grand Street Settlement with young adults who serve as needed role models. Each month during the school year, the mentors plan educational and recreational field trips for the JUMP! group to participate in. The program creates long-standing relationships between the mentors and the Grand Street Settlement youth and permits these children to have educational and recreational experiences outside of their community.

Marc was one of the volunteers who did the work that got JUMP! off the ground and paved the way for JUMP! to have mentored thousands of lower east side youth. Marc not only served as a mentor for over 15 years but he also helped to organize the monthly trips. Starting a mentoring program is akin to starting a business in that the rewards are not instant. Marc stuck with the program and helped it to withstand its growing pains and I am proud to say that because of his hard work and persistence, the program is now known as one of the most successful mentoring programs in New York City. Also importantly, Marc was always a true role model for the JUMP! kids who would listen intently as he shared his experiences and path to success.

I think that for any project Marc takes on, he gives everything he has to make it a success. As Marc has used his intelligence and energies to help make JUMP! the successful program it is today, I believe that he will do the same for his new business. Importantly, everything Marc does he does with integrity and honesty.

Please let me know if you need any further information regarding Marc Gare.

Sincerely,


Alex Gardner



September 20, 2013

To whom it may concern:

I have the privilege of knowing Mr. Marc Gare as well as his family and have had the pleasure of having business dealings with him.

You could not find a more honest, principled, devoted, ethical moral set of individuals than the Gare family. There are numerous occasions that the Gare family has generously helped me with advice, support and even physically coming to help me accomplish something.

These values carry over to Mr. Gare's business, Perry Pools, as well. Mr. Gare and I both serve on a Board of Governors at the Weston Field Club. Together we have worked together for over a year on plastering the Club's pool and rebuilding its filtration system.

I have correspondence with Mr. Gare at least 3 times a week in the planning stages and afterwards regarding chemical readings and other situations with the pool. Mr. Gare has always answered my emails and returned my phone calls promptly. He has rearranged his personal schedule more than once to show up in person and has sent his team out here on a moment's notice countless times. His crew is knowledgeable, polite, and as professional as both Mr. Gare and his partner.

In my capacity as WFC's GM/COO I probably deal with 100 companies and I certainly deal with hundreds of members and their families. Without a moment's hesitation I can assure you that the Gare family is the most pleasurable, reasonable and authentic families I deal with. I can also assure you without a doubt that Perry Pools far and away surpasses every other company I deal with as it pertains to honesty, reliability and professionalism.

I would highly recommend Mr. Gare for any position he is applying for and I would equally suggest that if you are considering getting involved in a business venture with him that you do so, you will not find a better person. Mr. Gare is very gifted when it comes to working with people and knowing exactly what it is he is talking about. Mr. Gare will be successful in whatever endeavor he is committed to and is a man of high integrity and moral fiber.

I would be more than happy to discuss this with you further so please do not hesitate to call me at your convenience.

Jeffrey D. Champion
General Manager/Chief Operating Officer
Weston Field Club
203-227-8487
wfclubgm@optimum.net



September 4, 2013

To whom it may concern:

This letter serves as a personal recommendation for Diane and Jay Czarkowski. I understand they are members of two businesses in Connecticut that will be applying for a medical marijuana cultivation license and a dispensary license (pharmacy for medical marijuana).

I first met Diane and Jay at their medical marijuana dispensary called Boulder Kind Care, in Boulder, Colorado. Boulder Kind Care was one of the first businesses in Colorado to secure their state and local licenses. They quickly achieved accolades for their patient services, responsible business practices and active community outreach. They became founding members of the National Cannabis Industry Association (NCIA), the national industry organization representing responsible and legitimate cannabis businesses that I co-founded in 2010.

Today, Diane and Jay are active, high-level members of NCIA. Diane has traveled to Washington, DC to participate in our lobby days, she has been a chair in several fundraising events we have hosted and has helped to publish industry information that has been used to educate and inform others about the impact legally regulated medical cannabis businesses have on local economies.

I have no doubt that that Diane and Jay Czarkowski are going to do everything they can to ensure their Connecticut medical cannabis business is a law-abiding, responsible and professional organization; one that will serve the patients of Connecticut with care, safety and education and benefit the community as a whole.

Sincerely,

A handwritten signature in black ink, appearing to read 'AAR', followed by a horizontal flourish and a period.

Aaron Smith, Executive Director
National Cannabis Industry Association

To whom it may concern

This letter serves as a personal and business recommendation for Diane and Jay Czarkowski, who are applying for a cultivation and dispensary license in Connecticut. I met both Diane and Jay early in the cannabis industry movement. We had a common belief – that the businesses would need to have very comprehensive software in order to safely keep track of patient information, inventory and a way to produce a “paper trail” of the medical marijuana throughout the entire handling of the herb.

My company, MJ Freeway, was founded in 2009 to create a business software platform built specifically for the medical marijuana industry. We wanted to give cannabis business owners the tools and information they needed to operate successful and sustainable businesses and to comply with state and local regulations. Because of Diane and Jay’s software background, we enlisted their advice to create our software offering. We were able to use their real life experience running Boulder Kind Care to incorporate key features into our offering. Boulder Kind Care was a model for both strict compliance and sound business operations. That provided key guidance to us both in our pre-release development phase, and after launch when Boulder Kind Care was using MJ Freeway in day-to-day operations. Their early guidance helped shape our path. Currently, we have hundreds of clients in 12 states, the District of Columbia, Canada and Europe.

It is because of Diane and Jay’s unwavering dedication to running a professional, compliant cannabis business that I feel so strongly that they would be the perfect candidates to represent the first cannabis business to open in Connecticut. I have no doubt that any organization that they are involved in will be the model for which Connecticut would want other businesses to follow; one with integrity, credibility, professionalism and compassionate care for their patients.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy A. Poinsett". The signature is fluid and cursive, with a long horizontal stroke at the end.

Amy A. Poinsett
CEO, MJ Freeway

EXHIBIT E-5

AUDITED FINANCIAL STATEMENTS

EXHIBIT E-6

**WILLIAMS, BENATOR & LIBBY LETTER
REGARDING TAXES**



Re: Advanced Grow Labs LLC
Federal Tax I.D. Number: 46-0633284
2012 Tax Return - Explanation for not filing a tax return in 2012 tax year

Dear Sir or Madam:

This letter serves to explain the reason why a tax return was not filed and should not be filed for Advanced Grow Labs LLC ("the Company") for the 2012 tax year. A tax return was not filed for the 2012 tax year because the Company has not yet started operations since it technically cannot start operations until it begins to perform the activities for which it was organized. Until the Company obtains proper licensure for business operations, it cannot be considered as having started its business for tax purposes. Also, all costs incurred prior to starting a business must be capitalized for tax purposes and no tax deduction can be taken for those expenses until the date the business operations begin. Under the filing requirement rules for an entity filing a Form 1065 partnership tax return, there is no requirement to file a return when an entity neither received income nor incurred any expenditures treated as deductions or credits for federal income tax purposes. Since the Company cannot generate revenue until it is licensed to operate and it cannot take any deductions until the business operations begin, no income or expenditures treated as deductions for tax purposes were incurred during the 2012 tax year. In addition, page 1, Item E of Form 1065 requires you to provide the date the business started. This item on Form 1065 cannot be properly completed until business operations begin and we believe it is not appropriate to file a return until business operations have started. For all of these reasons explained above, no income tax return has been filed for the 2012 tax year.

Very truly yours,

WILLIAMS BENATOR & LIBBY, LLP

Todd M. Koransky, CPA
Senior Tax Manager

EXHIBIT E-7

**TAX RETURNS
COPIES OF REDACTED TAX RETURNS
ARE BEING FILED IN A SEPARATE VOLUME**

EXHIBIT G-1

PRODUCTION AND GROW POLICY AND PROCEDURE MANUAL



ADVANCED
GROW LABS

Production & Grow
Policy and Procedure Manual

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