

Bluepoint Apothecary & Wellness

469 East Main Street Branford, CT 06405

Nicholas Tamborrino, PharmD

BluePoint Apothecary & Wellness

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Contact

Nicholas Tamborrino PharmD, MBA



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Medical Marijuana Program

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Appendix A Dispensary Facility License Information Form

Section A: Business Information

1. Applicant business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other: _____
2. Legal Name of Applicant: Bluepoint Apothecary LLC						
3. Trade Name of Applicant: Bluepoint Apothecary & Wellness						
4. Applicant's Business Address: 857 Post Road Unit 117						
5. City: Fairfield				6. State: CT	Zip Code: 06824	
8. Daytime Telephone Number: [REDACTED]			9. E-mail Address: bluepointapothecary@gmail.com			
10. Applicant's Mailing Address (if different than business address):					11. City:	
12. State:	13. Zip Code:	14. Daytime Telephone Number:		15. Fax Number:		

Section B: Contact Information

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

16. Name of Primary Contact: Nicholas Tamborrino, PharmD		17. Primary Contact Title: Dispensary Director	
18. Primary Contact E-mail Address: [REDACTED]		19. Primary Contact Telephone Number: [REDACTED]	
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: 7/26/2013	25. Place of Formation/Incorporation: Connecticut
26. Registered with the Connecticut Secretary of State: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	27. Sale and Use Tax Permit Number: [REDACTED] Provide a copy of your Sale and Use Tax permit with your application.



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Section D: Proposed Dispensary Facility Information

28. Proposed Dispensary Facility Address: 469 East Main Street			29. City: Branford
30. State: CT	31. Zip Code: 06405	32. Telephone Number: [REDACTED]	33. Fax Number:
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.		35. Name of Property Owner: Jerry Mastrangelo	

Section E: Business Association Information

36. Are you associated with any other dispensary facility license applicant or producer license applicant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the name of all applicants with whom you are associated. Attach additional pages if necessary.	
37. Applicant Name: Constitution Care LLC. (INDIRECTLY) *Please see attachment	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: Proposed Dispensary Department Hours

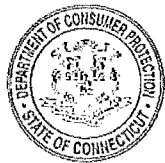
41. State the proposed dispensary department hours of operation for each day. The dispensary department is where marijuana will be sold.

Monday	9 _____ to 6 _____	Friday	9 _____ to 6 _____
Tuesday	9 _____ to 6 _____	Saturday	9 _____ to 1 _____
Wednesday	9 _____ to 6 _____	Sunday	_____ to _____
Thursday	9 _____ to 6 _____		

Section G: Proposed Dispensary Facility Hours

42. State the proposed dispensary facility hours of operation for each day. The dispensary facility includes areas where non-marijuana products and services will be offered.

Monday	9 _____ to 6 _____	Friday	9 _____ to 6 _____
Tuesday	9 _____ to 6 _____	Saturday	9 _____ to 1 _____
Wednesday	9 _____ to 6 _____	Sunday	_____ to _____
Thursday	9 _____ to 6 _____		



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Section H: Other Business Names & Addresses

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

43. Name:	44. Time Period:

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

45. Address:	46. Time Period:

Section I: Dispensary Facility Backers

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

Create additional copies of this page if necessary.

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

47. Name:	48. Percentage of ownership
Nicholas Tamborrino	██████████
Andrew Semmel	██████████



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

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

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

Create additional copies of this page if necessary.

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

49. Name (First, Middle, Last):	50. Title:	51. Role:
Nicholas D. Tamborrino	Dispensary Director	Dispensary Manager

Section K: Financial Statement

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

52. Expense Item:	53. Cost: \$	54. Source of Funds:
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Section L: Security System

Identify the company or companies that will provide security services for the dispensary facility if a license is awarded. If more than two companies will provide security services, complete this section for each such additional company.

55. Primary Security Company Name: Custom Vault Corporation	
56. Primary Security Company Address (including Apartment or Suite #): 4 Research Drive	57. City: Bethel



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58. State: CT	59. Zip Code: 06801	60. Telephone Number: (203) 403-4205	61. Fax Number: (203) 403-4206
62. E-mail Address: mgifford@customvault.com			
63. Backup Security Company Name (if applicable):			
64. Backup Security Company Address (including Apartment or Suite #):			65. City:
66. State:	67. Zip Code:	68. Telephone Number:	69. Fax Number:
70. E-mail Address:			
71. Attach a detailed description of the security plan to be offered by the security company or companies. Be sure to include a discussion of each of the required elements set forth in Section 21a-408-62 of the Regulations of Connecticut State Agencies.			

Section M: Legal Proceedings

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

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

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

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

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

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

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

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

Section N: Criminal Actions

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

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



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Section O: Criminal Background Check

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

77. Signature: [Redacted]

78. Date Signed:

11/12/2013

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

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

79. Signature: [Redacted]

80. Date Signed:

11/12/2013



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Appendix B

Dispensary Facility Backer Information Form

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

Section A: Backer Information

1. Backer business type:

<input checked="" 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:

Nicholas Tamborrino

3. Trade Name of Backer (if applicable):

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

[REDACTED]

5. City:

[REDACTED]

6. State:

[REDACTED]

7. Zip Code:

[REDACTED]

8. Daytime Telephone Number:

[REDACTED]

9. Fax Number:

[REDACTED]

10. E-mail Address:

[REDACTED]

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):

12. Percentage of ownership



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Section C: Licenses, Permits and Registrations

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

13. State CT	14. Issue Date (month/year): 07/02 Expiration Date (month/year): 02/14	15. Type: Pharmacist	16. Number: 9771
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature



[Redacted Signature]

27. Date Signed:

11/12/2013

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



[Redacted Signature]

29. Date Signed:

11/12/2013



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Appendix B

Dispensary Facility Backer Information Form

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

Section A: Backer Information

1. Backer business type:

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

2. Legal Name of Backer:
Andrew G. Semmel

3. Trade Name of Backer (if applicable):

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

5. City: [REDACTED] 6. State: [REDACTED] 7. Zip Code: [REDACTED]

8. Daytime Telephone Number: [REDACTED] 9. Fax Number: [REDACTED] 10. E-mail Address: [REDACTED]

Section B: Backer Members

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

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

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

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



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Section C: Licenses, Permits and Registrations

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

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

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature:



[Redacted 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:



[Redacted Signature]

29. Date Signed:

11/12/13



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

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

Section A: Personal Information

1. Name (First, Middle, Last): Nicholas D. Tamborrino		
2. Street Address (including Apartment or Suite #): 428 Old Mill Rd		
3. City: [REDACTED]	4. State: [REDACTED]	5. Zip Code: [REDACTED]
6. Title: Dispensary Director	7. Telephone Number: [REDACTED]	8. E-mail Address: [REDACTED]
9. Date of Birth: [REDACTED]	10. Social Security Number: [REDACTED]	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information

12. Current or Most Recent Employer: 13. Yale New Haven Health System		Date of Employment: Start Date: 01/2012 End Date: :	
14. Employer Address (including Apartment or Suite #): 99 Hawley Lane			
15. City: Stratford		16. State: CT	17. Zip Code: 06610
18. Telephone Number: [REDACTED]	19. Fax Number: [REDACTED]	20. E-mail Address: [REDACTED]	

Section C: Pharmacy Business Experience

21. Do you have any experience controlling, managing, operating or working for a pharmacy?
 Yes No

22. Are you currently associated with a pharmacy in any state?
 Yes No

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

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



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Section D: Marijuana Business Experience

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

Yes No

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

Yes No

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

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

Section E: Other Relevant Business Experience

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

Yes No

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

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

Section F: Licenses, Permits and Registrations

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

29. State	30. Issue Date (month/year): 07/15/2002	31. Type:	32. Number:
CT	Expiration Date (month/year): 01/31/2014	Pharmacist	9771
33. State	34. Issue Date (month/year):	35. Type:	36. Number:
	Expiration Date (month/year):		



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Section G: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section H: Criminal Actions

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

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

Section I: Criminal Background Check

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

42. Signature



[Redacted Signature]

43. Date Signed:

11/12/2013



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

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

44. Signature



[Redacted Signature]

45. Date Signed:

11/12/2013



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Appendix D

Dispensary Facility Manager Information Form

This form must be completed and signed by the person who will serve as the dispensary facility manager if the applicant is awarded a dispensary facility license.

Section A: Dispensary Facility Manager Information			
1. Name (First, Middle, Last): Nicholas D. Tamborrino			
2. Home Address (including Apartment or Suite #): [REDACTED]			3. City: [REDACTED]
4. State: CT	5. Zip Code: [REDACTED]	6. Date of Birth: [REDACTED]	7. Telephone Number: [REDACTED]
8. Social Security Number: [REDACTED]			9. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
10. E-mail Address: [REDACTED]		11. Connecticut Pharmacist License Number: 9771	

Section B: Employment Information			
12. Current or Most Recent Employer: 13. Yale New Haven Health System		Date of Employment: Start Date: 01/03/2012 End Date: :	
14. Employer Address (including Apartment or Suite #): 99 Hawley Lane			
15. City: Stratford		16. State: CT	17. Zip Code: [REDACTED]
18. Daytime Telephone Number: [REDACTED]	19. Fax Number: [REDACTED]	20. E-mail Address: [REDACTED]	

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



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: Criminal Actions

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

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

Section E: Criminal Background Check

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

25. Signature



[Redacted Signature]

26. Date Signed:

11/12/2013

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.

27. Signature



[Redacted Signature]

28. Date Signed:

11/12/2013



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Appendix E Backer Members

Authorization for Release of Personal History Form

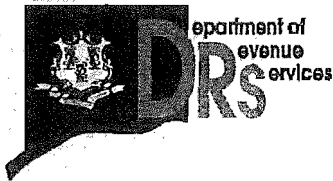
This form must be completed and signed by any member of a Backer that is not required to complete Appendix C.

Section A: Member Information				
1. Name (First, Middle, Last): Andrew G. Semmel				
2. Street Address (including Apartment or Suite #): [REDACTED]				
3. City: [REDACTED]			4. State: [REDACTED]	5. Zip Code: [REDACTED]
6. Daytime Phone Number: [REDACTED]		7. Fax Number: [REDACTED]		8. E-mail Address: [REDACTED]

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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section C: Criminal Background Check	
I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.	
10. Signature ▶ [REDACTED]	11. Date Signed: 11/12/13

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.	
12. Signature ▶ [REDACTED]	13. Date Signed: 11/12/13



STATE OF CONNECTICUT DEPARTMENT OF REVENUE SERVICES

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

APPENDIX A: SECTION C: #27 Sale and Use Tax Permit Number

Corr ID: 1300018318759

Date: 09/12/2013

Dear Taxpayer:

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




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

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

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

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

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

Department of Revenue Services State of Connecticut 25 Sigourney St Ste 2 Hartford CT 06106-5032 R603 (Rev. 07/09)		Sales and Use Tax Permit		
		Use only at this location:		Lic Nbr: 1044702
The person named below is licensed under the Sales and Use Tax Act. This permit is good only for the named permittee and at the location shown. If there is any change in ownership, the permit is null and void.				
Date Issued 09/11/2013	Expiration Date 02/28/2019	Business Start Date 03/01/2014	Connecticut Tax Registration Number 60086030-001	
 BLUEPOINT APOTHECARY LLC BLUEPOINT APOTHECARY LLC 857 POST RD UNIT 117 FAIRFIELD CT 06824-6041			 Kevin B. Sullivan Commissioner of Revenue Services	
This license may not be transferred or assigned.				

APPENDIX A: SECTION E Business Association Information

In reference to Question #36

Are you associated with any other dispensary facility license applicant or producer applicant?

I'm writing this letter to notify the Department of Consumer Protection that in addition to applying under Bluepoint Apothecary, as owner and dispensary manager, I will also be listed on Constitution Care's Application as an employee, a dispensary manager.

In October I was referred and introduced to the CEO of Constitution Care by a local pharmacy practice advocate. I do understand that partnering up with a larger group can have some benefits. My first and foremost commitment is for sole proprietorship of Bluepoint Apothecary. I truly believe Bluepoint Apothecary has a true vision on how Connecticut's program should run. Researching every aspect of the medical marijuana business and searching many locations throughout Connecticut, I've learned an incredible amount of knowledge and grown extremely passionate about this new program. If Bluepoint Apothecary is selected, I will be fully committed to this application as owner and dispensary manager.

I look forward to the opportunity to contribute to Connecticut's Medical Marijuana program, whether independently or with the larger group. I will support the Department's decision, trust their judgment and hope to move forward as they deem appropriate.

November 6, 2013

Jerry Mastrangelo
836 Foxon Rd
East Haven, CT 06513
203-469-7763

Department of Consumer Protection
165 Capitol Avenue, Room 145
Hartford, CT 06106

To Whom It May Concern:

I am the owner of 469 East Main Street Branford, CT 06405. I hereby acknowledge Bluepoint Apothecary's intent to use the Property as a dispensary facility in compliance with sections 21a-408 *et seq.* of the Connecticut General Statutes and sections 21a-408-1 *et seq.* of the Regulations of Connecticut State Agencies if and when the company is awarded a dispensary facility license from the Connecticut Department of Consumer Protection.

If Bluepoint Apothecary is awarded a dispensary license, they will have the right to occupy 469 East Main Street Branford, CT 06824 under our lease agreement.

If you have any concerns regarding the nature of this acknowledgement, please contact me.

Sincerely,


Jerry Mastrangelo

I, Nicholas Tamborrino of Bluepoint Apothecary agree to pay Mieka Enterprises, LLC, the landlord of the below mentioned property [REDACTED] month beginning 11/15/13 to hold the premise located at 469 East Main Street in Branford, CT, Unit T4, located in the left rear of the building occupying approximately 1500 square feet.

I agree and understand that I will not have occupancy of the space and this will remain as a month to month agreement until such time as I receive approval from the State of Connecticut Department of Consumer Protection. Upon approval by the state of Connecticut, I agree that I will be entering into a formal lease with Mieka Enterprises, LLC, of 469 East Main Street; Branford, Connecticut, for the above mentioned location. The anticipated approval is expected by January 31, 2014.

If in the event Blue Apothecary and or Nicholas Tamborrino does not receive approval by either the Town of Branford or the State of Connecticut, it is mutually agreed by both parties that this month to month agreement will terminate.

[REDACTED]
Nicholas Tamborrino

November 13, 2013

[REDACTED]
Jerry Mastrangelo; President
Mieka Enterprises, LLC

November 13, 2013

Nicholas Tamborrino, PharmD, MBA

Pharmacy Business Experience

I'm extremely passionate about the pharmacy profession and my willingness to succeed will make me an imperative asset to the Connecticut Medical Marijuana Program. My past work experiences have given me a great foundation and understanding in all areas of pharmacy practice. In addition, my business degree has given me invaluable insight into the core elements necessary to operate a business.

Over the past year, I've executed due diligence by dedicating an incredible number of hours researching all topics related to medical marijuana. I consider myself well educated and comfortable in various capacities such as accounting, insurance, banking, pricing, and various product formulations. Considering the knowledge I've found and learned over the past two years, I've set myself up to master every aspect of the medical marijuana business.

Throughout my work experience, not only have I learned the clinical and operational aspects of pharmacy practice, but I've also learned the importance of building professional relationships and putting the needs of the patient first. Working in multiple areas of pharmacy, I've always considered the patient when making clinical decisions and assuring their best interest is always met. I will continue my devotion to the pharmacy profession and apply my knowledge, skills, and experience to assure optimal drug therapy outcomes. Whether gaining trust from a patient at a retail pharmacy, suggesting a medication to a provider at Bridgeport Hospital, or training the pharmacy department at Yale New Haven Health System, I've appreciated the importance and significance of this. Building professional relationships and collaborating to improve patient care is a key factor in all pharmacy practices and I intend to continue this philosophy at the medical marijuana dispensary level.

I understand that a great part of this program's success relies on communication and education to multiple levels. Through my motivation and dedication to this program, I'm prepared to help disseminate education wherever the need may be. My patients will be well educated on their therapy through monthly counseling meetings where medication history and marijuana strain discussions will take place. I plan to volunteer at local community events to help educate and listen to concerns surrounding medical marijuana. I've recently taken the initiative to begin educating local police departments from a pharmacist perspective to help them understand the structure of this program. The patient and their safety has always been a centered focus in practice.

While attending the University of Connecticut's School of Pharmacy in 2000, I was selected to work within Bristol-Myers Squibb's internship program. I worked in the Clinical Supply Operation division for two summers which sparked my interest in research. I was responsible for the labeling of study drugs world-wide

using cutting edge labeling software. Upon graduation from pharmacy school in 2002, I began my career in a retail pharmacy to help familiarize myself with the everyday tasks associated in that setting. There I quickly took on manager roles participating in scheduling of technicians and weekly inventory counts of scheduled II medications. In 2004, I was offered a clinical pharmacist position at Bridgeport Hospital which has allowed me to practice pharmacy using my clinical skillset. In collaboration with other healthcare providers, I have built a solid trust allowing me to comfortably make drug therapy recommendations. Shortly after joining, I was nominated to be a member of the Institutional Review Board for Bridgeport Hospital. I represented the pharmacy department and reviewed all research study protocols occurring at the hospital. Since 2006, I've maintained working evenings at two local hospitals. I received numerous awards throughout my career at Bridgeport; the most recent being a hospital wide "Great Catch" award in May 2012 where I prevented a major medication error which could have been detrimental to the patient.

In 2006, I joined Caremark as a Clinical Advisor responsible for 200 accounts in the New York and Connecticut. I was part of a unique group called Clinical Consulting, consisting of 100 pharmacists spread throughout the United States. The group received contracts by national and local health plans or employers. I was responsible for building relationships and educating key opinion leaders on the latest trends in multiple disease states.

While finishing my Masters in Business Administration, I took on a role in healthcare informatics. In 2012, I joined Yale New Haven Health System's Epic project as a physician trainer. I was responsible for curriculum development and testing for the new electronic EMR system. In late 2012, I received Epic Inpatient Pharmacy and Oncology certifications. I'm currently responsible for curriculum build and clinical workflow training for all pharmacy staff at all Yale New Haven Health System Hospitals. In addition, I've taken on an analyst roles and responsibilities for the build and maintenance of medications in the Epic database.

Applicant qualifications:

University of Connecticut School of Pharmacy, PharmD 2002

University of Connecticut School of Business, MBA 2011

Connecticut Pharmacist #9771

Connecticut Pharmacist Association Member

The Canadian Consortium for the Investigation of Cannabinoids (CCIC) Member

Nicholas Tamborrino, PharmD, MBA

Pharmacy Business Experience

Bridgeport Hospital Pharmacy

Location: Bridgeport, CT

Titles: Clinical Pharmacist (08/04-present), Institutional Review Board (10/04-11/05)

Responsibilities:

- Managed the storage and preparation of Clinical Study Drugs at Bridgeport Hospital.(2004)
- Involved in pharmacokinetic monitoring of aminoglycosides and vancomycin.
- Monitor and dosing of Warfarin for patients receiving anticoagulation therapy.
- Dose and preparation of chemotherapy agents.
- Compounds and dispenses pharmaceuticals, including sterile, chemotherapy, and parenteral nutrition products accurately using USP 797 guidelines.
- Manage inventory and dispensing of scheduled II,III,IV,V medications.
- Oversee pharmacy technician duties relating to the dispensing of medications.
- Interpretation of medication orders (verbal and electronic) and transcribes to computerized patient medication profiles accurately.
- Maintains accurate and complete patient medication profiles.
- Monitors drug therapy regimens for contraindications, drug-drug interactions, drug-food interactions, allergies, and appropriateness of drug and dose.
- Participates in the quality improvement and medication use review activities of the department.
- Collects data; conducts quality monitors and inspections; and maintains log, records, and other documentation as assigned.
- Participates in the development and presentation of orientation, education, and training programs to the pharmacy, medical, nursing, and other staffs.
- Sustains the formulary by minimizing non-formulary procurements, utilizing therapeutic protocols and promoting rational drug therapy selection.

St. Vincent's Medical Center Pharmacy

Location: Bridgeport, CT

Titles: Clinical Pharmacist Per-diem (01/09-present)

Responsibilities:

- Act as clinical support for ICU and Telemetry floors.
- Compounds and dispenses pharmaceuticals, including sterile, chemotherapy, and parenteral nutrition products accurately using USP 797 guidelines.
- Ensure proper dosing on all medications and adjusting doses according to renal Drug Use Evaluation (DUE) protocols.
- Manage inventory control and dispensing of scheduled II-III-IV-V medications.
- Monitors drug therapy regimens for contraindications, drug-drug interactions, drug-food interactions, allergies, and appropriateness of drug and dose.
- Supervise and direct pharmacy support personnel during evening and weekend shifts.
- Verifies the daily activities assigned to pharmacy technicians are complete and accurate.
- Verifies prepackaging of medications is checked and correctly labeled,
- Assisted in protocol development and implementation of vancomycin protocol for ED patients.

Walgreen's Pharmacy

Location: Norwalk, CT

Titles: Retail Pharmacist/ Assistant Pharmacy Manager (03/02-09/05)

Employment voluntarily ended in September 2005 to focus in clinical areas of pharmacy practice.

Responsibilities:

- Managed customer relationships including, patient counseling, complaint resolution, quality assurance, and adherence to practices promoting customer satisfaction.
- Developed and maintained good working collaborative practice with physicians and other healthcare professionals maximizing patient outcomes.
- Maintained all state and federal record keeping for legend drugs and controlled substances.
- Responsible for weekly inventory counts on all scheduled II medications.
- Coordinated the pharmacy schedule; direct and monitoring of pharmacy personnel and performance by providing ongoing proactive, constructive feedback, training, and evaluations; making recommendations for hiring and promotion.
- Performed all activities related to the preparation, dispensing, and sale of prescription and pharmacy-related products.
- Focused on customer satisfaction and needs, ensuring that customers were provided excellent customer service through use of best practices and prompt communication with physicians, vendors, and colleagues.
- Ensured all work processes were performed efficiently and effectively at each work station by prioritizing workload and organizing workflow.
- Maintained proper pharmacy and general safety procedures and standards. Enforced compliance with all local, state, and federal laws, company policies and procedures, and state regulations regarding intern, technician, and assistant training and licensure.
- Assisted in pharmacy operations to achieve business objectives by increasing sales and gross margins, managing equipment, limiting expenses, directing operations to minimize wait times, monitoring department performance metrics, upholding proper pharmacy and general safety procedures and standards, and partnering with management in developing and implementing store programs to help meet sales objectives and increase prescription volume.

Nicholas Tamborrino, PharmD, MBA

Other Relevant Business Experience

In February 2006, I joined Caremark as a Clinical Advisor where I was responsible for Connecticut and New York (Westchester County) territories. The group consisted of 100 pharmacists throughout the US market. The goal was to work with targeted physicians and key opinion leaders in specific therapeutic areas. We often partnered with employers and health plans to focus in areas designed to decrease costs for Caremark plan participants. In addition, I often provided clinical and basic pharmacy services to targeted physician offices. This work experience has provided me with great insight in finding ways to help improve patient care by collaborating with other healthcare providers. Building professional relationships is a key factor in all pharmacy practices and I intend to continue this philosophy at the medical marijuana dispensary level.

CVS/Caremark

Services offered: Pharmacy Benefit Management Consulting Services

Location: Connecticut/ New York (Westchester County)

Titles: Clinical Advisor

Dates associated with business: 2006-2012

The Clinical Consulting division was eliminated after the merger with CVS due to funding/budget cuts.

Responsibilities:

- Collaborated with physicians to positively influence patient outcomes both clinically and economically.
- Responsible for academic detailing of Primary Care and Specialty physicians in Disease State Management areas of asthma, cardiovascular disease, diabetes, dyslipidemia, mental health and osteoporosis plus specialty areas of cardiology, endocrinology, gastroenterology, pulmonology, psychiatry, rheumatology, and metabolic disorders.
- Conducted face to face interactions with high value physicians and key opinion leaders (KOL) to improve patient care through utilization/safety reviews and education tools referencing current clinical guidelines.
- Committee member that focused on gathering market intelligence, identifying future trends, and providing competitive insights for program initiatives and improvements.
- Collaborated with mail-order operations to develop a Physician Help Desk.
- Provided ongoing staff development and training for direct physician interaction, formulary management, and client presentations.
- Provided relevant clinical messages to targeted physicians based on company goals & business requirements.
- Demonstrated effective teamwork capabilities through weekly huddles designed to share best practices that create value by enhancing physician encounters.

Awards

- 2006 & 2007 Caremark Silver Impact Award
- 2007 Accrediting Consulting Excellence (ACE) Level 1
- 2009 Designed and implemented national training module.
- 2009 & 2010 Caremark Gold impact Award

Nicholas Tamborrino, PharmD, MBA

Other Relevant Business Experience

In 2010, I founded Ebbpoint Surf Fishing, LLC which specializes in custom surf fishing equipment for Northeast fisherman. I've created a niche market providing Dacron sailcloth equipment that can withstand the harsh salt water environment known to extreme fisherman. Growing up and chasing the striped bass along the Northeast beaches, I developed a passion and respect for surf fishing. During the 2009 fall semester, while completing an entrepreneur course during business school, I decided to combine my passion with my business skillset to form Ebbpoint Surf Fishing. Throughout this experience, not only have I built a solid reputation, but I've learned what it takes to bring new innovative products to the market. I understand the important business skills needed to succeed to such as educating, branding, marketing, outsourcing, financing, and creative thinking. Through this experience, I feel that creating new products has better prepared me for Connecticut's Medical Marijuana Program. Connecticut's MMP is a new innovative pharmacist-driven model that is exciting and I look forward to my professional participation.

Ebbpoint Surf Fishing, LLC

Products or Services offered: Fishing apparel/equipment

Location: Fairfield, CT

Titles: Owner, Director of design

Dates associated with business: 2009-present

Responsibilities:

- Collaborate with the manufacturing team and sales to develop line direction for customer needs.
- Participate in an environment that encourages innovation, creativity, and research while maintaining brand integrity and awareness of competitor threats and overall development direction.
- Collaborate and develop close working relationships with design, production, and sourcing.
- Prioritize and troubleshoot from initial concept stage through production.
- Develop research tools to stay on top of trends through customer feedback.
- Develop and maintain relationship with domestic contacts to ensure project accuracy and pricing expectations.
- Creating concept drawings and producing computer generated templates.
- Coordinating material purchases and laser cutting processes.
- Mentor to product builder
- Responsible for project planning and budget costs.
- Develop technical specifications on future products.
- Track and manage workflow and workload for products.

Nicholas Tamborrino, PharmD, MBA

Pharmacy Business Experience

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A. BUSINESS INFORMATION OF APPLICANT: # 2

Nicholas Tamborrino
Personal Summary

I'm extremely passionate about the pharmacy profession and my willingness to succeed will make me an imperative asset to the Connecticut Medical Marijuana Program. My past work experiences have given me a great foundation and understanding in all areas of pharmacy practice. In addition, my business degree has given me invaluable insight into the core elements necessary to operate a business.

Over the past year, I've executed due diligence by dedicating an incredible number of hours researching all topics related to medical marijuana. I consider myself well educated and comfortable in various capacities such as accounting, insurance, banking, pricing, and various product formulations. Considering the knowledge I've found and learned over the past two years, I've set myself up to master every aspect of the medical marijuana business.

Throughout my work experience, not only have I learned the clinical and operational aspects of pharmacy practice, but I've also learned the importance of building professional relationships and putting the needs of the patient first. Working in multiple areas of pharmacy, I've always considered the patient when making clinical decisions and assuring their best interest is always met. I will continue my devotion to the pharmacy profession and apply my knowledge, skills, and experience to assure optimal drug therapy outcomes. Whether gaining trust from a patient at a retail pharmacy, suggesting a medication to a provider at Bridgeport Hospital, or training the pharmacy department at Yale New Haven Health System, I've appreciated the importance and significance of this. Building professional relationships and collaborating to improve patient care is a key factor in all pharmacy practices and I intend to continue this philosophy at the medical marijuana dispensary level.

I understand that a great part of this program's success relies on communication and education to various groups. Through my motivation and dedication to this program, I'm prepared to help disseminate education wherever the need may be. My patients will be well educated on their therapy through monthly counseling meetings where medication history and marijuana strain discussions will take place. I plan to volunteer at local community events to help educate and listen to concerns surrounding medical marijuana. I've recently taken the initiative to begin educating local police departments from a pharmacist perspective to help them understand the structure of this program. The patient and their safety has always been my centered focus in practice.

A. BUSINESS INFORMATION OF APPLICANT: # 2

While attending the University of Connecticut's School of Pharmacy in 2000, I was selected to work within Bristol-Myers Squibb's internship program. I worked in the Clinical Supply Operation division for two summers which sparked my interest in research. I was responsible for the labeling of study drugs world-wide using cutting edge labeling software. Upon graduation from pharmacy school in 2002, I started work in a retail setting to help familiarize myself with the everyday tasks associated in that area. There I quickly took on manager roles participating in scheduling of technicians and weekly inventory counts of scheduled II medications. In 2004, I was offered a clinical pharmacist position at Bridgeport Hospital which has allowed me to practice pharmacy using my clinical skillset. In collaboration with other healthcare providers, I have built a solid trust allowing me to comfortably make drug therapy recommendations. Shortly after joining, I was nominated to be a member of the Institutional Review Board for Bridgeport Hospital. I represented the pharmacy department and reviewed all study protocols occurring at the hospital. Since 2006, I've maintained working evenings at two local hospitals. I received numerous awards throughout my career at Bridgeport; the most recent being a hospital wide "Great Catch" award in May 2012 where I prevented a major medication error which could have been detrimental to the patient.

In 2006, I joined Caremark as a Clinical Advisor responsible for 200 accounts in the New York and Connecticut. I was part of a unique group called Clinical Consulting, consisting of 100 pharmacists spread throughout the United States. The group received contracts by national and local health plans or employers. I was responsible for building relationships and educating key opinion leaders on the latest trends in multiple disease states.

While finishing my Masters in Business Administration, I took on a role in healthcare informatics. In 2012, I joined Yale New Haven Health System's Epic project as a physician trainer. I was responsible for curriculum development and testing for the new electronic EMR system. In late 2012, I received inpatient pharmacy and oncology certifications. I'm currently responsible for curriculum build and clinical workflow training for all pharmacy staff at all Yale New Haven Health System Hospitals. In addition, I've taken on an analyst roles and responsibilities for the build and maintenance of medications in the Epic database.

Applicant qualifications:

Connecticut Pharmacist #9771

University of Connecticut School of Pharmacy, Pharm.D. 2002

University of Connecticut School of Business, MBA 2011

Connecticut Pharmacist Association Member

A. BUSINESS INFORMATION OF APPLICANT: # 2

Work Experiences and Relevancy to Dispensary Operation:

Yale New Haven Health System

Stratford, CT

Epic System Analyst/Training Coordinator

2012-present

Current Responsibilities

- Build and maintenance of pharmacy related products and workflows for Yale New Haven Health System Hospitals.
- Development of Epic training curriculum for all pharmacy departments.
- Training for all new employees and residents.

Relevancy to Dispensary Operation

- Development of training curriculum for dispensary staff
- Procedure and clinical workflow development
- Optimization in Quality and Assurance

CVS/Caremark

Scottsdale, AZ

Clinical Advisor (Southern CT, Westchester NY)

02/06-01/12

Responsibilities

- Assisted targeted physicians throughout two states in specific therapeutic areas to decrease costs for Caremark plan participants.
- Partnered with employers and health plans to create drug class initiatives that promote plan savings.
- Resource for key opinion leaders in specialized therapeutic areas.

Relevancy to Dispensary Operation

- Expense account management
- Territory need execution
- Provider Education
- Budget planning
- Academic detailing
- Patient care advocate

St Vincent's Medical Center

Bridgeport, CT

Per Diem Clinical Pharmacist

2009-present

Current Responsibilities

- Provide clinical pharmacy services to ICU and telemetry floors.
- Interact with physicians to provide best therapeutic option for patient care.

Relevancy to Dispensary Operation

- Always considering the best interest of my patients.

Bridgeport Hospital

Bridgeport, CT

A. BUSINESS INFORMATION OF APPLICANT: # 2

Clinical Pharmacist

2004-present

Current Responsibilities

- Review medication profiles for appropriateness of therapy.
- Healthcare provider resource
- Frequently ensure proper inventory measures of narcotics are met.
- Specialized in Epic work flow change

Relevancy to Dispensary Operation

- The ability to recognize potential drug-drug interactions during counseling.
- Up to date in advanced clinical pharmacy practice protocols.
- Use of strict inventory control and monitoring of medical marijuana.
- Comfort in collaborating and educating physicians and discussing available therapeutic options.

Walgreen's Pharmacy

Norwalk, CT

Per Diem Pharmacist

2001-2003

Current Responsibilities

- Provide clinical pharmacy services to ICU and telemetry floors.
- Interacts with physicians to provide best therapeutic option for patient care.

Relevancy to Dispensary Operation

- Always considering the best interest of my patients.

Bristol-Myers Squibb

Wallingford, CT

Clinical Supply Operations

2000-2001

Responsibilities

- Provide clinical pharmacy services to ICU and telemetry floors.
- Interacts with physicians to provide best therapeutic option for patient care.

Relevancy to Dispensary Operation

- Always considering the best interest of my patients.

Ebbpoint Surf Fishing, LLC

Norwalk, CT

Founder/ Sr. Designer

2010-present

Responsibilities

- Designed and created a unique product for the surf fishing market.
- Created a reputable brand amongst Northeast fishing community.
- Project management skills
- Marketing skills
- Manufacturing skills

A. BUSINESS INFORMATION OF APPLICANT: #3

BLUEPOINT APOTHECARY, LLC

SUPPLEMENTARY INFORMATION

SCHEDULES OF OPERATING EXPENSES

Office supplies	\$	
Professional fees		
Licenses & fees		
Bank charges		
Accounting fees		
Application fee		
	\$	

B. LOCATION OF SITE PLAN: #1

1. Location of the Proposed Dispensary Facility

- 469 East Main Street
Branford, CT 06405
- Zoning district: IG-2 (General Industry District 2)



B. LOCATION AND SITE PLAN: #2

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

Bluepoint Apothecary is providing the following:

- Letter from the Office of Secretary of the State indicating Bluepoint Apothecary acceptance of filing.
- Town Planner of Branford letter indicating pending application for special exception.
 - The scheduled public hearing is November 21, 2013.
- Town of Branford Fire Department letter indicating 469 East Main Street indicating the degree of compliance with the fire safety requirements of Connecticut General Statutes Chapter 541 as authorized by Section 29-305 of the statutes.



Office of Secretary of the State
State of Connecticut
P.O. Box 150470, Hartford, CT 06115-0470

Denise W. Merrill
Secretary of the State
James Field Spallone
Deputy Secretary of the State

July 29, 2013

Bluepoint Apothecary, LLC

Rita M. Scacchia, Paralegal
Brody Wilkinson PC
2507 Post Road
Southport, CT 06890

Re: Articles of Organization

Dear Ms. Scacchia:

In accordance with the General Statutes of Connecticut, this office finds that the business has in its petition shown good cause for supplying business addresses in lieu of residence addresses.

This office reserves the right to request additional information regarding the business's petition.

Sincerely yours,

DENISE W. MERRILL
Secretary of the State

A handwritten signature in cursive script that reads "Elissa J. MacMillan".

By: Elissa J. MacMillan

Title: License & Applications Analyst I

Commercial Recording Division – (860) 509-6003

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

JULY 29, 2013

ATTN: RITA SCACCHIA



RE: Acceptance of Business Filing

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

Business Name:
BLUEPOINT APOTHECARY, LLC

Work Order Number: 2013217767-001
Business Filing Number: 0004909515
Type of Request: ARTICLES OF ORGANIZATION
File Date/Time: JUL 26 2013 12:00 PM
Effective Date/Time:
Work Order Payment Received: 170.00
Payment Received: 170.00
Credit on Account: .00
Customer Id: 001546475
Business Id: 1113919

ELISSA MACMILLAN
Commercial Recording Division
860-509-6003
WWW.CONCORD.SOTS.CT.GOV

BUSINESS FILING REPORT

WORK ORDER NUMBER:2013217767-001
BUSINESS FILING NUMBER: 0004909515

BUSINESS NAME:

BLUEPOINT APOTHECARY, LLC

BUSINESS LOCATION:

857 POST ROAD
UNIT 117
FAIRFIELD,CT 06824

MEMBER INFORMATION FOR ONE MEMBER:

NAME:NICHOLAS TAMBORRINO
TITLE:MANAGER

** END OF REPORT **



PLANNING AND ZONING COMMISSION

1019 Main Street, PO Box 150, Branford, CT 06405
Tel: (203) 488 - 1255, Fax: (203) 316 - 2188

November 12, 2013

Department of Consumer Protection
165 Capital Avenue Room 145
Hartford, CT 06106

TO WHOM IT MAY CONCERN:

This will confirm that Bluepoint Apothecary, LLC has a pending application for a Special Exception for a medical marijuana dispensary to be located at 469 East Main Street in Branford (Application#13-10.3).

The applicant is proposing this under the provisions of Section 4.8.C of the Zoning Regulations which allows a medical office, clinic or laboratory in a General Industrial 2 District (IG-2) by Special Exception.

The Branford Planning and Zoning Commission has scheduled a Public Hearing on this application for Thursday, November 21, 2013.

Please contact me if you have any questions.

Sincerely,

José Giner, AICP
Town Planner
Town of Branford
1019 Main Street
P.O. Box 150
Branford, CT. 06405

BRANFORD FIRE DEPARTMENT
45 NORTH MAIN STREET
BRANFORD, CONNECTICUT 06405
PHONE (203) 488 7266
FAX (203) 315 3349

OFFICE OF THE ASSISTANT FIRE CHIEF / FIRE MARSHAL

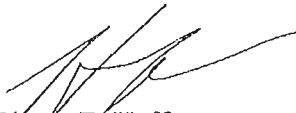
October 25, 2013

Department of Consumer Protection
165 Capitol Avenue, Room 145
Hartford, CT 06106

To Whom it May Concern,

On October 24, 2013, the Office of the Branford Fire Marshal conducted an inspection of proposed marijuana dispensary to be located at 469 East Main Street in Branford, CT to determine the degree of compliance with the fire safety requirements of Connecticut General Statutes Chapter 541 as authorized by Section 29-305 of the statutes. This facility was evaluated as a business use as classified by the Connecticut Fire Safety Code. As a result of this inspection, it has been determined that with relatively minor modifications that this tenant space is capable of complying with the requirements of the Connecticut Fire Safety Code.

Respectfully,



Shaun E. Heffernan
Asst. Chief / Fire Marshal

B. LOCATION AND SITE PLAN: #3
LANDLORD LETTER

November 6, 2013

Jerry Mastrangelo
836 Foxon Rd
East Haven, CT 06513
203-469-7763

Department of Consumer Protection
165 Capitol Avenue, Room 145
Hartford, CT 06106

To Whom It May Concern:

I am the owner of 469 East Main Street Branford, CT 06405. I hereby acknowledge Bluepoint Apothecary's intent to use the Property as a dispensary facility in compliance with sections 21a-408 *et seq.* of the Connecticut General Statutes and sections 21a-408-1 *et seq.* of the Regulations of Connecticut State Agencies if and when the company is awarded a dispensary facility license from the Connecticut Department of Consumer Protection.

If Bluepoint Apothecary is awarded a dispensary license, they will have the right to occupy 469 East Main Street Branford, CT 06824 under our lease agreement.

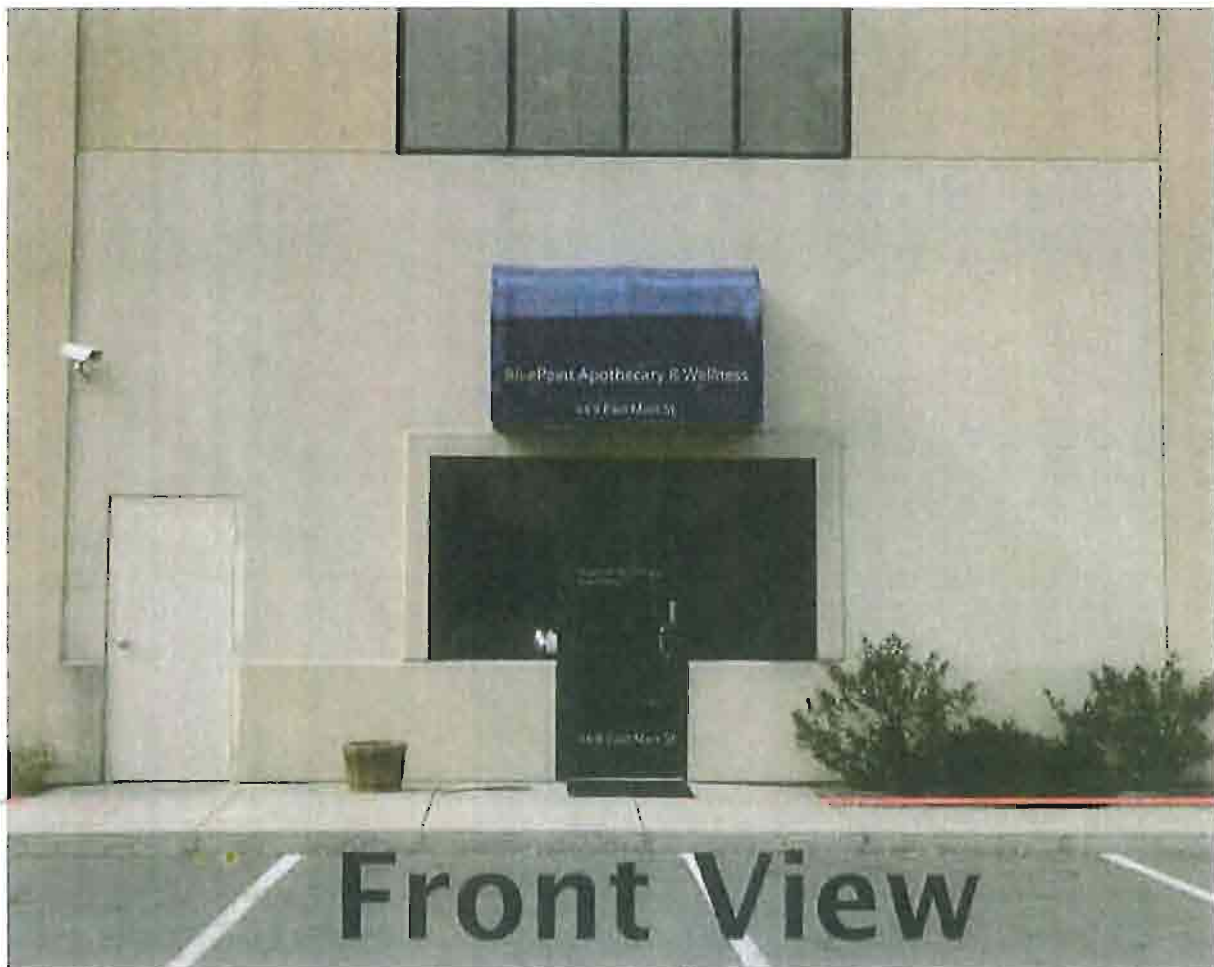
If you have any concerns regarding the nature of this acknowledgement, please contact me.

Sincerely,

Jerry Mastrangelo

B. LOCATION AND SITE PLAN: #4

1. Bluepoint Apothecary's text and graphic material that will be shown on the exterior of the proposed dispensary facility.
 - BluePoint Apothecary & Wellness
469 East Main Street
 - No pictures or symbols will be present inside or outside Bluepoint Apothecary.



B. LOCATION AND SITE PLAN: #5

Photographs of surrounding neighborhood at 469 East Main Street



B. LOCATION AND SITE PLAN: #5

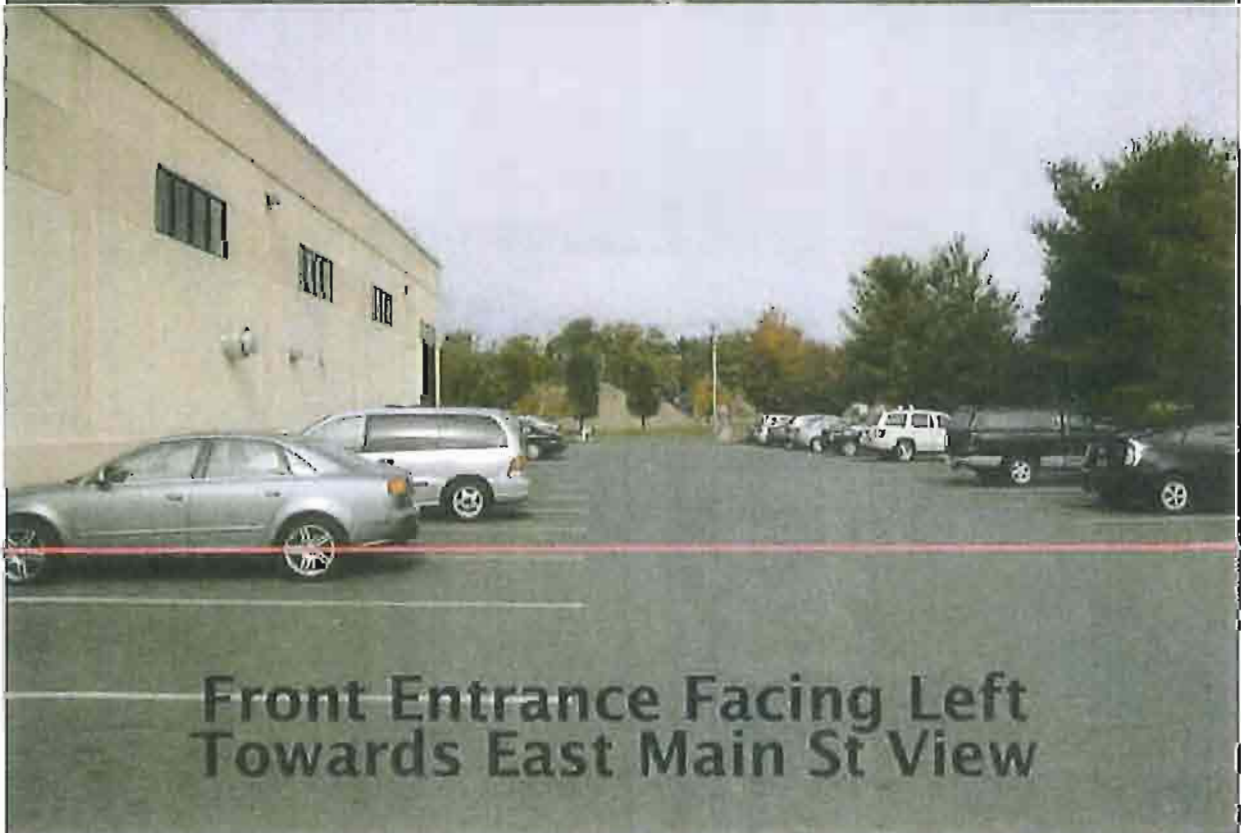


Front View 2



**Looking Out Front-Entrance
Facing Right View 2**

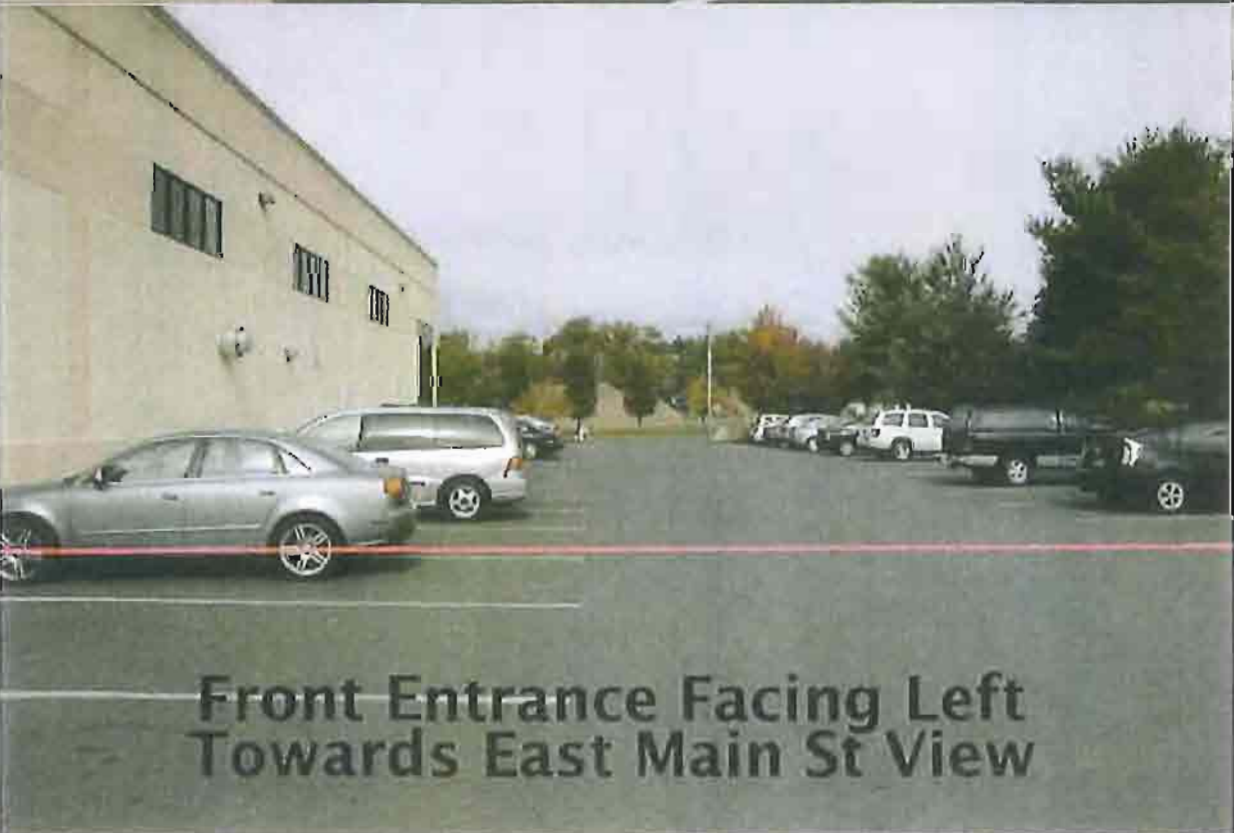
B. LOCATION AND SITE PLAN: #5



B. LOCATION AND SITE PLAN: #5



Front Entrance Slight Left View



**Front Entrance Facing Left
Towards East Main St View**

B. LOCATION AND SITE PLAN: #6
SITE PLAN

TOWN BASIN PLANTING AND MAINTENANCE PLAN

This plan includes all of the trees to be planted and the maintenance and care of these trees as well as the trees to be removed and the replacement of these trees. The plan also includes the planting and maintenance of the trees in the town basin. The plan also includes the planting and maintenance of the trees in the town basin.

EROSION CONTROL NOTES

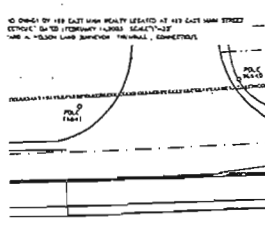
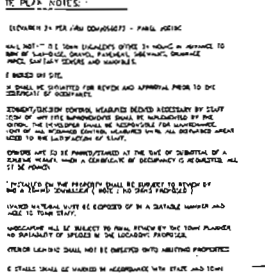
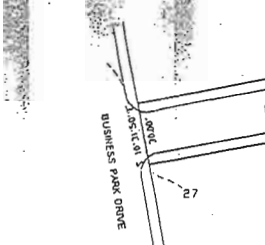
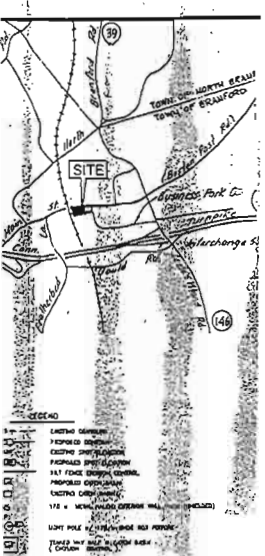
1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS. 2. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS. 3. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

CONSTRUCTION NARRATIVE

1. ALL UTILITIES SHALL BE LOCATED AND DEPTH AS SHOWN ON THESE PLANS. 2. ALL UTILITIES SHALL BE LOCATED AND DEPTH AS SHOWN ON THESE PLANS. 3. ALL UTILITIES SHALL BE LOCATED AND DEPTH AS SHOWN ON THESE PLANS.

ZONING DATA TABLE - SPECIAL DEVELOPMENT AREA (10-2)

REQUIREMENT	REQUIREMENT
MINIMUM LOT AREA	MINIMUM LOT AREA
MINIMUM LOT FRONTAGE	MINIMUM LOT FRONTAGE
MINIMUM FRONT YARD SETBACK	MINIMUM FRONT YARD SETBACK
MINIMUM SIDE YARD SETBACK	MINIMUM SIDE YARD SETBACK
MINIMUM REAR YARD SETBACK	MINIMUM REAR YARD SETBACK
MINIMUM BUILDING HEIGHT	MINIMUM BUILDING HEIGHT
MINIMUM BUILDING FOOTPRINT COVERAGE	MINIMUM BUILDING FOOTPRINT COVERAGE
MINIMUM LOT COVERAGE	MINIMUM LOT COVERAGE



PLANNING NOTES:
1. ALL UTILITIES SHALL BE LOCATED AND DEPTH AS SHOWN ON THESE PLANS.
2. ALL UTILITIES SHALL BE LOCATED AND DEPTH AS SHOWN ON THESE PLANS.
3. ALL UTILITIES SHALL BE LOCATED AND DEPTH AS SHOWN ON THESE PLANS.

I HEREBY CERTIFY THAT THIS MAP IS SUBSTANTIALLY CORRECT TO MY KNOWLEDGE AND BELIEF, AND WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ZONING ORDINANCE.

DATE	ISSUE
9-3-03	P&Z APPLICATION
10-10-03	ADD DETENTION BASIN
12-24-03	ADD WETLAND COMMENTS
12-18-03	SITE DRAINAGE
12-18-03	P&Z APPROVAL COMMENT
1-22-04	CI.DOT COMMENTS
2-24-04	CI.DOT COMMENTS
6-8-04	REV.GRADES&STORM INV.
7-26-04	REV.BY-PASS LANE
8-11-04	REV.BY-PASS PER D.O.T.

PDS ENGINEERING & CONSTRUCTION, INC.
197 Old Water Road
Branford, Connecticut 06405
Telephone: (860) 242-8826
Fax: (860) 242-6587

CONSULTANTS:

RECEIVED
SEP 3 2004
BRANFORD PLANNING & ZONING COMMISSION

PROJECT NAME:
PLANET FITNESS
469 EAST MAIN STREET
BRANFORD, CONNECTICUT

RECEIVED
JUN 18 2013
BRANFORD PLANNING & ZONING COMMISSION
022612-16-5

ENGINEER: FB
ARCHITECT:
PROJECT MGR:
DRAFTED BY: BF

DRAWING TITLE:
SITE GRADING & UTILITY PLAN

B. LOCATION AND SITE PLAN: #7

7. A Map Identifying all places primarily used 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 proposed dispensary location.
- **No sensitive places to identify as mentioned above within 1000 feet from proposed location.**
-

B. LOCATION AND SITE PLAN: #8

- a. The location and square footage of the area which will constitute the dispensary department from which marijuana and marijuana products will be sold;
 - [REDACTED]
- b. The square footage of the overall dispensary facility;
 - [REDACTED]
- c. The square footage and location of areas used as storerooms or stockrooms within the dispensary department;
 - [REDACTED]
- d. The size of the counter that will be used for selling marijuana and marijuana products within the dispensary department;
 - **Please see attached diagram**
- e. The location of the dispensary facility sink and refrigerator, if any;
 - **See floor plan attachment**
- f. The location of all approved safes and approved vaults that will be used to store marijuana and marijuana products;
 - **See floor plan attachment**
- g. The location of the toilet facilities;
 - **See floor plan attachment**
- h. The location of a break room and location of personal belonging lockers;
- i. The location and size of patient counseling areas, if any;
 - **See floor plan attachment**
- j. The locations where any other products or services, in addition to marijuana and marijuana products, will be offered, if any; and
 - **All products will be offer at the dispensary department**
 - **All services will be offered in counseling rooms**
- k. The location of all areas that may contain marijuana and marijuana products showing the location of walls, partitions, counters and all areas of ingress and egress.
 - **Please see dispensary department**

E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE: #1 and #4

*The attached Operating Agreement satisfies the requirement for Bluepoint Apothecary's RFA part E. FINANCIAL STATEMENTS AND ORGANIZATION STRUCTURE sections (1.) and (4.).

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

**BLUEPOINT APOTHECARY, LLC
A Manager-Managed Limited Liability Company**

THIS OPERATING AGREEMENT is made by and among those persons listed on Schedule A attached hereto, all of whom have executed a copy of this Agreement.

WITNESSETH:

WHEREAS, effective July 26, 2013 certain Articles of Organization were accepted by the Connecticut Secretary of State for the formation of Bluepoint Apothecary, LLC, a Manager-Managed limited liability company created and operated in accordance with the Connecticut Limited Liability Act, Chapter 613 of the Connecticut General Statutes, §§ 34-100 through 34-299 et seq. as subsequently amended and redrafted, and there was an operating agreement dated July 25, 2013, which set forth certain terms for the governing of the business, and

WHEREAS, at the time of the formation of the LLC, there was one existing Member, Nicholas Tamborrino, who was also the Manager, and it is now the intent of the LLC to admit a new Member, Andrew Semmel, to the existing LLC by way of the adoption of this agreement and its terms, and

WHEREAS, the undersigned wish to establish this Agreement, as it may from time to time be amended as provided herein, as the sole operating agreement of the Company and wish that its terms replace and supersede the terms of any prior operating agreement. Therefore, all provisions of this document shall be construed consistent with the afore-described intention of the Members.

NOW, THEREFORE, in consideration of the conditions contained herein, it is hereby agreed as follows:

ARTICLE I.

COMPANY FORMATION

1.1. Formation. The Company was formed as a limited liability company under the Connecticut Limited Liability Act by filing the Articles of Organization with the Connecticut Secretary of State on July 26, 2013, the date on which the Articles of Organization were accepted by filing by the Secretary of State.

1.2. Name. The name of the Company is: Bluepoint Apothecary, LLC.

1.3. Registered Agent. The Registered Agent shall be National Registered Agents, Inc., One Corporate Center, Hartford, CT 06103-3220, bearing no residential address.

1.4. Principal Place of Business. The location of the principal place of business of the Company shall be: 857 Post Road, Unit 117, Fairfield, CT 06824, or at such other place or places as the Manager from time to time determine.

1.5. Term: The Company shall continue until the date upon which the Company is to dissolve as specified in the Articles of Organization unless dissolved by:

(a) A vote by the Manager for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing a dissolution of a Limited Liability Company under the laws of the State of Connecticut.

1.6. Business Purpose. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the State of Connecticut.

1.7. Ownership Interest. The percentage of the Company owned each Member as described in Schedule A, relevant for purposes of voting, or the transfer or sale of said interest as done in accordance with the provisions of this agreement. The Ownership Interest is sometimes referred to herein as the "Voting Interest," and is relevant to the profits and losses derived from the operation of the Company, or distributions of the Company, which are more fully discussed elsewhere in this agreement.

1.8. The Members. The name, place of residence, and percentage of ownership and voting Interest of each Member are contained in Schedule A attached to this Agreement.

1.9. Admission of Additional Members. Except as otherwise expressly provided in the Agreement, no additional Members may be admitted to the Company without the prior written consent of the Manager.

ARTICLE II.

CAPITAL

2.1. Capital Accounts. Capital accounts of the Members will be determined by the provisions of this Article, and any other article or schedule as referenced herein; specifically, each Member's capital account will consist of the initial capital of the Members as defined in Article 2, Section 2.2, below, plus the capital changes defined herein. in Article 2, Section 2.3 and 2.4, below.

A capital account balance is defined as each Member's initial capital contribution and opening capital account balance plus the income allocated to each Member each year, and any additional contributions made by each Member, reduced by losses allocated to each Member each year, or distributions made to each Member each year.

(a) Additionally, it is agreed that all profits, losses, contributions, or distributions of the company through July 12, 2013 will be assigned to or from the capital account of Nicholas Tamborrino.

2.2. Initial Contributions. As of the time of the formation of this Agreement, each Member has contributed capital to the LLC as described in Schedule B.

2.3. Capital Changes. From time to time, in accordance with the disbursement schedule, there may be changes to the capital balances of the Members as follows:

(a) Capital changes per this subsection will be determined in Article 3, Section 3.2, less any distributions made as provided in Article 3, Section 3.3 plus any additional capital contributions made by the Members from time to time in accordance with Article 2, Section 2.4, below.

2.4. Additional Contributions. No Member shall be required to make any additional contribution to the Company's capital except in the following situations:

(a) Purchase of another Member's Interest, provided that the other Member has manifested a right to sell or transfer a portion of her interest, and it is approved by the existing Member, or Members as the case may be, in the case that such manifestation does not trigger a dissolution; and/or

(b) From time to time as the Members shall meet and take a vote as to whether additional capital should be contributed by the Members.

ARTICLE III.

PROFITS, LOSSES AND DISTRIBUTIONS.

3.1. Profits / Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis, beginning with January 01 and ending with December 31, and shall be allocated to the Members and accounted for as outlined in Articles 3, Sections 3.2 and 3.3. Profits are defined as revenues billed or collected.

3.2. Profits and Losses of the Business. For purposes of this Article, profits or losses of the business will be defined as revenues from all sources, less all ordinary and necessary expenses to operate the business, and debts of the business paid in due course.

(a) **Profits.** If the amount determined in Article 3.2 is a profit, it will be allocated as follows:

(1) 80% of profits shall be contributed to Nicholas Tamborrino's capital account, and 20% of profits shall be deposited to Andrew Semmel's capital account.

(b) **Losses.** If the amount determined in Article 3, Section 3.2 is a loss, it will be allocated to the Members as follows 80% to Nicholas Tamborrino and 20% to Andrew Semmel.

3.3. Distributions. The Company shall make distributions to its Members in accordance with one of the provisions of this subsection of Article 3.

(a) Any profits calculated in accordance with Article 3 will only be distributed should the Member seeking a distribution have a positive capital balance, as approved by the Manager.

(b) Distributions in liquidation of the Company, or in liquidation of a Member's interest, shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-I(b)(2)(ii)(b)(2). To the extent that a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-I(b)(2)(ii)(d).

ARTICLE IV

MANAGEMENT.

4.1. Management of the Business. The name and place of residence of the Manager is attached as Schedule A of this Agreement. By a vote of the Members holding a majority of the Voting Interests in the Company, as set forth in Schedule B as amended from time to time, shall elect one manager. The initial Manager is Nicholas Tamborrino, of 857 Post Road, Unit 117, Fairfield, CT 06824.

4.2. Right to Manage. The Manager shall have the right to control and manage the Company consistent with any written policy established by the Membership.

4.3 Powers of Managers. Without limiting the generality of Section 4.2, above, the Manager shall have the power and authority on behalf of the Company, to take the following action on behalf of the Company:

(a) Purchase liability and other insurance to protect the Company's property and business.

(b) Hold and own any company real and/or personal properties in the name of the Company.

(c) Oversee the management to ensure compliance with the easement and terms of other management agreements.

(d) Invest any Company funds temporarily.

(e) Purchase inventory on behalf of the Company.

(f) Employ on behalf of the Company such persons, firms, or corporations (including, without limitation, any Member or entities or persons related to, affiliated with, or controlled by any Members) as the Manager, in its discretion, shall seem advisable, for or in connection with the operation and management of the business of the Company and for the performance of carrying out the operation of the Company, including but not limited to accounting, legal services, and temporary and full-time contractual services.

(g) Recommend when and in what amounts distributions shall be made in accordance with Article 3 of this Agreement.

(h) Estimate what is needed for the Management Reserve Fund and recommend when an assessment or loan is needed pursuant to this Agreement.

(i) File on behalf of the Company all required local, state, and federal tax returns relating to the Company and make or fail to make, in its discretion, any and all elections required or permitted by the Internal Revenue Code, or the regulations thereunder, or by the laws governing any state or local tax.

(j) File on behalf of the Company any required papers or reports with any creditor, tax authority, legal counsel, state or federal agency.

(k) Execute, or cause to be executed by way of delegation, on behalf of the Company all instruments and documents, including, without limitation: checks, drafts, loans, notes and other negotiable instruments, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property; bills of sale; leases; and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company.

4.4. Delegation of Authority. Nothing within the provisions of this Agreement shall be read to preclude the Manager from delegating authority or oversight to any Member, including the requirement of bookkeeping in any manner that the Manager deems necessary or advisable. However, all bookkeeping shall be provided for review to the Manager monthly or at other set increments as determined by the Manager.

4.5. Removal of a Manager. A Manager may be removed as Manager with or without cause, but only upon the affirmative vote or written consent of Members holding a majority of the Voting Interest.

4.6. Management Reserve Fund. Prior to the start of any new year, the Manager has the right to request a Manager Reserve Fund which can be approved by a vote of the majority interests.

The Management Reserve Fund shall mean an amount of money to include 25% of the estimated budget expenses for the company for the coming year.

4.7. Nominee. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.8. Exculpation. Any act or omission of the Manager, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

4.9. Management Fee. Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services as all Members agree upon.

ARTICLE V

MEMBERS

5.1. Members. The liability of the Members shall be limited as provided pursuant to applicable law. Members may take part in the control, management, direction, or operation of the Company's affairs and shall have powers to bind the Company only if so consented-to by the Manager. Any legally binding agreement must be signed by the Manager.

(a) Any decision that involves a sale of the business, a loan, an acquisition of another company, or the leasing or purchasing of commercial space must have the written consent of the Manager.

(b) All day to day decisions and management of the LLC will be made by the Manager, unless designated in writing to another Member.

5.2. Powers of the Members. The Manager may designate any power to any Member if in writing, who will only then be authorized on the Company's behalf to make all decisions in accordance with Articles 4 and Article 5, as to: (a) The sale, development, lease, or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) The management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) The compromise or release of any of the Company's claims or debts; (g) The employment of persons, firms or corporations for the operation and management of the company's business; (h) Recommend when and in what amounts distributions shall be made in accordance with Article 3 of this Agreement; (i) File on behalf of the Company all required local, state, and federal tax returns relating to the Company and make or fail to make, in its discretion, any and all elections required or permitted by the Internal Revenue Code, or the regulations thereunder, or by the laws

governing any state or local tax; and (j) File on behalf of the Company any required papers or reports with any creditor, tax authority, legal counsel, state or federal agency. In the exercise of their management powers, the Members are authorized to execute and deliver (a) all contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts, and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements, and other similar documents; and (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

5.3. Duties and Obligations of the Members. The Members shall take all actions which may be necessary or appropriate for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Connecticut as determined by the Manager.

(a) Each of the Members shall devote to the Company such time as may be necessary for the proper performance of its duties hereunder. This may require such time to be devoted to the successful running of the Company and other duties imposed by the Manager.

(b) The Members shall, in connection with the performance of their duties hereunder, comply and shall cause the Company to comply, in all respects with the laws of the United States, the State of Connecticut, and any other applicable jurisdiction, and with the rules and regulations of any government personal promulgated thereunder.

(c) Each Member shall have a duty of loyalty to the Company. Each Member specifically agrees: (a) to account to the Company and hold as trustee for the company, any property, profit or benefit derived by such Member in the conduct and winding up of the Company business or derived from a use by the Company of Company property, including the appropriation of a Company opportunity, and (b) to refrain from dealing with the Company in the conduct or winding up of the Company business as or on behalf of a Company having an interest adverse to the Company.

5.4. Indemnification of the Members. None of the Members nor any of their respective affiliates shall be liable to the Company or any Member for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Member. The Company shall, to the fullest extent permitted by law, but only to the extent of the assets of the Company, and without recourse to the separate assets of the Members, indemnify and save harmless each of the Members from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Company, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Members shall be entitled to indemnification by the Company against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Member or affiliates, in connection with the defense of any suit or action to which such Members or its affiliates are made a party by reason of its position as a Member or an affiliate of such Member herein, to the fullest extent permitted under the provisions of this Agreement, the Act or

any other applicable statute, unless done in bad faith, and unless the Member(s) holding a majority interest(s) determine(s) otherwise.

5.5. Limited Liability of the Members. Nothing herein shall make any Member or affiliate of a Member liable in any way for the acts, omissions, liabilities, or obligations of another Member. No personal assets of any individual Member shall be used to satisfy debts, liabilities, or any other expenses incurred by the Member, or by any individual Member acting on behalf of the Company, unless specifically set forth herein by nature of contributions, assessments, or reimbursements. In no way will any judicial, creditor, or mechanical liens be able to be satisfied by Company property. Any individual Member's interest in the Company cannot be used to satisfy these liens, nor can any lien so attach.

5.6. Reimbursement. The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

MISCELLANEOUS

6.1. Nominee. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Manager may designate. The Manager shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

6.2. Company Information. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in any Member's possession regarding the Company or its activities. The exercise of the rights contained shall be at the requesting Member's expense.

4.10. Records. The Members shall cause the Company to keep at its principal place of business or at another location agreeable by the Member(s) holding the majority interest(s), the following:

(a) A current list in alphabetical order of the full name and the last known street address of each Member;

(b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of any financial statements of the limited liability company for the three most recent years.

6.4. Meetings. Meetings may be called by any Member. The meeting must be scheduled and agreed to in writing, and at least thirty (30) days notice must be given for a meeting, unless otherwise agreed to by the Member(s) holding the majority interest(s). The purpose of the meeting must be disclosed concurrent with the scheduling. A meeting may be held at the principal place of business unless another location is agreed to by the Member, or electronically or telephonically. Additionally, the Members agree to meet from time to time for the purpose of voting on draw amounts and frequency.

ARTICLE VII

BOOKKEEPING

7.1. Books. The Manager shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Member(s) holding a majority voting interest. Such books shall be kept on such method of accounting as the Member(s) holding the majority interest shall select. The company's accounting period shall be the calendar year.

7.2. Member's Capital Accounts for Purposes of Bookkeeping and Taxation. The Manager shall maintain separate capital and distribution accounts for each Member. Each Member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv).

7.3. Reports. The Manager, or his designee, shall close the books of accounts after the close of each calendar year, and shall prepare and send to each Member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

7.4. Company Information. Upon request, the Managers shall supply to any Member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this Article 7.4 shall be at the requesting Member's expense.

ARTICLE VIII

RESTRICTIONS ON TRANSFER OF INTEREST

8.1. Neither of the Members shall, without the written consent of the Member(s) holding the majority interest, sell, assign, pledge, transfer, or in any way dispose of or encumber his share of the interest in this Company. If the Member holding the majority Voting Interest consents, the following must first occur prior to any sale or transfer:

(a) First, the Member wishing to sell, hypothecate, pledge, transfer, assign, or otherwise dispose of its Ownership Interest shall make a written offer to sell such interest to the other Member(s) at a price determined in writing, either by agreement or in accordance with the provisions contemplated below. At this point the exiting Member may not make this intention publicly known. All current Members have the right of first refusal to purchase the exiting Member's interest for the agreed purchase price. If there are more than one current remaining Members, remaining Members may combine funds to purchase the exiting Member's interest. If the Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale, such Member must first get approval before making the intent to sell the business publicly known. If approval is given, the Member disposing of his or her Interest must comply with the provisions outlined in (b) below, as well as all other applicable laws and provisions pertaining to same. Otherwise, the Member with the majority Voting Interest must begin liquidation or must otherwise work to dissolve the withdrawing Member's interest; however, during this period the exiting Member may make the sale of his or her interest known by providing public notice regarding same, and prior to any sale being considered for approval the exiting Member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. After this point, current Members have sixty (60) days to buy exiting Member's interest if they so desire.

(b) Pursuant to the applicable law, the Member with the majority Voting Interest must approve the sale of exiting Member's interests to grant full Membership benefits and functionality to the new Member; otherwise, the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or Member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting Member must disclose to buyer or assignee if current Members will not approve the sale.

(c) Nothing contained in this Article shall be deemed to prohibit any Member from transferring to any Person its payable Interest; provided that no such assignment of a Member's Transferable Interest shall entitle the transferee to become a Member, to interfere or otherwise participate in the management or conduct of the affairs or business of the Company, to require access to any information on account of Company transactions or to inspect the books and records of the Company. The transferee Member's sole connection with or rights against the Company or any other Member is (i) to receive, in accordance with the transfer, distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Company, in accordance with the transfer, an account of Company transactions only from the date of the latest account agreed to by all of the Members and the net amount otherwise distributable to the transferor. The transferor Member retains the rights and duties of a Member other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Member under this Agreement or the Act. The Company shall, upon receipt of written notice of transfer of the Member's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Company's books in accordance with this provision. The Company shall not give effect to the transfer of a Member's Transferable Interest

until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

ARTICLE IX

WITHDRAWAL, DEATH OR INCAPACITATION, OR DISSOCIATION

9.1. Withdrawal. A Member who voluntarily withdraws from the Company, as provided for in relevant law, must give at least ninety (60) days written notice to the other Members. Failure to do so, or if in any other manner the withdrawal is otherwise wrongful or attributable to the wrongful conduct of the Member, the Company may recover from the withdrawing Member damages for breach of the operating agreement or as a result of the wrongful conduct, including the reasonable cost of obtaining replacement of the services the withdrawn Member was obligated to perform and may offset the damages against the amount otherwise distributable to such Member, in addition to pursuing any remedies provided for in the operating agreement or otherwise available under applicable law.

9.2. Death or Incapacitation. Upon the death or incapacitation of a Member, the Member's estate or beneficiary or beneficiaries, as the case may be, shall be entitled to receive from the Company, in exchange for all of the deceased's ownership interest, the value of the Member's interest in the Company at the time, as defined in herein. Such value payment must be made within one-hundred eighty (180) days following the death of the Member. The Member's estate or beneficiary or beneficiaries, shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member, and shall only have the rights of an Assignee and be entitled to receive only the value of the Member's Interest at the time of the Member's death.

9.3. Dissociation. A Member is dissociated from the Company upon the occurrence of any of the following events:

(a) The Company having received notice of the Member's express will to withdraw as a Member as provided for in this Agreement;

(b) The Member's expulsion by a unanimous vote of the other members if: (1) It is unlawful to carry on the Company business with such Member; and/or (2) There has been a transfer of all or substantially all of such Member's Transferable Interest in the Company other than a permitted transfer for security purposes, or a court order charging the Member's Company Interest, which has not been foreclosed;

(c) On application by the Company, or another Member, the Member's expulsion by judicial determination because: (1) The Member engaged in wrongful conduct that adversely and materially affected the Company's business; (2) The Member willfully or persistently committed a material breach of the Agreement or a duty owed to the Company or other Members as defined herein; and/or (3) The Member engaged in conduct relating to the Company's business which

makes it not reasonably practicable to carry on the business with the Member. However, before the actions prescribed by this subsection may be exercised, the provisions of subsection (h) of this Section and Article must first be complied with;

(d) The Member's: (1) becoming a debtor in bankruptcy; (2) Executing an assignment or the benefit of creditors; (3) Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Member or all or substantially all of the Member's property; and/or Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Member or of all or substantially all of the member's property obtained within the Member's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

(e) In the case of a Member who is an individual: (1) the Member's death; (2) the appointment of a guardian or general conservator for the Member; and/or (3) a judicial determination that the Member has otherwise become incapable of performing the Member's duties under the Agreement;

(f) The Member's direct or indirect transfer of all or any portion of its Membership Interest in violation of this Agreement.

9.4. Valuation of Exiting Members Interest. If a Member withdraws from the Company without resulting in a dissolution and winding up of the Company, the exiting Member will be entitled to a return of their capital balance at the time of the exiting Member's dissociation, which is considered to be the exiting Member's capital contributions and all profits and losses assigned or assignable to the Member as of the date of withdrawal or dissociation

9.5. Distribution of Exiting Members Interest. Upon determination of the value of the exiting Members' interest value, the value will be a debt of the Company.

(a) The Company shall make any payments as determined payable in 11.3 if the business is profitable, and the exiting Member shall receive his payment with the same timeliness that the any existing Member receives distributions from the profits of the business. In no case will any such distribution due an exiting Member remain outstanding to that Member more than 180 days after a distribution from the same business profit was made to existing Member(s), unless a payment plan is implemented in accordance with subsection (c) below.

(b) The Company will only be required to make payments towards exiting Members' debt if the Company is profitable and if it has first passed income to its current Members.

(c) In the Event that the amount owed the exiting Member still remains outstanding after one-hundred eighty (180) days, and the Company is unable to make a full payment of the capital balance owed the exiting Member, the Company will make payments of at least twenty percent (20%) of the value of the exiting Member's capital account, until such capital account is completely depleted, at least every thirty (30) days, with the first payment commencing on the one-hundred eightieth day and continuing thereafter. .

(d) If the Company dissolves, exiting Member will be a regular debtor and payment will follow normal the agreement pertaining to such set forth in this Agreement.

(e) Exiting Members' value of Membership interest it assigned current Members may not accrue interest.

(f) The Company can pay off amount owed to exiting Member at any time sooner if it so desires.

(g) The exiting Member may request an accounting at any time its debt remains outstanding and such accounting shall be furnished within at least thirty-days of such request.

(h) There shall be transferred to the withdrawing Member, as soon as the transfer can be promptly effected with the insurance company, all of the right, title, and interest of the other Members in the insurance policy on his life, taken out pursuant to the provisions of Article X above. Such transfer shall be in full payment for all of the withdrawing Member's proportionate share of the goodwill of the Company, including interest in the inventory, tangible personal property, work in process not otherwise specified herein this agreement, and unrealized receivables of the Company.

ARTICLE X

DISSOLUTION AND LIQUIDATION

10.1. Dissolution. The Company shall be dissolved and terminated upon the earliest to occur of the following:

(a) The expiration of ninety (90) days after a Member's dissociation as provided for in this agreement, and the Connecticut General Statutes pertaining to Limited Liability Companies, as referenced herein, unless before such time a Member holding a majority Voting Interest agrees to continue the Company;

(b) The Member(s) with a majority Voting Interest vote to terminate the Company;

(c) The expiration of the term of the Company;

(d) The sale of other disposition of all or substantially all of the Company assets by the Company;

(e) An event which makes it unlawful for all or substantially all of the business of the Company to be continued which is not cured within ninety (90) days after notice to the Company of such event; or

(f) Entry of a decree of judicial determination of dissolution for any reason under the applicable laws.

10.2. Liquidation. Upon dissolution of the Company, the Members, other than a Member who has wrongfully dissociated, shall wind up the affairs of the Company and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement.

10.3. Liquidator. Upon dissolution, the Manager shall participate as the Liquidator and shall oversee the liquidation of the Company, and apply and distribute the proceeds as provided in this Agreement and cause the filing of the articles of dissolution as required by the Act, as also provided herein.

10.4. Accounting. Upon dissolution of the Company, a full accounting of the assets and liabilities of the Company shall be promptly undertaken in accordance with generally accepted accounting principles by the independent public accountant regularly employed by the Company, and the Member(s) and/or the Liquidator shall wind up the Company's affairs by completing any business then in progress, liquidating its assets to the extent practicable, and in applying its funds and remaining assets as provided in Article IX and XI of this Agreement. A copy of such statement shall be furnished to each Member within thirty (30) days after dissolution.

10.5. Distributions. As soon as possible after the dissolution of the Company and winding up of its affairs the funds and assets of the Company remaining after completion of Company business, the liquidation of Company assets, shall be applied and distributed by the later of the close of the taxable year of liquidation or ninety (90) days after the liquidation as follows:

(a) First the Company shall its creditors, including Members who are creditors, to the extent permitted by law, and in the order of priority provided by law, in satisfaction of liability of the Company other than liabilities for distribution to Members;

(b) Then, to the Members in proportion to the Members Interests until the Members' capital account reaches zero; however, only such Members with a positive capital account balance shall participate in the liquidation and distribution.

10.6. Liquidating Trust. Distributions pursuant to this Article may be distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed the Company, and paying any contingent unforeseen liabilities or obligations of the Company. The assets of such trust shall be distributed out of or in connection with the Company. The assets of any such trust shall be distributed to the Members by the later of the close of the taxable year or liquidation or within ninety (90) days after liquidation in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement.

10.7. Statement of Dissolution. After the dissolution of the Company, the Member holding the majority Ownership Interest shall file on behalf of the Company the articles of dissolution in the office of the Secretary of State which set forth: (1) the name of the limited liability company; (2) the reason for filing the articles of dissolution; (3) the effective date, which shall be a date

certain, of the articles of dissolution if they are not to be effective upon the filing; and (4) any other information the Members or managers filing the articles of dissolution may determine.

10.8. Continuation for Income Tax Purposes. Notwithstanding the dissolution of the Company, until termination, the business of the Company and the affairs of the Members shall continue to be governed by this Agreement and the Company shall be deemed to continue for Federal income tax purposes until its affairs have been wound up and the Company liquidated.

ARTICLE XI

GENERAL PROVISIONS

11.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Members for this purpose shall be those stated on Schedule A attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

11.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, both substantive and remedial.

11.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

11.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Members and their personal representative, successors and assigns.

11.5. Dealings in Good Faith; Best Efforts. Each Member hereby agrees to discharge its duties to the Company and the other Members under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Member further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Member agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

11.6. Additional Members. Each additional or successor Member shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Members with a voting interest of 50% or greater shall determine. By so signing, additional or successor Member, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement;

provided, however, that no such counterpart shall be binding until the provisions of this Agreement, as applicable, shall have been satisfied.

11.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

11.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

11.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

11.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

11.11. Gender. Words of the masculine, feminine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

11.12. Attorneys' Fees. In the event any Member institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

11.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, company, Company, association or other entity, other than the parties hereto and their respective legal representatives and permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

ARTICLE XII

DISPUTE RESOLUTION

12.1. Disputes Among Members. The Members agree that in the event of any dispute, or disagreement, solely between or among any of them arising out of, or relating to or in connection with this Agreement, or the Company or its organization, formation, business, or management ("Member Dispute"), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Agreement by good-faith negotiation and mutual agreement. The Members shall meet at a mutually convenient time and place to attempt to resolve any such dispute. However, in the event that the Member are unable to resolve any Member Dispute, such

parties shall first attempt to settle such dispute through a non-binding mediation proceeding, by a neutral, mutually chosen third-party mediator. In an event that any party to the mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

(a) Any Member may commence a mediation proceeding by serving written notice thereof to the other Members, by mail or otherwise, designating the issue(s) to be mediated, and the specific provisions of this Agreement under which such issue(s) and dispute arose. The initiating party shall simultaneously file two copies of the notice with the American Arbitration Association along with a copy of this Agreement. A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of mediation, to the extent the mediation results are accepted by the other Members as provided herein. A Member who withdraws shall have no further right to participate in the Member Dispute.

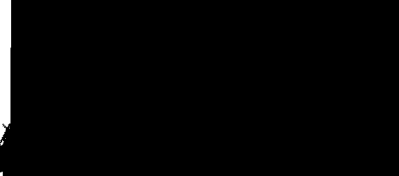
(b) The Member's right to choose a mediator as provided in herein, must be asserted within five (5) days of commencement of action. If not, then a mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA. And such mediation will be conducted in accordance with the AAA provisions.


12.2. Arbitration. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules"). A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the Arbitration. By doing so, such Member will forfeit their rights to participate in the Member Dispute. Arbitration proceedings will be conducted under the Rules of the AAA. Arbitration proceedings will be conducted under a panel of one, neutrally chosen arbitrator, with experience in the subject area. If such arbitrator cannot be agreed upon within five (5) business days, then an Arbitrator will be selected by the AAA.

12.3. Applicable Case Law. All of Connecticut case law and statutes shall govern in such a proceeding.

12.4. Final Judgment. In the event that an action is sought to review the Award or Decision rendered by the arbitrator in the Member Dispute, including but not limited to, any action to confirm, vacate, modify, challenge, or enforce the arbitrator's decision or award, it shall be filed in a court of competent jurisdiction in the same county where the arbitration of the Member Dispute was conducted, and Connecticut law shall apply to any such subsequent action or proceeding.

IN WITNESS WHEREOF, the parties have executed this Limited Liability Company Operating Agreement on the date first above written:

Nicholas Tamborrino (written)  (signed) 11/14/13 (dated)


Andrew Semmel (written)  (signed) 11/14/13 (date)

WITNESS ONE:

On this 14th day of November, 2013, personally appeared Nicholas Tamborrino and Andrew Semmel, and on their own volition and will signed this agreement:

Amanda Hewitt

Witness Name

 _____
Witness Signature

WITNESS TWO:

On this 14 day of November, 2013, personally appeared Nicholas Tamborrino and Andrew Semmel, and on their own volition and will signed this agreement:

Laura Laudisi

Witness Name

 _____
Witness Signature

SCHEDULE A

MEMBERS' NAMES, ADDRESSES AND PERCENTAGE INTERESTS

NAME	ADDRESS	OWNERSHIP INTEREST
Nicholas Tamborrino	[REDACTED]	[REDACTED]
Andrew Semmel	[REDACTED]	[REDACTED]

SCHEDULE B

MEMBERS' NAMES AND INITIAL CONTRIBUTIONS

Member Name: Nicholas Tamborrino

Initial Contributions:



(SCHEDULE B CONTINUED...)

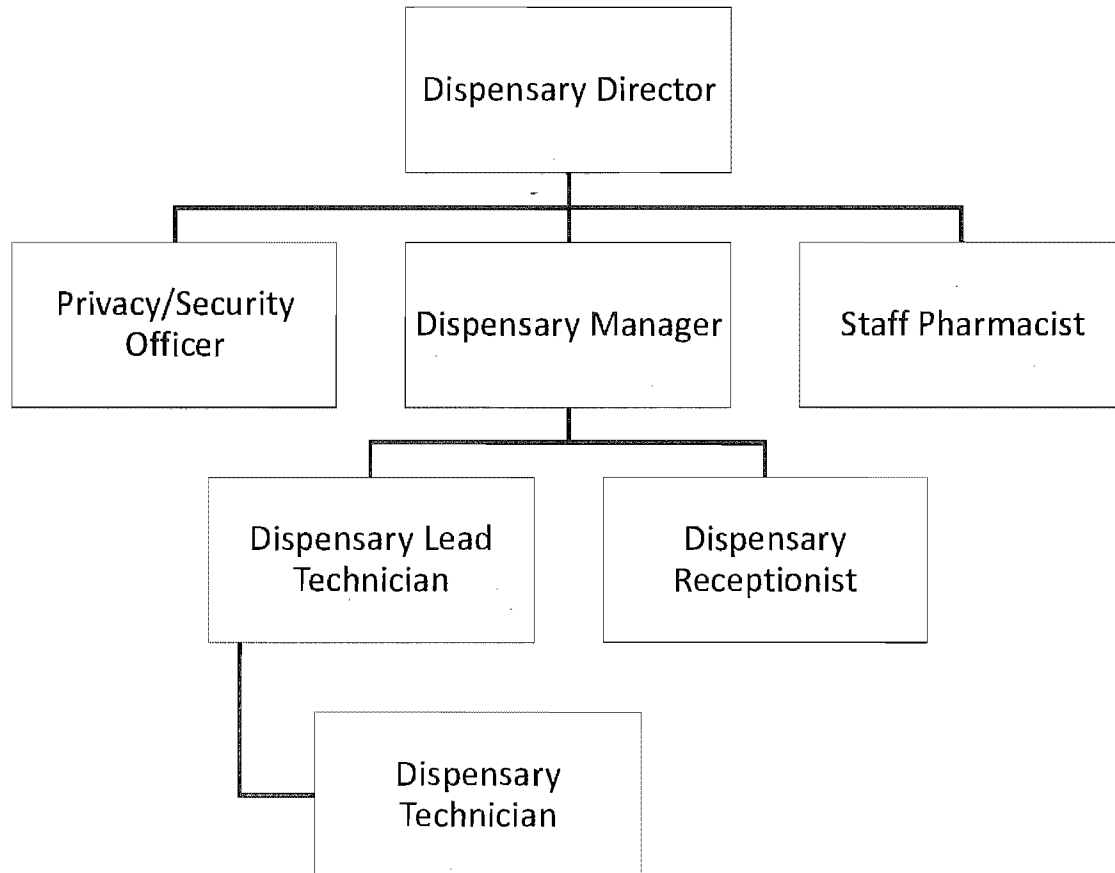
Member Name: Andrew Semmel

Initial Contributions:



E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE #2

First Year Organizational Structure



Dispensary Director

- Nicholas Tamborrino (Resume attached in next section # 3 Designated Privacy Official)

Privacy/Security Officer

- Nicholas Tamborrino

Dispensary Manager

- Nicholas Tamborrino

Dispensary Staff Pharmacist

- TBD

Dispensary Lead Technician

- TBD

Dispensary Technician

- TBD

Dispensary Receptionist

- TBD

RFA E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE: #3

Bluepoint Apothecary has designated {**Nicholas Tamborrino**} as the **Privacy Official** and Contact Person for the organization.

The Privacy Official is responsible for developing and implementing company policies to comply with the privacy rules.

All staff will be required to participate in HIPPA Pharmacy training program during orientation. Bluepoint Apothecary will have an electronic power point presentation and printed version for staff. Upon completion of viewing the training program, employees will be required to pass an assessment. In addition, all employees will be required to sign a CONFIDENTIALITY AND RESPONSIBILITY AGREEMENT. In addition all patients will be presented with the appropriate HIPPA Forms. Copies can be viewed in Bluepoint Apothecary's Policy & Procedure manual in Section F of the RFA under Employee Working Environment Plan.

These policies and procedures will be maintained for 6 years from the date of their development or the last date they were in effect, whichever is later.

All patients PMI and other sensitive information will be discarded in designated bin. All data will be collected using the following vendor:

Infoshred LLC
3 Craftsman Road
East Windsor, CT 06088
Toll Free: (888) 800-1552
Telephone: (860) 627-5800
Fax: (860) 627-5809

RFA E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE: #3

CONFIDENTIALITY AND RESPONSIBILITY AGREEMENT

I understand that as an employee, vendor, or contractor of **Bluepoint Apothecary**, the performance of my job may require me to access or become aware of confidential information, such as:

- Patient health care and financial information (otherwise known under HIPAA as Protected Health Information or PHI)
- Employee personnel, compensation and health care information
- Physician performance and personnel information
- Business information relating to Bluepoint Apothecary (including financial, administrative, resource management, and other information)

By signing below, I agree to the following:

a. I understand that approval to access and use this information in verbal, written, or electronic (stored in computer) form is a privilege. I also understand that access to the dispensary information is granted to me based only on business or clinical "need to know" standards and the responsibilities of my job as a Bluepoint Apothecary employee. I agree to access information only on patients for whom I have a responsibility. Patient information may be used for research or teaching purposes only when authorized by the Director and in compliance with dispensary Policies and Procedures.

b. I understand that the methods I use to get information may only be used in the performance of my job. I understand that if granted a sign-on code, password, and/or "physical token device" that I accept full responsibility for any use or actions taken with my sign-on code(s), password(s) (codes), physical token device or Personal Identification Numbers (PIN), and recognize that, in some cases, these codes are the equivalent of my signature. The codes will be used only by me and I will not use another person's codes at any time. I will notify a manager should my code(s) be compromised in any way, or if my token (if applicable) is lost or stolen. Violation of this Agreement will result in For Employees: disciplinary actions up to and including immediate termination of your relationship with the relevant dispensary. In addition, violation of this Agreement may result in possible legal action, or fines against you and the organization you represent.

c. I understand that I may not seek access to any information that is not required to do my job. I understand that an audit trail, noting my code(s) or PINs, the patient, or system accessed and the date may be reviewed by the dispensary. I understand that patient information accessed through the computer is considered the same as the patient's medical record and may not under any circumstances be re-disclosed without proper authorization. I agree to access, use, store and dispose of information which I use in a way that ensures continued security and confidentiality in accordance with the dispensary guidelines.

d. I understand that computer hardware, software, and information are considered dispensary property and are subject to and protected by appropriate dispensary procedures.

RFA E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE: #3

e. I understand that the dispensary reserves the right to make modifications to its access program including revoking codes and requesting the return of any token access devices.

f. I understand my access privileges will be revoked if any of the above understandings are violated.

Signature: _____ Date: _____

Print Name: _____

Dispensary Manager: _____

Updated: 8/201

Nicholas Tamborrino, PharmD, MBA



Summary

A Clinical Pharmacist who is passionate and devoted to the pharmacy profession with a strong ability to apply knowledge, skills, and experiences to assure optimal drug therapy outcomes are met for all patients. Over eleven years of experience in multiple areas of pharmacy practice with extensive focus in Managed Care, Healthcare Informatics, Hospital and Retail Practice. Highly organized with the ability to prioritize and carry out several tasks simultaneously.

Education

University of Connecticut
Master of Business Administration
Concentration in Finance/Marketing

Stamford, CT
Dec. 2011

University of Connecticut
Doctor of Pharmacy
Bachelors of Science in Pharmacy Studies

Storrs, CT
May 2002
May 2000

Pharmacy Professional Experience

Yale New Haven Health System
Epic Project Systems Analyst/ Pharmacy Training Coordinator

Stratford, CT
Jan. 2001

Responsibilities:

- Responsible for developing and maintaining course curricula and supporting training materials for YNHHS Pharmacy Departments.
- Builds, tests, and maintains the training environment for new staff, and coordinates training for software upgrades and updates.
- Serves as the education point of contact with pharmacy areas assessing upgrade needs, and overall coordination of teaching activities.
- Provides education and support to hospital staff on clinical information initiatives.
- Serve as a bridge between end users and the Epic implementation staff.
- Provide daily communication with Epic's Willow installation team; reviewing software needs; analyzing business operations, and working with Epic and Clinical, Business, and Subject Matter Experts to tailor the system to fit Yale New Haven Health System's needs.
- Identify opportunities to optimize the implementation through communication with end-users.
- Work closely with other application teams to conduct high-quality planning support for other department end users.
- Provide technical acumen and hands-on expertise to build new and/or modified functionalities.
- Participate in new module implementation and upgrades, as appropriate.

Certifications/Go-Live Experience:

- Epic Willow Inpatient Certified (version 2012)
- Epic Beacon Certified (version 2012)
- Epic Inpatient Orders/CPOE Credentialed
- MST Build Experience
- Go-live Experience - Greenwich Hospital 4/2012, Yale-New Haven Hospital Main Campus 2/2013, Yale-New Haven Hospital St Raphael Campus 6/2013, Bridgeport Hospital 9/2013

CVS/Caremark Clinical Consulting Division

Connecticut

Clinical Advisor for Connecticut/ New York (Westchester County)

Feb. 2006-Jan. 2012

Services offered: Pharmacy Benefit Management Consulting Services

Responsibilities:

- Collaborated with physicians to positively influence patient outcomes both clinically and economically.
- Responsible for academic detailing of Primary Care and Specialty physicians in Disease State Management areas of asthma, cardiovascular disease, diabetes, dyslipidemia, mental health and osteoporosis plus specialty areas of cardiology, endocrinology, gastroenterology, pulmonology, psychiatry, rheumatology, and metabolic disorders.
- Conducted face to face interactions with high value physicians and key opinion leaders (KOL) to improve patient care through utilization/safety reviews and education tools referencing current clinical guidelines.
- Committee member that focused on gathering market intelligence, identifying future trends, and providing competitive insights for program initiatives and improvements.
- Collaborated with mail-order operations to develop a Physician Help Desk.
- Provided ongoing staff development and training for direct physician interaction, formulary management, and client presentations.
- Provided relevant clinical messages to targeted physicians based on company goals & business requirements.
- Demonstrated effective teamwork capabilities through weekly huddles designed to share best practices that create value by enhancing physician encounters.

Awards:

- 2009, 2010 Caremark Gold impact Award
- 2006, 2007 Caremark Silver impact Award
- 2009 Designed and implemented national training module.
- 2007 Accrediting Consulting Excellence (ACE) Level 1

St. Vincent's Medical Center
Clinical Pharmacist Per-diem

Bridgeport, CT
Jan. 2009

Responsibilities:

- Act as clinical support for ICU and Telemetry floors.
- Compounds and dispenses pharmaceuticals, including sterile, chemotherapy, and parenteral nutrition products accurately using USP 797 guidelines.
- Ensure proper dosing on all medications and adjusting doses according to renal Drug Use Evaluation (DUE) protocols.
- Manage inventory control and dispensing of scheduled II-III-IV-V medications.
- Monitors drug therapy regimens for contraindications, drug-drug interactions, drug-food interactions, allergies, and appropriateness of drug and dose.
- Supervise and direct pharmacy support personnel during evening and weekend shifts.
- Verifies the daily activities assigned to pharmacy technicians are complete and accurate.
- Verifies prepackaging of medications is checked and correctly labeled,
- Assisted in protocol development and implementation of vancomycin protocol for ED patients.

Bridgeport Hospital
Clinical Pharmacist, Institutional Review Board (10/04-11/05)

Bridgeport, CT
Aug. 2004

Responsibilities:

- Managed the storage and preparation of Clinical Study Drugs at Bridgeport Hospital.(2004)
- Involved in pharmacokinetic monitoring of aminoglycosides and vancomycin.
- Monitor and dosing of Warfarin for patients receiving anticoagulation therapy.
- Dose and preparation of chemotherapy agents.
- Compounds and dispenses pharmaceuticals, including sterile, chemotherapy, and parenteral nutrition products accurately using USP 797 guidelines.
- Manage inventory and dispensing of scheduled II-III-IV-V medications.
- Oversee pharmacy technician duties relating to the dispensing of medications.
- Interpretation of medication orders (verbal and electronic) and transcribes to computerized patient medication profiles accurately.
- Maintains accurate and complete patient medication profiles.
- Monitors drug therapy regimens for contraindications, drug-drug interactions, drug-food interactions, allergies, and appropriateness of drug and dose.
- Participates in the quality improvement and medication use review activities of the department.
- Collects data; conducts quality monitors and inspections; and maintains log, records, and other documentation as assigned.
- Participates in the development and presentation of orientation, education, and training programs to the pharmacy, medical, nursing, and other staffs.

- Sustains the formulary by minimizing non-formulary procurements, utilizing therapeutic protocols and promoting rational drug therapy selection.

Awards:

- February 2006 Recognized Employee for "outstanding performance"
- May 2012 Great Catch Award

Walgreen's Corporation

Norwalk, CT

Retail Pharmacist/ Assistant Pharmacy Manager

Mar. 2002-Sept. 2005

Responsibilities:

- Managed customer relationships including, patient counseling, complaint resolution, quality assurance, and adherence to practices promoting customer satisfaction.
- Developed and maintained good working collaborative practice with physicians and other healthcare professionals maximizing patient outcomes.
- Maintained all state and federal record keeping for legend drugs and controlled substances.
- Responsible for weekly inventory counts on all scheduled II medications.
- Coordinated the pharmacy schedule; direct and monitoring of pharmacy personnel and performance by providing ongoing proactive, constructive feedback, training, and evaluations; making recommendations for hiring and promotion.
- Performed all activities related to the preparation, dispensing, and sale of prescription and pharmacy-related products.
- Focused on customer satisfaction and needs, ensuring that customers were provided excellent customer service through use of best practices and prompt communication with physicians, vendors, and colleagues.
- Ensured all work processes were performed efficiently and effectively at each work station by prioritizing workload and organizing workflow.
- Maintained proper pharmacy and general safety procedures and standards. Enforced compliance with all local, state, and federal laws, company policies and procedures, and state regulations regarding intern, technician, and assistant training and licensure.
- Assisted in pharmacy operations to achieve business objectives by increasing sales and gross margins, managing equipment, limiting expenses, directing operations to minimize wait times, monitoring department performance metrics, upholding proper pharmacy and general safety procedures and standards, and partnering with management in developing and implementing store programs to help meet sales objectives and increase prescription volume.

Bristol-Myers Squibb
Pharmaceutical Research Institute
Clinical Supply Operation Intern

Wallingford, CT
Jun. 2000-Aug. 2001

Responsibilities:

- Assisted in design and implementation of global labeling computer-based system.
- Ensured each study medication label was compliant with each country's regulations.
- Assisted in coordination of world-wide global labeling simulation using advanced software.

Other Business Experience

Ebbpoint Surf Fishing, LLC
Owner, Design Director

Fairfield, CT
Nov. 2009

Responsibilities:

- Collaborate with the manufacturing team and sales to develop line direction for customer needs.
- Participate in an environment that encourages innovation, creativity, and research while maintaining brand integrity and awareness of competitor threats and overall development direction.
- Collaborate and develop close working relationships with design, production, and sourcing.
- Prioritize and troubleshoot from initial concept stage through production.
- Develop research tools to stay on top of trends through customer feedback.
- Develop and maintain relationship with domestic contacts to ensure project accuracy and pricing expectations.
- Creating concept drawings and producing computer generated templates.
- Coordinating material purchases and laser cutting processes.
- Mentor to product builder
- Responsible for project planning and budget costs.
- Develop technical specifications on future products.
- Track and manage workflow and workload for products.

Licensure/ Affiliations

Pharmacist Connecticut #9771
Connecticut Pharmacists Association
The Canadian Consortium for the Investigation of Cannabinoids (CCIC Member)

E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE #5

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

Not Applicable to Bluepoint Apothecary

E. FINANCIAL STATEMENTS AND
ORGANIZATION STRUCTURE: #6

BLUEPOINT APOTHECARY, LLC
(A Development Stage Company)

Financial Statements
and Supplementary Information

November 13, 2013



Greenhaus Riordan & Co. LLP
Certified Public Accountants

E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE #7

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

Bluepoint Apothecary has NOT filed any returns due to the nature of when it the business has been formed.

E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE #8

The following pages are the recent tax filings for **Nicholas Tamborrino (one)** of the **(two)** dispensary facility backers.

E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE #8

The following pages are the recent tax filings for **Andrew Semmel (two)** of the **(two)** dispensary facility backers.

F. BONUS POINTS: #1 EMPLOYEE WORKING ENVIRONMENT

Bluepoint Apothecary & Wellness

Policy and Procedure

Bluepoint Apothecary has started a Policy & Procedure that each employee will study and know. The P&P is an evolving procedure guide that will ensure all employees are up to date with the latest policies. A hard copy of the Policy and Procedure will always be available at the dispensary facility.

F. BONUS POINTS: #2 COMPASSIONATE NEED PLAN

Bluepoint Apothecary will offer discounts to patients in need.

- Protocols for determining which patients qualify will be at the discretion of the pharmacist on duty at any given time. Any individual that may be experiencing a hardship will qualify for 15% discount. A hardship can include recent loss of work, loss of a family member, divorce, etc.
- Bluepoint Apothecary will offer senior citizens a 15% discount.
- Bluepoint Apothecary will offer Veterans a 15% discount.
- Bluepoint Apothecary will offer a discount to active Medicaid patients. Verification will be required in order to qualify.
- We intend to work with licensed producers to come up with a plan on products that may not meet quality standards and offer them for a significant discount to patients. Bluepoint Apothecary has discussed options with Greenbelt Management LLC and informally agreed to work together to provide solutions for patients in need if both are awarded a license.

F. BONUS POINTS: #3 RESEARCH PLAN

- Bluepoint Apothecary has committed to CT Pharmacists Association to participate in a Research Monitoring Program in the State of Connecticut related to the medicinal use of cannabis.
- It is the intent of the CPA to partner with the Canadian Consortium for the Investigation of Cannabinoids (CCIC) in order to conduct this proposed research monitoring program with the marijuana growers and dispensaries that receive licenses from the State of Connecticut. CCIC is a federally registered Canadian nonprofit organization of basic and clinical researchers and health care professionals established to promote evidence-based research and education concerning the endocannabinoid system and therapeutic applications of endocannabinoid and cannabinoid agents.
- Please see letter of support on following 2 pages.



November 15, 2013

To Whom It May Concern:

The purpose of this letter is to inform the State of Connecticut Department of Consumer Protection(DCP) that the **Connecticut Pharmacists Association (CPA)**, a 501(c)6 professional organization representing pharmacists in the State of Connecticut since 1876, will be conducting a Research Monitoring Program in the State of Connecticut related to the medicinal use of cannabis.

It is the intent of the CPA to partner with the **Canadian Consortium for the Investigation of Cannabinoids (CCIC)** in order to conduct this proposed research monitoring program with the marijuana growers and dispensaries that receive licenses from the State of Connecticut. CCIC is a federally registered Canadian nonprofit organization of basic and clinical researchers and health care professionals established to promote evidence-based research and education concerning the endocannabinoid system and therapeutic applications of endocannabinoid and cannabinoid agents.

Please note that the Bluepoint Apothecary, the subject of this application, has committed to the CPA that it fully supports and will cooperate in the data collection efforts that are needed to support this Research Plan and study initiative if their company is selected by the State of Connecticut to dispense medical cannabis.

The Research Plan will be designed independently by CPA and CCIC after soliciting input from, and working with, the DCP, growers, dispensaries and other stakeholders.

The objectives will be to quantify the doses and modes of the cannabis administration and to explore the associations between cannabis products and patient phenotypes. At this time, it is not known how long a study such as this will take to complete.

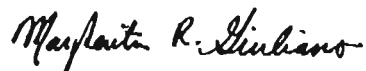
In general, the overall goal will be to systematically collect long-term data on the safety and efficacy of herbal cannabis used for medical purposes. What makes this study unique is that with this **international collaboration**, data collection from each country can be compared and studied to provide a very in-depth analysis and outcomes summary.

It is our estimation that the results and data gleaned from the study will be used to inform policy-makers and regulatory agencies about safety aspects of medical cannabis; clinicians will be better informed about best practice guidelines and safety issues, and the medical cannabis producers will receive beneficial information about the

efficacy of their products in real world situations. Most importantly, due to how the Connecticut regulations are written, the pharmacists, who are an integral piece to both the data collection and dispensing activities, will have a comprehensive and data driven approach when educating patients about their medical use of cannabis.

The CPA has a strong and positive history of working with state agencies, universities and the pharmacists we represent in programs that involve both pharmacists and patient outcomes. It is due to this synergy and focus that the CPA feels that it is well-positioned to be the critical component to ensure that the Research Plan reflects the highest quality evidence-based "best practices" and continuing education for all those involved in this, emerging sector of patient care in Connecticut.

Sincerely,



Margherita R. Giuliano, RPh
Executive Vice President
Connecticut Pharmacists Association



Mark A. Ware MD MSc
Executive Director
Canadian Consortium of the Investigation of Cannabinoids



F. BONUS POINTS: #4 COMMUNITY BENEFITS PLAN

- Bluepoint Apothecary is not in favor of marketing to children and has reached out to Guilford Youth & Family Services. I plan to participate with CT Association of Prevention Practitioners to assure marketing is non-existent to minors. Through, Guilford Youth & Family, Bluepoint Apothecary intends to work with SAM (Smart Approaches to Marijuana) to support the following messages:
 - Prevent the establishment of Big Marijuana that would market marijuana to children.
 - In addition supporting and promoting research on marijuana in order to obtain FDA-approved, pharmacy-dispensed, cannabis-based medications.
- Bluepoint Apothecary would like to give back to the state level in support of the Medical Marijuana Program by offering to participate in helping instruct new and veteran police officers at Police Officer Standards and Training Council on the Medical Marijuana Program. Based on my current experience, at developing curriculums for pharmacy staff, I would be a great asset to the Department of Consumer Protection in helping educate various groups on this new program.
- In addition to the above mentioned, if awarded the license, I intend to offer community support and education wherever the need may be.
- Bluepoint Apothecary & Wellness believes in giving back to programs that support research and compassionate care. We look forward to committing a percentage of sales each month to support Closer to Free, a fund created by Yale Cancer Center and Smilow Cancer Hospital. The fund provides essential funding for breakthrough cancer research and compassionate care by combining the gifts of many donors. Contributions support deep commitment of personalized medicine and helping achieve a new standard for cancer research and treatments.



FACT SHEET

Project SAM (Smart Approaches to Marijuana) is a new marijuana policy initiative based on public health. Chaired by former Congressman Patrick J. Kennedy, Project SAM is a bipartisan alliance of lawmakers, scientists, and other concerned citizens who want to move beyond simplistic dichotomies of “incarceration versus legalization” and instead focus on practical changes to marijuana policy that neither demonizes users nor legalize drugs. Former George W. Bush Speechwriter, Newsweek/Daily Beast columnist David Frum, Harvard Professor Sharon Levy, MD, University of Kansas public health specialist Kimber Richter, PhD, MPH, Colorado chapter President of the American Academy of Pediatrics Kathryn Wells, former Obama and Bush advisor Kevin Sabet, PhD, and others also serve on the board of SAM.

SAM focuses on a “third way” approach to marijuana, and will be working with state partners to reach the public on the local level. SAM provides an avenue of leadership to discuss responsible marijuana policy.

Project SAM will focus on four main goals:

- (1) To inform public policy with the science of today’s marijuana.
- (2) To reduce the unintended consequences of current marijuana policies, such as lifelong stigma due to arrest.
- (3) To prevent the establishment of “Big Marijuana” — and a 21st-Century tobacco industry that would market marijuana to children. Those are the very likely results of legalization.
- (4) To promote research on marijuana in order to obtain FDA-approved, pharmacy-dispensed, cannabis-based medications.

SAM will complete the following actions:

- (a) Convene a bipartisan, Blue Ribbon commission of experts to examine U.S. marijuana policies and recommend courses of action.
- (b) Create model state and federal marijuana laws that emphasize health and education interventions or treatment, and strike an appropriate balance between public safety and public health goals.
- (c) Work with the Food and Drug Administration to develop a program to expedite research into marijuana’s potential medical utility as well as offer non-smoked marijuana extracts to the seriously ill before such medications are approved.
- (d) Engage in public information campaigns focused on the scientific data on marijuana use, especially for youth, and on the potential impact of a tobacco industry marketing marijuana.

- (e) Convene public dialogues in disadvantaged communities to solicit input about how to better reform current marijuana policies, increase social justice, and reduce incarceration.



Connecticut Association of Prevention Practitioners, INC.
23 Sunset Drive,
Lebanon CT 06249

CAPP will be focusing on the following issues for the coming year:

1.) Driving under the influence of Marijuana – There is no to test whether drivers are under the influence

Colorado recently signed into law a marijuana blood level limit for motorists. Colorado set blood limits for driving while under the influence of marijuana at 5 nanograms per milliter. (HB 1114).

In Washington State a blood THC level of 5 nanograms will establish that the driver was under the influence. (Initiative-502).

Connecticut needs similar laws in place to ensure public safety.

2.) DCP must take the place of the FDA in requiring the producers to address the safety issues in the labeling of their pharmaceutical.

Since the FDA will not undertake the regulatory evaluation of marijuana, the Department of Consumer Protection must adhere to the requirements of Connecticut's Pure Food & Drug Act that governs the new medical marijuana legislation. DCP must require medical marijuana producers to provide product warning labels on all medical marijuana products.

In the June 2013 issue of *the Journal of the Association for Medical Education and Research in Substance Abuse*, authors Malouff & Rooke express surprise that no warning labels for marijuana exist or are used since there are documented significant dangers from the drug. The authors, believing that present authority for providing warnings labels for marijuana products lies with the states that allow medical marijuana to be prescribed, and recognizing that states do not have the resources to formulate appropriate and effective warnings, obtained suggestions for warning labels from experts on marijuana.

Experts recommended warnings that covered risks in 6 areas: 1. safety, 2. physical health, 3. fetal harm, 4. mental health, 5. withdrawal and dependence, and 6. adolescent development. Using a combination of concepts and wording from the experts, Malouff & Rooke developed the following recommended warning labels.

Safety: Using marijuana can increase your risk of driving accidents and accidents in any other activity that requires your full attention and motor skills.



Connecticut Association of Prevention Practitioners, INC.

23 Sunset Drive,
Lebanon CT 06249

Physical Health: Using marijuana can cause lung and heart problems.

Fetal Harm: Avoid using cannabis if you may become pregnant, and avoid cannabis use while pregnant as use may harm the fetus physically and lead to psychopathology later in life.

Mental Health: Using marijuana can cause serious harm to your mental health

Drug Dependence: Using marijuana can lead to dependence and withdrawal

Adolescent Development: Adolescents using marijuana may experience deficiencies in brain development and more difficulties succeeding in life.

CAPP will be setting the stage to raise the following issues in the subsequent years:

3.) Dosages have not been established for this drug. Without FDA approval, and the trials that normally occur, DCP and the Board of Physicians must “guess” at proper dosages.

Since marijuana has been classified as a prescription medicine, it is subject to the requirements of Connecticut’s pharmaceutical laws. A typical pharmaceutical undergoes years of clinical trials to establish efficacy and safety. Since marijuana is a new drug, the Department of Consumer Protection must require similar testing, or explicitly waive such requirements, and substitute a comparable evaluation of proper dosages and potential side effects of the new drug. The risks and appropriate dosage information must be included with the labeling and the package insert for the medicine.

At this point, DCP has made no move to establish appropriate dosages of this new medicine, leaving that decision to individual physicians who have no clinical trial guidance or experience to safely decide on proper dosages for the different debilitating conditions or the individual characteristics of patients. Physicians will prescribe this drug without understanding what other medical conditions or prescriptions being used by patients may negatively interact with marijuana. While there is a significant body of research on the negative effects in patients with certain mental health disorders or “markers” predisposing them to these disorders, there is no research on contraindications of marijuana with other drugs or medical conditions.



Connecticut Association of Prevention Practitioners, INC.

23 Sunset Drive,
Lebanon CT 06249

This status will leave physicians who prescribe medical marijuana on their own resulting in great variability in prescriptions for the same medical conditions and individual liability on the part of the prescribing physicians. The DCP and their Medical Advisory Board must conduct the trials necessary to establish appropriate dosage information for all conditions that marijuana can be prescribed.

4.) Creation of “Big Marijuana a 21st-Century tobacco-like industry that would market marijuana to children.

“The use of marijuana...has important implications for the tobacco industry in terms of an alternative product line. (We) have the land to grow it, the machines to roll it and package it, the distribution to market it. In fact, some firms have registered trademarks, which are taken directly from marijuana street jargon. These trade names are used currently on little-known legal products, but could be switched if and when marijuana is legalized. Estimates indicate that the market on legalized marijuana might be as high as \$10 billion annually.” –From a report commissioned by cigarette manufacturer Brown and Williamson (now merged with R.J. Reynolds) in the 1970s.

Can we trust companies and big corporations to not target the youth population? When reviewing practices by both the tobacco and alcohol industries, it is reasonable to believe that they will use similar marketing practices to bring in young users.

Both the alcohol and tobacco industries have introduced marketing practices to bring in young users including: youth friendly ads on TV, ads in popular magazines, sweet tasting products, toys and apparel with brand names, and the use of social media. With most of the alcohol and tobacco products being consumed by a much smaller number of heavy users nationwide, and most of the users getting “hooked” as youth, these industries need young users to maintain and increase their profit margins. We have already seen similar practices for marijuana legalization. There is a growing market of marijuana and THC infused baked goods, sodas, and candies. States with medical marijuana laws have introduced vending machines and have targeted young users at “health and wellness” expos. Recently a group called the Marijuana Policy Project (MPP) paid for a pro-legalization ad to be run outside a NASCAR event. The ad, which stated marijuana is the new “beer” and stated that it is safer than alcohol, was finally pulled from the family friendly event. The group has other viral ads that have gained a lot of traction and are made up of an advisory board of celebrities.

F. BONUS POINTS: #5 SUBSTANCE ABUSE PREVENTION

- Bluepoint Apothecary will be taking substance abuse very seriously as we typically do in a retail pharmacy setting. We intend to identify any patients we feel may be abusing their prescriptions and offer help based on their needs. We will offer substance abuse pamphlets throughout the office and guide or direct to the appropriate groups. We will also monitor patients for potential abuse and take the necessary actions to prevent this serious matter.
- Bluepoint Apothecary will stock pamphlets provided by Prevention and Treatment Resource Press and make available to patients with the facility.