

**CT MM Health Clinic, LLC**

580 Burnside Avenue, Suite 1E

East Hartford, CT 06108

November 15, 2013

State of Connecticut  
Department of Consumer Protection  
Drug Control Division  
Medical Marijuana Program  
RFA #2013-109377  
165 Capital Ave, Room 145  
Hartford, CT 06106

(Hand Delivered – 1 Original; 9 Copies; 1 CD containing electronic version of complete submission in a searchable PDF file format; \$1,000 application fee)

CT MM Health Clinic, LLC is pleased to submit its completed application package for a Medical Marijuana Dispensary Facility License in accordance with the State of Connecticut's MMP – Dispensary Facility RFA – September 2013.

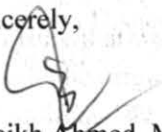
As you will see in the package, we are providing information for two potential locations, one in Newington, CT and one in Meriden, CT, as allowed per the Q&A response from the Department of Consumer Protection. We understand that only one location and only one license would be issued upon our application being successfully approved and our company being awarded a license. Both sites meet local laws and regulations and both will serve the patient community professionally. We provide two potential sites to allow the State to choose its preferred town and county should you find our proposal among the best submitted.

To insure that we provide all the required information in the RFA, our responses to the RFA requirements include the original RFA request followed by our specific response, with attachments as may be requested or required. We felt that best in making the review of our package more efficient for the State.

We feel our concept of creating a Dispensary Facility that mirrors a medical clinic facility plan is the best way to provide a professional, comfortable, discrete, and secure facility for patients, primary caregivers, and the community we will be located in. We hope you feel the same.

Obviously, if you have any questions or need clarification or further information please let us know.

Sincerely,



Sheikh Ahmed, M.D.

## A. Business Information of Applicant

CT MM Health Clinic, LLC is hereby providing the following required information:

1. Complete the Dispensary Facility Information Form, attached as Appendix A.
  - a. Please see completed Appendix A with required attachments.
2. Provide a brief summary (no longer than five double-spaced pages) of the applicant's qualifications, experience and industry knowledge relevant to the development and operation of a dispensary facility.
  - a. CT MM Health Clinic, LLC is a newly formed entity with no previous activity;
  - b. The owners / backers of CT MM Health Clinic, LLC have extensive years of business experience, although no specific experience in the newly formed industry of developing and operating a dispensary facility. Below you will see a summary of the owners' experiences.
  - c. Also enclosed are personal financial statements of the owners / backers. As you can see, with a combined personal net worth of over 21.0 million dollars, the company is assured of the financial support needed to develop, fund, and operate a successful dispensary facility that will provide for a stable and sustained source of medical marijuana for patients over the long-term.
  - d. Sheikh Ahmed has developed, and currently owns and operates three successful physicians' offices / medical clinics, (East Hartford Medical Center, Inc.; Meriden Healthcare, LLC; and Everyday Medical Care Center, LLC,). The Company feels that Dr. Ahmed's experience in operating a medical clinic is especially applicable to us, in that we feel that the dispensary facility should be run more like a medical clinic with special controlled substances requirements, rather than a retail outlet as other states' companies run their dispensaries.
  - e. Tanzeela Azhar is currently Vice President of sales and customer service at Trippo Novelty, LLC, a novelty and gift wholesaling company, and has been performing those functions since 2008. Ms. Azhar's experience in products, supplier relations, etc. will complement Dr. Ahmed's experience in running the facility.
  - f. Upon the successful approval from the State to operate a dispensary facility, the Company plans on engaging industry experts to review its entire plan of development and operations. Experts will be hired to ensure that the development, construction, procedures, etc. are properly engaged to ensure a successful facility.
3. Provide a financial statement setting forth the elements and details of all business transactions connected with your application.
  - a. Submitted herewith are the following:
    - i. Financial Statement setting forth the elements of all business transactions connected with our application; and
    - ii. Financial Statement setting forth the details of all business transactions connected with our application.



# 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: _____
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2. Legal Name of Applicant: CT MM Health Clinic, LLC

3. Trade Name of Applicant: CT MM Health Clinic, LLC

4. Applicant's Business Address: 260 Stamm Road Industrial Park

5. City: Newington 6. State: CT 7. Zip Code: 06111

8. Daytime Telephone Number: (860) 371-7272 9. E-mail Address: CTMMHealthClinicLLC@gmail.com

10. Applicant's Mailing Address (if different than business address): 580 Burnside Avenue, Suite 1E 11. City: East Hartford

12. State: CT 13. Zip Code: 06108 14. Daytime Telephone Number: (860) 997-3200 15. Fax Number: (206) 350-8481

#### 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: Tanzeela Azhar 17. Primary Contact Title: Managing Member

18. Primary Contact E-mail Address: CTMMHealthClinicLLC@gmail.com 19. Primary Contact Telephone Number:

20. OPTIONAL - Name of Alternate Contact: Richard Pelletier, Sr. 21. Alternate Contact Title: Accountant

22. Alternate Contact E-mail Address: rapjrb@gmail.com 23. Alternate Contact Telephone Number: (860) 997-3200

#### Section C: Formation/Incorporation Information

24. Date of Formation/Incorporation: 10/25/2013 25. Place of Formation/Incorporation: Connecticut

26. Registered with the Connecticut Secretary of State: 27. Sale and Use Tax Permit Number: 60339165-001

Yes  No

**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: 260 Stamm Road Industrial Park, Unit # 1			29. City: Newington
30. State: CT	31. Zip Code: 06111	32. Telephone Number: (860) 371-7272	33. Fax Number: (860) 667-2326
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease <b>Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.</b>		35. Name of Property Owner: Integra Realty Associates, LLC	

## Section E: Business Association Information

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

## Section F: 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	10am	to	5pm	Friday	10am	to	5pm
Tuesday	10am	to	5pm	Saturday	10am	to	3pm
Wednesday	10am	to	5pm	Sunday		to	
Thursday	10am	to	5pm				

## 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	10am	to	5pm	Friday	10am	to	5pm
Tuesday	10am	to	5pm	Saturday	10am	to	3pm
Wednesday	10am	to	5pm	Sunday		to	
Thursday	10am	to	5pm				



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## Section D: Proposed Dispensary Facility Information

28. Proposed Dispensary Facility Address: 834 Broad Street		29. City: Meriden	
30. State: CT	31. Zip Code: 06450	32. Telephone Number: (860) 371-7272	33. Fax Number: (860) 667-2326
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease <b>Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.</b>		35. Name of Property Owner: Meriden Healthcare, LLC	

## Section E: Business Association Information

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

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Wednesday	10am	to	5pm	Sunday		to	
Thursday	10am	to	5pm				



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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: NONE	44. Time Period: N/A

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

45. Address: NONE	46. Time Period: N/A

## 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: Tanzeela Azhar	48. Percentage of ownership: 90%
Sheikh Ahmed	10%



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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:
Tanzeela Azhar	Manager/Member	Backer/Member
Sheikh Ahmed	Manager/Member	Backer/Member

## 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:
None	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

## 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: Protection 1 Security Solutions	
56. Primary Security Company Address (including Apartment or Suite #): 262 Quarry Road, Ste J	57. City: Milford



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58. State: CT	59. Zip Code: 06460	60. Telephone Number: (203) 882-6010	61. Fax Number: (203) 882-6020
62. E-mail Address: DavidScheets@protection1.com			
63. Backup Security Company Name (if applicable): n/a			
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:



78. Date Signed:

11/14/2013

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:



80. Date Signed:

11/14/2013



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

2. Legal Name of Backer:

Tanzeela Azhar

3. Trade Name of Backer (if applicable):

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

25 Peria Dr

5. City:

Rocky Hill

6. State:

CT

7. Zip Code:

06067

8. Daytime Telephone Number:

(860) 666-3600

9. Fax Number:

(860) 667-2326

10. E-mail Address:

CTMMHealthClinicLLC@gmail.com

#### Section B: Backer Members

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

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

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

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

7 A



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## Section C: Licenses, Permits and Registrations

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

13. State	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.**

8A



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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:



*LANDELLA ADIAR*

27. Date Signed:

11/14/2013

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:



*LANDELLA ADIAR*

29. Date Signed:

11/14/2013



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## Appendix C

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

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

#### Section A: Personal Information

1. Name (First, Middle, Last): Tanzeela Azhar		
2. Street Address (including Apartment or Suite #): 25 Peria Dr		
3. City: Rocky Hill	4. State: CT	5. Zip Code: 06067
6. Title: Manager/Member	7. Telephone Number:	8. E-mail Address: CTMMHealthClinicLLC@gmail.com
9. Date of Birth:	10. Social Security Number:	11. Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female

#### Section B: Employment Information

12. Current or Most Recent Employer: 13. Trippo Novelty, LLC		Date of Employment: Start Date: 2008 End Date: :	
14. Employer Address (including Apartment or Suite #): 260 Stamm Road, Unit # 5			
15. City: Newington	16. State: CT	17. Zip Code: 06111	
18. Telephone Number: (860) 666-3500	19. Fax Number: (860) 667-2326	20. E-mail Address: trippo@cox.net	

#### 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): Expiration Date (month/year):	31. Type:	32. Number:
33. State	34. Issue Date (month/year): Expiration Date (month/year):	35. Type:	36. Number:



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## Section G: Legal Proceedings

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

## Section H: Criminal Actions

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

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

## Section I: Criminal Background Check

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

42. Signature:



*LAWRENCE A. HARR*

43. Date Signed:

11/14/2013

12 A



# Medical Marijuana Program

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

E-mail: [dep.mmp@ct.gov](mailto:dep.mmp@ct.gov) • Website: [www.ct.gov/dep/mmp](http://www.ct.gov/dep/mmp)



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:



*Lorella Amar.*

45. Date Signed:

11/14/2013





# Medical Marijuana Program

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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 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:

Sheikh Ahmed

3. Trade Name of Backer (if applicable):

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

711 Laurie Lane

5. City:

Orange

6. State:

CT

7. Zip Code:

06477

8. Daytime Telephone Number:

(860) 995-6655

9. Fax Number:

(860) 528-2341

10. E-mail Address:

sheikhahmed63@gmail.com

#### Section B: Backer Members

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

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

- Appendix C if they are also a director, owner, officer or other high-level employee of the 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): 07/94 Expiration Date (month/year): 05/14	15. Type: Physician/Surgeon	16. Number: 33904
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

*See ATTACHED*

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.

*8 B*



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## Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

11/14/2013

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

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

28. Signature:



29. Date Signed:

11/14/2013



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## Appendix C

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

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

#### Section A: Personal Information

1. Name (First, Middle, Last): Sheikh Ahmed		
2. Street Address (including Apartment or Suite #): 711 Laurie Lane		
3. City: Orange	4. State: CT	5. Zip Code: 06477
6. Title: Member/Backer	7. Telephone Number: (860) 995-6655	8. E-mail Address: sheikhahmed63@gmail.com
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. East Hartford Medical Center, Inc.		Date of Employment: Start Date: 1995 End Date: :	
14. Employer Address (including Apartment or Suite #): 580 Burnside Avenue			
15. City: East Hartford		16. State: CT	17. Zip Code: 06108
18. Telephone Number: (860) 528-5068	19. Fax Number: (860) 528-2341	20. E-mail Address: sheikhahmed63@gmail.com	

#### 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.



# Medical Marijuana Program

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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 CT	30. Issue Date (month/year): 07/22/1994 Expiration Date (month/year): 05/31/2014	31. Type: Physician/Surgeon	32. Number: 33904
33. State	34. Issue Date (month/year): Expiration Date (month/year):	35. Type:	36. Number:



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## Section G: Legal Proceedings

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

Yes  No

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

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

Yes  No

See ATTACHED

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:



43. Date Signed:

11/14/2013



# Medical Marijuana Program

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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:



45. Date Signed:

11/14/2013



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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): Lena Kissi Mensah			
2. Home Address (including Apartment or Suite #): 923 W. Main St, Apt. 202		3. City: New Britain	
4. State: CT	5. Zip Code: 06053	6. Date of Birth: [REDACTED]	7. Telephone Number: (860) 518-4429
8. Social Security Number: [REDACTED]		9. Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	
10. E-mail Address: LEMENS16@yahoo.com		11. Connecticut Pharmacist License Number: PCT.0012024	

#### Section B: Employment Information

12. Current or Most Recent Employer: 13. Walmart Pharmacy		Date of Employment: Start Date: 11/07/2011 End Date: :	
14. Employer Address (including Apartment or Suite #): 1100 New Haven Road			
15. City: Naugatuck		16. State: CT	17. Zip Code: 06770
18. Daytime Telephone Number: (203) 729-2288	19. Fax Number: (203) 729-6133	20. E-mail Address: none	

#### 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"> <li>• The pharmacy name;</li> <li>• The pharmacy's location;</li> <li>• All titles and responsibilities held by you at the pharmacy, including the time frame for each;</li> <li>• The dates of your association with the pharmacy;</li> <li>• Whether you currently have a role at the pharmacy and, if not, when your involvement terminated and why; and</li> <li>• 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.</li> </ul>





# Medical Marijuana Program

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## 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:



*Awa Mensah*

26. Date Signed:

11-11-2013

## 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:



*Awa Mensah*

28. Date Signed:

11-11-2013



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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):

n/a

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

3. City:

4. State:

5. Zip Code:

6. Daytime Phone Number:

7. Fax Number:

8. E-mail Address:

#### Section B: Criminal Actions

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

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

#### Section C: Criminal Background Check

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

10. Signature:



11. Date Signed:

#### 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:



13. Date Signed:



# STATE OF CONNECTICUT DEPARTMENT OF REVENUE SERVICES

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

Corr ID: 1300018559633  
Date: 11/07/2013

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](http://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: 1055872

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

Date Issued	Expiration Date	Business Start Date	Connecticut Tax Registration Number
11/06/2013	12/31/2018	01/01/2014	60339165-001

CT MM HEALTH CLINIC LLC  
CT MM HEALTH CLINIC LLC  
INDUSTRIAL PARK  
260 STAMM RD  
NEWINGTON CT 06111-3625

CT MM HEALTH CLINIC LLC  
CT MM HEALTH CLINIC LLC  
580 BURNSIDE AVE STE 1E  
EAST HARTFORD CT 06108-3579

Kevin B. Sullivan  
Commissioner of Revenue Services

This license may not be transferred or assigned.

## COMMERCIAL LEASE

This lease is made between Integra Realty Associates, LLC, herein called Lessor, and CT MM Health Clinic, LLC, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the Town of Newington, County of Hartford, State of Connecticut, described as 2,760 s.f., in unit #4, located at 260 Stamm Road, Stamm Road Industrial Park, Newington, CT, upon the following TERMS and CONDITIONS:

### TERM and RENT

Lessor demises the above premises for a term of five (5) years, commencing on the date that CT MM Health Clinic, LLC is approved by the State of CT, Department of Consumer Protection, to operate a Medical Marijuana Dispensary Facility at the location.

Annual rental shall be sixteen thousand, five hundred and sixty dollars \$16,560 payable in equal installments in advance on the first day of each month and no later than the tenth day of said month, for that months rental, during the term on this lease. All rental payments shall be made to Lessor at the address specified above.

### USE

Lessee shall use and occupy the premises for the express purpose of operating a medical marijuana dispensary facility as defined and approved under the State of Connecticut Regulations 21a-408-1 to 21a-408-70. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

### CARE and MAINTENANCE of PREMISES

Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon he premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and:

### ALTERATIONS

Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. However written consent is hereby given to alter, improve and modify the premises for the proposed medical marijuana dispensary facility noted above.

### ORDINANCES and STATUTES

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

#### ASSIGNMENT and SUBLETTING

Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

#### UTILITIES

All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas electricity, and telephone services.

#### ENTRY and INSPECTION

Subject to the rules and regulations of the State of Connecticut, Sec. 21a-408-35, Lessee shall permit Lessor or Lessors agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same. Lessor shall be required to obtain written approval from the State of Connecticut, and obtain a visitor's badge for said inspection, and shall only be allowed under said approvals and in the accompany of the facility's dispensary.

#### POSSESSION

Should Lessor be unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage causes thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered.

Lessee may terminate this lease if Lessee fails to obtain the State of Connecticut approval to operating a medical marijuana dispensary facility at the location.

#### INDEMNIFICATION of LESSOR

Lessor Shall not be liable for any damage of injury to Lessee, or any other person, or of any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless form any claim for damages, no matter how caused.

#### INSURANCE

Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with Minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional

insured The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation of material change of coverage. To the maximum extent permitted by insurance policies, which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist.

#### EMINENT DOMAIN

Should the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

#### DESTRUCTION of PREMISES

Should an occurrence of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

#### LESSORS REMEDIES on DEFAULT

Should Lessee default in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within sixty days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, or Lessee does not commence such during within said sixty days and thereafter proceed with reasonable diligence and in good faith to cure said default), then Lessor may terminate this lease on not less than sixty days notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

#### SECURITY DEPOSIT

Lessee shall deposit with Lessor upon the signing of this lease the sum of one thousand and five hundred Dollars \$ 1,500 as security deposit for the performance of Lessees obligations under this lease, including without limitation, the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit in hand at all times during the term of this lease.

#### TAX INCREASE

Should there be an increase in taxes during any year of the term of this lease in the Town, County, or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate of valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 20% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

#### COMMON AREA EXPENSES

Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

#### ATTORNEY FEES

Should a lawsuit be necessary for the recovery of the premises or for any sum due hereunder, or because of any act which might arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable Attorneys fee.

#### NOTICES

Notices given, or that might be required to be given by either party shall be accomplished by mailing same postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as might be designated by the parties from time to time.

#### HEIRS, ASSIGNS, SUCCESSORS

This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.

#### OPTION to RENEW

Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for two additional terms of five years months commencing at the expiration of the then lease term. All the terms and conditions of the lease shall apply during the renewal term except that the annual rent shall be the sum of twenty-four thousand Dollars

\$24,000. The option shall be exercised by written notice given to Lessor not less than thirty Days prior to the expiration of the initial lease term. Should Lessee fail to give notice in the manner provided herein within the time specified, this option shall expire.

#### SUBORDINATION

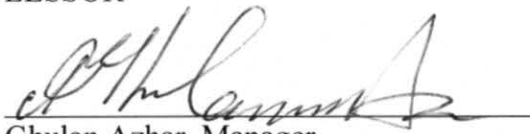
This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

#### ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the parties and may be modified only in writing, signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties execution hereof:

Signed on this 1<sup>st</sup> day of November, 2013.

#### LESSOR



Ghulan Azhar, Manager  
Integra Realty Associates, LLC  
Unit #6  
260 Stamm Road,  
Newington, CT 06111

#### LESSEE



Tanzeela Azhar, Manager  
CT MM Health Clinic, LLC  
580 Burnside Avenue, Suite 1E  
East Hartford, CT 06108



## COMMERCIAL LEASE

This lease is made between Meriden Healthcare, LLC, herein called Lessor, and CT MM Health Clinic, LLC, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Meriden, County of New Haven, State of Connecticut, described as 2,000 s.f., lower level, located at 834 Broad Street, Meriden, CT, upon the following TERMS and CONDITIONS:

### TERM and RENT

Lessor demises the above premises for a term of five (5) years, commencing on the date that CT MM Health Clinic, LLC is approved by the State of CT, Department of Consumer Protection, to operate a Medical Marijuana Dispensary Facility at the location.

Annual rental shall be twenty-four thousand dollars \$24,000 payable in equal installments in advance on the first day of each month and no later than the tenth day of said month, for that months rental, during the term on this lease. All rental payments shall be made to Lessor at the address specified above.

### USE

Lessee shall use and occupy the premises for the express purpose of operating a medical marijuana dispensary facility as defined and approved under the State of Connecticut Regulations 21a-408-1 to 21a-408-70. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

### CARE and MAINTENANCE of PREMISES

Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon he premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and:

### ALTERATIONS

Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. However written consent is hereby given to alter, improve and modify the premises for the proposed medical marijuana dispensary facility noted above.

### ORDINANCES and STATUTES

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and

federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

#### ASSIGNMENT and SUBLETTING

Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

#### UTILITIES

All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas electricity, and telephone services.

#### ENTRY and INSPECTION

Subject to the rules and regulations of the State of Connecticut, Sec. 21a-408-35, Lessee shall permit Lessor or Lessors agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same. Lessor shall be required to obtain written approval from the State of Connecticut, and obtain a visitor's badge for said inspection, and shall only be allowed under said approvals and in the accompany of the facility's dispensary.

#### POSSESSION

Should Lessor be unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage causes thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered.

Lessee may terminate this lease if Lessee fails to obtain the State of Connecticut approval to operating a medical marijuana dispensary facility at the location.

#### INDEMNIFICATION of LESSOR

Lessor Shall not be liable for any damage of injury to Lessee, or any other person, or of any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless form any claim for damages, no matter how caused.

#### INSURANCE

Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with Minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation of material change of coverage. To the maximum extent permitted by insurance policies, which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any

and all rights of subrogation that might otherwise exist.

#### EMINENT DOMAIN

Should the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

#### DESTRUCTION of PREMISES

Should an occurrence of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

#### LESSORS REMEDIES on DEFAULT

Should Lessee default in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within sixty days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, or Lessee does not commence such during within said sixty days and thereafter proceed with reasonable diligence and in good faith to cure said default), then Lessor may terminate this lease on not less than sixty days notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

#### SECURITY DEPOSIT

Lessee shall deposit with Lessor upon the signing of this lease the sum of two thousand Dollars \$2,000 as security deposit for the performance of Lessee's obligations under this lease, including

without limitation, the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit in hand at all times during the term of this lease.

#### TAX INCREASE

Should there be an increase in taxes during any year of the term of this lease in the Town, County, or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate of valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 25% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

#### COMMON AREA EXPENSES

Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

#### ATTORNEY FEES

Should a lawsuit be necessary for the recovery of the premises or for any sum due hereunder, or because of any act which might arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable Attorneys fee.

#### NOTICES

Notices given, or that might be required to be given by either party shall be accomplished by mailing same postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as might be designated by the parties from time to time.

#### HEIRS, ASSIGNS, SUCCESSORS

This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.

#### OPTION to RENEW

Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for two additional terms of five years months commencing at the expiration of the then lease term. All the terms and conditions of the lease shall apply during the renewal term except that the annual rent shall be the sum of twenty-four thousand Dollars \$24,000. The option shall be exercised by written notice given to Lessor not less than thirty Days prior to the expiration of the initial lease term. Should Lessee fail to give notice in the manner provided herein within the time specified, this option shall expire.

SUBORDINATION

This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the parties and may be modified only in writing, signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties execution hereof:

Signed on this 1<sup>st</sup> day of November, 2013.

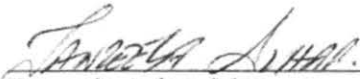
LESSOR



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Shaheen Ahmed, Manager  
Meriden Healthcare, LLC  
834 Broad Street  
Meriden, CT 06450

LESSEE



---

Tanzeela Azhar, Manager  
CT MM Health Clinic, LLC  
580 Burnside Avenue, Suite 1E  
East Hartford, CT 06108

Appendix A

P. 8 B C. 21

P. 12 B G. 3 B



State of Connecticut

Lookup Detail View

Name

<b>Name</b>
SHEIKH AHMED MD

License Information

License Information

License Type	License Number	Expiration Date	Granted Date	License Name	License Status	Licensure Actions or Pending Charges
Physician/Surgeon	33904	05/31/2014	07/22/1994	SHEIKH I. AHMED	ACTIVE	Yes, please make note of the license number and click <a href="#">here</a> .

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See Following pages

**STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH  
BUREAU OF HEALTHCARE SYSTEMS**

In re: Sheikh Ahmed, MD

Petition No. 2002-0520-001-098

**CONSENT ORDER**

WHEREAS, Sheikh Ahmed of Rocky Hill, Connecticut (hereinafter "respondent") has been issued license number 033904 to practice medicine and surgery by the Department of Public Health (hereinafter "the Department") pursuant to Chapter 370 of the General Statutes of Connecticut, as amended;

WHEREAS, respondent conducts a pediatric practice in East Hartford, Connecticut; and,

WHEREAS, respondent admits that:

1. On March 21, 2002, pediatric patient D.D. came to respondent's medical office for his 18-month immunization injections.
2. At that time, a medical assistant administered four immunization injections to D.D.
3. Medical assistants are not licensed, certified or registered by the Department and do not have statutory authority to administer medications.
4. The above described facts constitute grounds for disciplinary action pursuant to the General Statutes of Connecticut, §20-13c, including, but not limited to:
  - a. §20-13c(4); and/or,
  - b. §20-13c(11).

WHEREAS, respondent, in consideration of this Consent Order, has chosen not to contest this matter and agrees that for purposes of this or any future proceedings before the Connecticut

Medical Examining Board (hereinafter "the Board"), that this Consent Order shall have the same effect as if proven and ordered after a full hearing held pursuant to §§19a-10 and 20-13c of the General Statutes of Connecticut.

NOW THEREFORE, pursuant to §§ 19a-17 and 20-13c of the General Statutes of Connecticut, respondent hereby stipulates and agrees to the following:

1. Respondent waives his right to a hearing on the merits of this matter.
2. Respondent shall pay a civil penalty of one thousand dollars (\$1000.00) by certified or cashier's check payable to "Treasurer, State of Connecticut." The check shall reference the Petition Number on the face of the check, and shall be payable at the time respondent submits the executed Consent Order to the Department.
3. Respondent shall not use medical assistants for any practice for which a license, registration or certification is required including but not limited to the administration of medications by any means.
4. Respondent shall implement procedures in his office, including the posting of office policy, that respondent or other licensed health care provider is to administer all medications including injections, to ensure that unlicensed individuals do not engage in any activity for which a license, registration or certificate is required.
5. Respondent shall comply with all state and federal statutes and regulations applicable to his licensure.
6. In the event respondent violates any term of this Consent Order, said violation may constitute grounds for the Department to seek a summary suspension of his license before the Board.



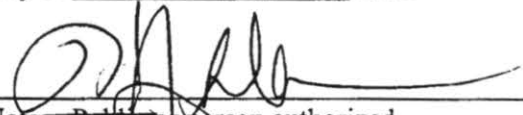
7. Legal notice shall be sufficient if sent to respondent's last known address of record reported to the Office of Practitioner Licensing and Certification of the Bureau of Healthcare Systems of the Department.
8. This Consent Order is effective on the first day of the month immediately following the date this Consent Order is accepted and ordered by the Board.
9. Respondent understands this Consent Order may be considered as a public document and evidence of the above-admitted violations in any proceeding before the Board in which his compliance with this Consent Order or with §20-13c of the General Statutes of Connecticut, as amended, is at issue. Further, respondent understands this Consent Order will appear on his physician profile pursuant to Connecticut General Statutes 20-13j.
10. Any extension of time or grace period for reporting granted by the Department shall not be a waiver or preclude the Department from taking action at a later time. The Department shall not be required to grant future extension of time or grace periods.
11. This Consent Order and terms set forth herein are not subject to reconsideration, collateral attack or judicial review under any form or in any forum. Further, this Order is not subject to appeal or review under the provisions of Chapters 54 or 368a of the General Statutes of Connecticut, provided that this stipulation shall not deprive respondent of any rights that he may have under the laws of the State of Connecticut or of the United States.
12. This Consent Order is a revocable offer of settlement which may be modified by mutual agreement or withdrawn by the Department at any time prior to its being executed by the last signatory.
13. Respondent permits a representative of the Legal Office of the Bureau of Healthcare Systems to present this Consent Order and the factual basis for this Consent Order to the Board.

14. Respondent understands that the Board has complete and final discretion as to whether this executed Consent Order is approved or accepted.
15. Respondent has the right to consult with an attorney prior to signing this document.

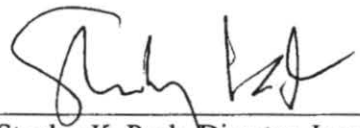
I, Sheikh Ahmed, have read the above Consent Order, and I stipulate and agree to the terms as set forth therein. I further declare the execution of this Consent Order to be my free act and deed.

  
\_\_\_\_\_  
Sheikh Ahmed


Subscribed and sworn to before me this 27<sup>th</sup> day of February 2003

  
\_\_\_\_\_  
Notary Public or person authorized  
by law to administer an oath or affirmation  
Comm. of Supr

The above Consent Order having been presented to the duly appointed agent of the Commissioner of the Department of Public Health on the 27<sup>th</sup> day of February 2003, it is hereby accepted.

  
\_\_\_\_\_  
Stanley K. Peck, Director, Legal Office  
Bureau of Healthcare Systems

The above Consent Order having been presented to the duly appointed agent of the Connecticut Medical Examining Board on the 18<sup>th</sup> day of March 2003, it is hereby ordered and accepted.

  
\_\_\_\_\_  
Connecticut Medical Examining Board

RAS/AhmedS/legal/CO/092002

## Appendix A – Dispensary Facility License Information Form

CT MM Health Clinic, LLC is hereby providing the following information:

### 71. Section L: Security System

- a. Line 71 detailed description of the security plan to be offered, including a discussion of each of the required elements set forth in Section 21a-408-62 of the Regulations.
  - i. Our security system will be provided by Protection 1 Security Solutions. We are enclosing details of their proposal, equipment and services. Their security solution ensures compliance with Section 21a-408-62 and based on our desire to go beyond those requirements, exceeds the State's regulations for security requirements.
  - ii. There are three proposal letters for each of our proposed locations, Newington, and Meriden. The basics of the systems are the same, the security provided is the same, but the quantity of pieces of equipment is varied due to the size and layout variances.
  - iii. Sec. 21a-408-62. Security alarm systems; minimum requirements. Both of our proposed locations will meet the requirements as follows:
  - iv. A perimeter alarm - All exterior doors and windows will be alarmed;
  - v. Motion detector – Motion detectors are provided throughout the facility to provide complete coverage;
  - vi. Video cameras in all areas that may contain marijuana and at all points of entry and exit, which shall be appropriate for the normal lighting conditions of the area under surveillance. The dispensary facility or production facility shall direct cameras at all approved safes, approved vaults, dispensing areas, marijuana sales areas and any other area where marijuana is being produced, harvested, manufactured, stored or handled. At entry and exit points, the dispensary facility or production facility shall angle cameras so as to allow for the capture of clear and certain identification of any person entering or exiting the facility. – This is provided for, with additional cameras and capabilities added for additional security, which includes snapshots of all entries at doors with key fob entry, with time and date stamps, and additional cameras throughout the facility for added coverage.
  - vii. Twenty-four hour recordings from all video cameras, which the dispensary facility or production facility shall make available for immediate viewing by the commissioner or the commissioner's authorized representative upon request and shall retain for at least thirty days. If a dispensary facility or producer is aware of a pending criminal, civil or administrative investigation or legal proceeding for which a recording may contain relevant information, the dispensary facility or producer shall retain an unaltered copy of the recording until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies the dispensary facility manager or producer that it is not necessary to retain the recording. – This is provided for.

- viii. Duress alarm, which for purposes of this subsection means a silent security alarm system signal generated by the entry of a designated code into an arming station in order to signal that the alarm user is being forced to turn off the system. – This is provided for at multiple fixed locations as well as portable units to be carried by employees at all times.
- ix. Panic alarm, which for purposes of this subsection means an audible security alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring a law enforcement response. - This is provided for at multiple fixed locations as well as portable units to be carried by employees at all times.
- x. Holdup alarm, which for purposes of this subsection means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress. - This is provided for at multiple fixed locations as well as portable units to be carried by employees at all times.
- xi. Automatic voice dialer, which for purposes of this subsection means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio or other communication system, to a law enforcement, public safety or emergency services agency requesting dispatch. – This is provided for.
- xii. A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to the dispensary facility or producer within five minutes of the failure, either by telephone, email, or text message. – This is provided for.
- xiii. The ability to immediately produce a clear color still photo that is a minimum of 9600 dpi from any camera image (live or recorded). – This is provided for.
- xiv. A date and time stamp embedded on all recordings. The date and time shall be synchronized and set correctly and shall not significantly obscure the picture; – This is provided for.
- xv. The ability to remain operational during a power outage. – This is provided for.
- xvi. A dispensary facility or a production facility shall maintain all security system equipment and recordings in a secure location so as to prevent theft, loss, destruction or alterations. - A separate security surveillance equipment and recordings room is provided in our plans with restricted entry.
- xvii. A dispensary facility or a production facility shall limit access to surveillance areas to persons that are essential to surveillance operations, law enforcement agencies, security system service employees, the commissioner or the commissioner’s authorized representative, and others when approved by the commissioner. A dispensary facility and producer shall make available a current list of authorized employees and service employees that have access to the

surveillance room to the commissioner or the commissioner's authorized representative upon request. A dispensary facility and producer shall keep all on-site surveillance rooms locked and shall not use such rooms for any other function. - This is provided for.

- xviii. A dispensary facility and producer shall keep the outside perimeter of the dispensary facility and production facility premises well-lit. - This is provided for and will be built to specs as such.
- xix. All video recording shall allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. A dispensary facility and producer shall erase all recordings prior to disposal or sale of the facility. - This is provided for.
- xx. A dispensary facility and producer shall keep all security equipment in good- working order and shall test such equipment no less than two times per year. - Protection 1 will provide maintenance services in compliance with this requirement.



*A Proposal for*

# CT MM HEALTH CLINIC, LLC:

(Burglary Alarm System)

*Presented By: Dave Scheets  
203-988-8413*

*Presented On November 13, 2013*





**Scope of Work**



NOTE:

- \* Alarm devices to conform to Section 21a-408-62 (#a1,#a2) for extent of protection.
- \* Duress, through keypad entry/Holdup, Panic buttons to conform to Section 21a-408-62 (#a5,#a6,#a7)
- \* Entire burglary system to be maintained through a maintenance contract to include complete testing two times per year (Section 21a-408-6 #g)
- \* All alarm devices, including holdup/panic buttons, to be interfaced with video system cameras to transmit video clip of alarm device area activity for alarm/video verification. Upon receipt of alarm Protection One dispatcher will view alarm and video simultaneously. Dispatcher will then be able to access DVR and view all 16 cameras and report results to police and customer. (Addition to Section 21a-408-62)

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<b><u>Total Installation Cost:</u></b>	<b>\$6,584.44*</b>
<b><u>Total Monthly Recurring Services Charges:</u></b>	<b>\$111.32*</b>

\* Plus applicable Tax





*A Proposal for*

# CT MM HEALTH CLINIC, LLC:

(Door Access Control System)

*Presented By: Dave Scheets  
203-988-8413*

*Presented On November 13, 2013*

---

## Equipment and Investment Summary

### Site Information

**Customer:** CT MM HEALTH CLINIC, LLC  
**Address:** 260 Stamm Rd  
**City, State Zip:** NEWINGTON, CT 06111  
**Bus. Phone:** 2039872727

### Billing Information

CT MM HEALTH CLINIC, LLC  
580 BURNSIDE AVENUE, SUITE 1E  
EAST HARTFORD, CT 06108  
2039872727

---

**Equipment List For:** Brivo Access System

Quantity

Description

1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]

[REDACTED]

Sub Total Installation Cost: \$21,114.12

**Recurring Services:**

Monitoring	\$0.00
Extended Service Plan (maintenance)	\$68.49
Signaling	\$0.00
Inspections	\$20.22
Video	\$0.00
Reporting	\$0.00
Secure Access (per door web-hosted charge)	\$146.00
Identity Protection	\$0.00
Lease Fee	\$0.00

---

Sub Total Monthly Charge: \$234.71



**Scope of Work**

[REDACTED]

\* Door access system to be interfaced with video system to record video clip of each user as user presents key tag at reader. Video will be available for instant review by mouse click on log entry to compare individual entering and key tag user database.

NOTE:

\* Access control system satisfies requirements, as stated in Section 21a-408-37) and (Section 21a-408-51)

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**Total Installation Cost:** **\$21,114.12\***

**Total Monthly Recurring Services Charges:** **\$234.71\***

\* Plus applicable Tax





*A Proposal for*

**CT MM HEALTH CLINIC, LLC:**  
**(Video Surveillance System)**

*Presented By: Dave Scheets*  
*203-988-8413*

*Presented On November 13, 2013*

## Equipment and Investment Summary

### Site Information

**Customer:** CT MM HEALTH CLINIC, LLC  
**Address:** 260 Stamm Rd  
**City, State Zip:** NEWINGTON, CT 06111  
**Bus. Phone:** 2039872727

### Billing Information

CT MM HEALTH CLINIC, LLC  
 580 BURNSIDE AVENUE, SUITE 1E  
 EAST HARTFORD, CT 06108  
 2039872727

### Equipment List For: CCTV System

C	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		<b>Sub Total Installation Cost:</b>	<b>\$12,630.49</b>

### Recurring Services:

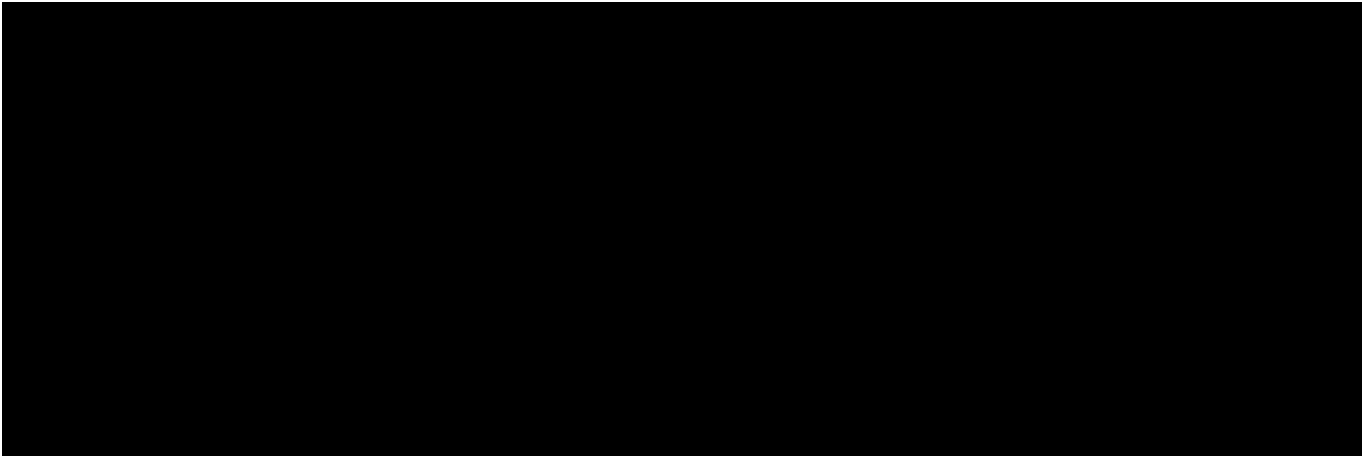
Monitoring	\$0.00
Extended Service Plan	\$74.02
Signaling	\$0.00
Inspections	\$12.66
Video	\$24.00
Reporting	\$0.00
Secure Access	\$0.00
Identity Protection	\$0.00
Lease Fee	\$0.00

---

Sub Total Monthly Charge: **\$110.68**

**Scope of Work**

Protection One install the following video surveillance system:



---

**Total Installation Cost:** **\$12,630.49\***

**Total Monthly Recurring Services Charges:** **\$110.68\***

\* Plus applicable Tax



*A Proposal for*

# CT MM HEALTH CLINIC, LLC:

(Burglary Alarm System)

*Presented By: Dave Scheets  
203-988-8413*

*Presented On November 13, 2013*





**Scope of Work**

[REDACTED]

\* Entire burglary system to be maintained through a maintenance contract to include complete testing two times per year (Section 21a-408-6 #g)

\* All alarm devices, including holdup/panic buttons, to be interfaced with video system cameras to transmit video clip of alarm device area activity for alarm/video verification. Upon receipt of alarm Protection One dispatcher will view alarm and video simultaneously. Dispatcher will then be able to access DVR and view all 8 cameras and report results to police and customer. (Addition to Section 21a-408-62)

---

<b><u>Total Installation Cost:</u></b>	<b>\$5,439.76*</b>
<b><u>Total Monthly Recurring Services Charges:</u></b>	<b>\$105.52*</b>

\* Plus applicable Tax





*A Proposal for*

# CT MM HEALTH CLINIC, LLC:

(Brivo Access System)

*Presented By: Dave Scheets  
203-988-8413*

*Presented On November 13, 2013*



**Scope of Work**

Protection One to install the following door access control system consisting of:

[REDACTED]

NOTE:

\* Access control system satisfies requirements, as stated in Section 21a-408-37) and (Section 21a-408-51)

---

<b><u>Total Installation Cost:</u></b>	<b>\$13,238.46*</b>
<b><u>Total Monthly Recurring Services Charges:</u></b>	<b>\$151.36*</b>

\* Plus applicable Tax





*A Proposal for*

**CT MM HEALTH CLINIC, LLC:**  
**(Video Surveillance System)**

*Presented By: Dave Scheets  
203-988-8413*

*Presented On November 13, 2013*

---

## Equipment and Investment Summary

### Site Information

**Customer:** CT MM HEALTH CLINIC, LLC  
**Address:** 834 Broad St 2nd Floor  
**City, State Zip:** MERIDEN, CT 06450  
**Bus. Phone:** 2039872727

### Billing Information

CT MM HEALTH CLINIC, LLC  
580 BURNSIDE AVENUE, SUITE 1E  
EAST HARTFORD, CT 06108  
2039872727

---

**Equipment List For:** CCTV System - CCTV

Quantity

Description

1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
1	[REDACTED]
	[REDACTED]
	Sub Total Installation Cost: \$7,282.71

### Recurring Services:

Monitoring	\$0.00
Extended Service Plan	\$41.93
Signaling	\$0.00
Inspections	\$6.33
Video	\$20.00
Reporting	\$0.00
Secure Access	\$0.00
Identity Protection	\$0.00
Lease Fee	\$0.00

---

Sub Total Monthly Charge: \$68.26

**Scope of Work**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Total Installation Cost:**

**\$7,282.71\***

**Total Monthly Recurring Services Charges:**

**\$68.26\***

\* Plus applicable Tax





## ACS5000-E / ACS5008-E Control Panels

The ACS5000-E and ACS5008-E control panels are shipped as complete two-reader control panels including UL-listed chassis and power supplies that are designed to be connected to a Brivo ACS WebService™ account. One additional ACS5000 expansion board can be mounted into the ACS5000-E chassis and up to three additional ACS5000 expansion boards can be mounted into the ACS5008-E chassis. Both control panel systems can support up to 14 expansion boards for up to 30 connected readers per control panel. An unlimited number of ACS5000-E and ACS5008-E control panel systems can be connected to an ACS WebService account for full scalability up to an enterprise level system. Setup for communication to the host takes minutes using the default DHCP configuration, or the panel can be configured with static IP addresses.



### Ethernet Control Panel for ACS WebService

- Great for single or multi-site applications
- Communicates via LAN/Internet
- Supports up to 14 expansion boards for up to 30 readers per panel
- Unlimited number of panels per ACS WebService account

### Ordering Information

ACS5000-E – ACS5000 control panel\* (standard size chassis)

ACS5008-E – ACS5000 control panel\* (large chassis)

\*Power supply, transformer, and battery included

### Ordering Information – Associated ACS5000 Series Components

ACS5000-DB – ACS5000 Door expansion board

ACS5000-IO – ACS5000 Input/Output expansion board

ACS5000-EXP – Expansion chassis\* (2 board capacity)

ACS5008-EXP – Large expansion chassis\* (4 board capacity)

\*Power supply, transformer, and battery included

### Service and Support

- Toll-free telephone and email support
- User manual, online help, and installation guide
- Professional services available for fast and seamless system implementation; options include training, technical support, conversion of legacy systems and databases, and custom branding

## ACS5000-E / ACS5008-E Control Panel Specifications

Communications	Internet via Ethernet connection using port 443 outbound
Authentication and encryption	X509 Digital Certificates and 128-bit SSL
Total number of active card holders	25,000 user credentials per panel
Maximum number of readers	Up to 30 per panel system
Event history	6,000 events (FIFO) offline from host
Maximum number of input points	Up to 120 per ACS5000-E/ACS5008-E
Maximum number of output relays	Up to 118 per ACS5000-E/ACS5008-E
Maximum number of ACS5000-IO and/or ACS5000-DB expansion boards	Up to 14 per ACS5000-E/ACS5008-E
Inputs points on ACS5000-E board (optional 4 state supervision)	(2) Door position points; (2) Request to Exit points; (4) Auxiliary input points
Output relays on ACS5000-E board	Form C (SPST) 3A @24VDC – (2) Lock switching; (4) Auxiliary output relays
Power consumption	12VDC @ 500mA peak with all relays engaged (board only)
Communication bus wiring	CAN Bus - Use CAT5 (or higher) UTP cable up to 1,500 feet
Temperature and humidity range	Operating Temp: 32° to 125° F, (0° to 49° C) Humidity: Max 85% non-condensing
Included components	(2) MOV surge suppressors and (16) 2K ohm End-of-Line resistors
Expansion board capacity	ACS5000-E: Capacity for (1) additional ACS5000-IO or ACS5000-DB; ACS5008-E: Capacity for (3) additional boards, may be a combination of ACS5000-IO and ACS5000-DB
Power supply (included)	12VDC @ 3A (Supports expansion boards and readers only) Aux output – 12VDC @ 250mA (Not to be used for lock power)
Transformer (included)	16.5VAC 40VA
Standby batteries and cables (included)	ACS5000-E: (1) 12VDC 7Ah Rechargeable ACS5008-E: (2) 12VDC 7Ah Rechargeable
Control chassis dimensions	ACS5000-E: 15”h x 15”w x 3.75”d ACS5008-E: 23.5”h x 15”w x 3.75”d
ACS5000-E / ACS5008-E enclosure details	NEMA type 1, tamper switch, key locks, and knockouts
Compliance	Listed 33HR   Access Control UL294/ULC Listed, CE Certified

### Powerful security made simple.

Visit us online at [www.brivo.com](http://www.brivo.com) and contact your Brivo Sales Representative for more information or a demo.



TELGUARD

# TG-7FS

## CELLULAR ALARM COMMUNICATOR FOR 3G/4G NETWORKS



### COMMERCIAL FIRE

#### PRODUCT FEATURES

- Meets UL 864 requirements for sole, primary or backup path communications.
- Provides RMR protection by leveraging technology that operates on 3G/4G networks.
- Supports listen-in, two-way voice verification over cellular.
- Minimizes false alarms by providing dual paths for self-tests.
- Falls back to 2G (GSM) if a 3G/4G network isn't available.

The Telguard TG-7FS is the ideal cellular alarm communications solution for commercial fire systems. The TG-7FS transmits alarm signals from the fire panel over the digital cellular network to the designated monitoring station.

Compliant with the 2013 Edition of NFPA 72, the TG-7FS can serve as the sole communications path for the fire alarm system. It replaces all of the landlines currently dedicated to the master control unit. On average, cellular monitoring costs the end user significantly less than a dedicated landline. For each landline replaced with a TG-7FS, the monthly communications bill decreases.

By being able to signal failures to the central station within sixty minutes of an outage, the TG-7FS can be installed as the sole path for commercial fire installations. For existing installations, all landlines can be swapped for a single TG-7FS because of the new sixty minute supervision mode.

The TG-7FS can also be installed as a backup path and upgraded to sole path at a later date.

#### Telguard Online

Telguard makes adopting cellular easy with a secure Internet portal. The straightforward web interface allows security dealers and central stations to quickly and efficiently access Telguard based services 24/7. This advanced tool has multi-level user authorization and provides total account management of UL Listed Telguard cellular alarm communicators.

#### Telguard Cellular Service

Telguard Cellular Service provides nationwide digital cellular network coverage for all Telguard units. Telguard's Communication Center is UL compliant and provides seamless connectivity between the alarm panel, the Telguard family of products and the central station. Telguard Technical Support provides a single point of contact for both cellular service and Telguard product questions.

#### Advanced Reliability

- Features the ability to utilize multiple cellular technologies to increase availability and reduce false alarms.
- Automatic self-tests with central station notification ensure the cellular system is operating.
- Available relay output for tripping the alarm control panel when a trouble condition occurs.



**TELGUARD**

# TG-7FS

## CELLULAR ALARM COMMUNICATOR FOR 3G/4G NETWORKS

### Power

- Transmit power: 1.0W-2.0W (maximum allowable).
- Power Consumption: 60mA (Standby) 250mA (Transmission).
- Transformer: 12VAC, 800mA UL listed plug-in.

### Radio Transceiver

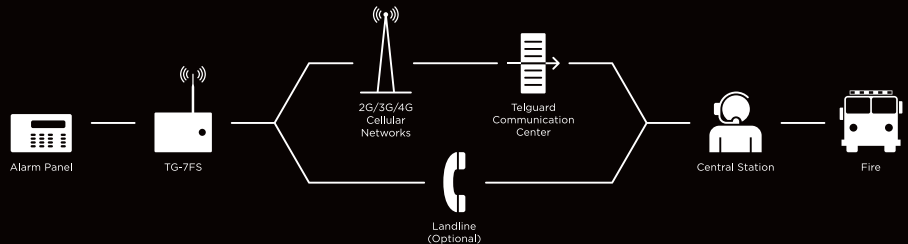
- 3G cellular radio.
- GSM 850MHz: Class 4 (2 watts).
- GSM 1900MHz: Class 1 (1 watt).
- UMTS WCDMA FDD 850/1900MHz.
- Antenna: 9" dipole with 2dBi gain, 12 ft of cable and universal mounting bracket.
- FCC part 15, 22, 24 and 68 compliant.

### Physical Details

- TG-7FS: 7.5" H x 11.5" W x 3.5" D.
- Shipping Weight: 8lbs.
- Operating Environment: 0°C to +50°C; up to 95% humidity (non-condensing).

### Standard Features

- Full data reporting.
- Automatic self-test (60 min. & daily).
- Power supply with battery harness.
- Locking, red metal enclosure.
- Two programmable supervisory trip outputs.
- Alarm format support for SIA2, Contact ID, pulse (3x1, 4x2), modem IIe, & IIIa<sup>2</sup>, DMP.
- Telephone line monitor built-in, with Standard Line Security.



Telguard technology allows full data reporting for unlimited point-to-point signal details and maximum transmitting power for superior in-building penetration.

Telguard products are easy to install, economical, and UL Listed.

### Accessories

- ACD 12, ACD 35, ACD 50, ACD 100: 12/35/50/100 feet of low loss, high performance cable.
- HGD-0: High gain directional antenna.
- EXD-0: External antenna.

### UL Listings

**Commercial Fire**  
864 • Control units & accessories for fire alarm systems

**Commercial Burglary**  
365 • Police Station connected burglar alarm units and systems

1610 • Central station burglar alarm units; Line security services

**Residential**  
985 • Household fire warning systems

\* For the most current product specifications and UL Listings visit [www.Telguard.com](http://www.Telguard.com).



## HD73P

### SUPER HIGH RESOLUTION 600 TVL TRUE DAY/NIGHT VANDAL DOME CAMERA WITH VARI-FOCAL AUTO IRIS LENS AND INFRARED ILLUMINATORS

The Performance Series rounds out Honeywell's camera portfolio with a variety of indoor, outdoor and low light cameras that lets end users pick the perfect camera for virtually any installation. Ideal for a diverse range of applications, the Performance Series includes a wide range of high performing IR bullet cameras and mini-domes that are easy to install and even easier to use.

The HD73P is a true day/night camera with 24 integrated LEDs that switches from color to black and white mode. A mechanical IR cut filter within the camera switches, allowing perfect color pictures by day and clear black and white images at night. The HD73P utilizes smart infrared technology. Auto LED brightness adjustment provides even distribution of the IR, eliminating excessive illumination and washed out video. The HD73P incorporates a 1/3" CCD that offers 600 TV lines of crisp, clear horizontal resolution. The camera comes equipped with a built-in 3.8 – 9.5 mm Vari-focal Auto Iris lens for increased optical versatility and no focus shift when the camera switches from day to night mode. The 3-D axis gimbal allows versatile positioning and instant centering of the video image. In addition, the lens is optically isolated from the LEDs by a 'boot' which eliminates internal IR glare.

The built-in breather vent effectively stops all humidity buildup to eliminate weather-related issues, loss of critical video, or possibly having to replace the camera.

The HD73P installs quickly and easily. It comes standard with a two-conductor pigtail that connects to the barrel connector so there is no need to cut wires during installation. It also features a video out port for easy focus. The HD73P is designed for use in challenging environments. It is IP66 rated for outdoor installations, but can also be installed indoors, mounted directly to a ceiling or wall.

#### Market Opportunities

The HD73P is a cost effective surveillance solution for applications that experience changing light conditions throughout the day and require extra illumination at night. The HD73P offers a simple yet solid design that provides optimum performance for both indoor and outdoor applications including schools, colleges, universities, hospitals, commercial sites, industrial parks, airports, gated entrances, foyers, loading docks and driveways.

#### Features

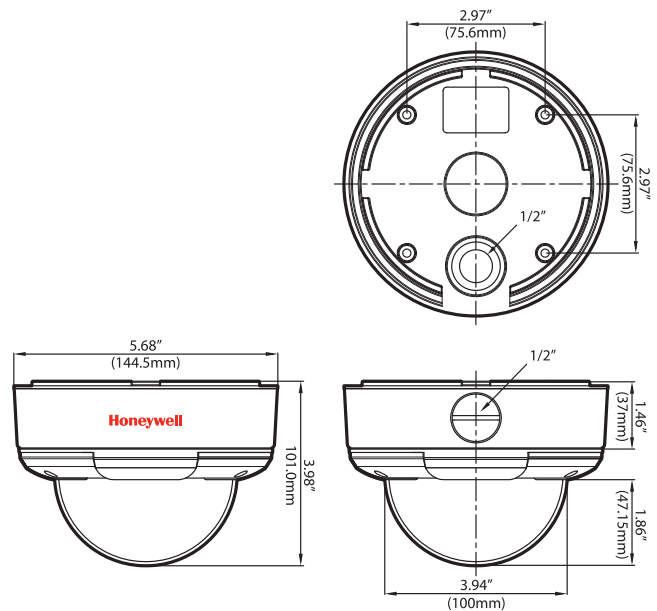
- 1/3" Interline Transfer CCD
- Super high resolution color: 600 TV lines
- True day/night with 24 LEDs (850 nm)
- Digital Noise Reduction technology for noise free images
- Smart IR for even distribution of the IR to prevent excessive illumination
- Built-in 3.8 – 9.5 mm Vari-focal Auto Iris lens
- Privacy zone, mirror function
- User-friendly design for easy access and adjustment of camera settings
- Vandal-proof and weather resistant housing: IP66 rating
- Total effectiveness in zero lux environments
- IR LED visible range of ~65 ft. (20 m), depending on scene reflectance
- 3-D axis gimbal
- Video out port for setup
- Two-conductor pigtail is standard for connection to barrel connector
- 12 VDC input
- Built-in breather vent stops humidity buildup



## SPECIFICATIONS

Operational	
Video Standard	NTSC, PAL
Scanning System	2:1 Interlace
Image Sensor	1/3" Interline Transfer CCD
Number of Pixels (H x V)	768 x 494 (NTSC) 752 x 582 (PAL)
Minimum Illumination	0.3 lux (Color) / 0 Lux (IR LED On)
Horizontal Resolution	600 TVL
Video Output	1.0 Vp-p, composite @ 75 Ohms
Sync System	Internal
S/N Ratio	50 dB (AGC Off)
Auto Gain Control	On, Off (Adjustable)
Automatic Electronic Shutter	1/60 – 1/120,000 second (NTSC) 1/50 – 1/120,000 second (PAL)
White Balance	ATW, Manual, Push
Digital Noise Reduction (DNR)	Low, Middle, High, Off
IR LEDs	850 nm, 24 LEDs
IR Illumination Distance (dependent on scene reflectance)	~65 ft. (20 m) Depending on scene reflectance
SBLC	Low, Middle, High, Off
Day/Night	IREC, Color, B/W
Burst	On, Off
Lens Type	3.8 – 9.5 mm VFAI, F1.4
Angle of View	H: 70.7° - 29.2° V: 90.1° - 37.1°
Electrical	
Input Voltage	12 VDC
Input Range	12 VDC ± 10%
Power Consumption	4.8 W (max, IR on)
Mechanical	
Dimensions (W x H x D)	See Diagram
Weight	1.86 lb (0.844 kg) max
Construction	Housing: Die Cast Aluminum Dome: Polycarbonate Finish: Light gray powder coating
Connector	Main Video: BNC connector Power Input: 2.1 mm Plug

Environmental	
Temperature	Operating: 14°F to 122°F (-10°C to 50°C) Storage: -4°F to 140°F (-20°C to 60°C)
Relative Humidity	0% to 90% non-condensing
Rating	IP66
Accessories	
Power Supplies	
HPT12DC500	12 VAC / 500 mA Plug-in Regulated 2.1 mm Coaxial Plug UL Listed/CSA Certified
Mounting Brackets	
HDPR-WK	Wall mount bracket
HDPR-PK	Pendant mount bracket
Regulatory	
Emissions	FCC, CE (EN55022) Class A
Immunity	CE (EN50130-4)
Safety	EU: EN 60950



Ordering	
HD73P	1/3" CCD Integrated True Day/Night Super High Resolution IR Vandal Resistant Dome Camera, 600 TVL, 24 LEDs, 3.8 – 9.5 VFAI Lens, 12 VDC, NTSC
HD73PX	1/3" CCD Integrated True Day/Night Super High Resolution IR Vandal Resistant Dome Camera, 600 TVL, 24 LEDs, 3.8 – 9.5 VFAI Lens, 12 VDC, PAL

### Automation and Control Solutions

Honeywell Systems  
2700 Blankenbaker Pkwy, Suite 150  
Louisville, KY 40299  
1.800.796.2288  
www.honeywell.com

L/HD73PD/D  
October 2011  
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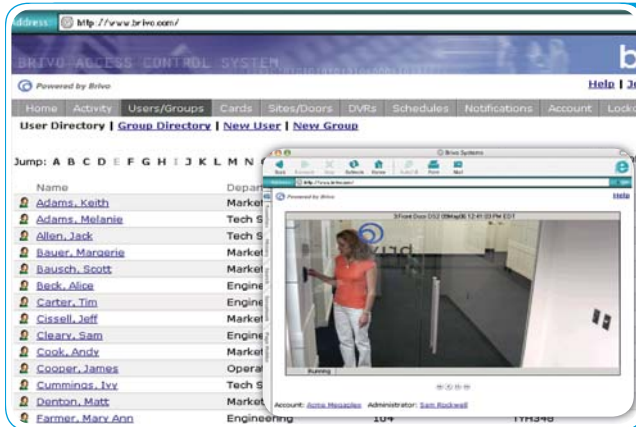
# Honeywell

# ACS WebService™

## Web-hosted Access Control

### Easy to use, Versatile, Scalable

ACS WebService is a Web-hosted access control solution that leverages the power and versatility of the Internet. It provides reliable, real-time access control administration of your facilities. There's no software installation, no server set-up, and no IT hassles. The entire system can be administered over the Internet from virtually any browser... anywhere, anytime!



Use your Web browser to access your entire account. The simple interface has you up and running with almost no training. Cameras work with either the fully integrated DVR module or our Online Video Recorder (OVR™) service. Both enable remote viewing of video that is fully integrated into the application for seamless management of your system.

### ACS WebService Account Administration

- Web browser interface for all administration—including Activity Log
- Reports, activity log, and journals let you keep close tabs on system activity
- Multiple logins for security and partitioned database access
- Up to 25,000 users/credentials per control panel
- Audit trail of administrative actions
- Infinitely scalable for unlimited expansion
- New firmware updates available online at no additional cost

### IP Connectivity and Interfaces

- TCP/IP—works on any network
- 128-bit SSL encryption—your information is secure
- DHCP (Default) or Static IP—little or no IT resources needed
- XML Application Programming Interface (API) included—integrates with other systems to streamline processes, saving you time and money

### System Highlights

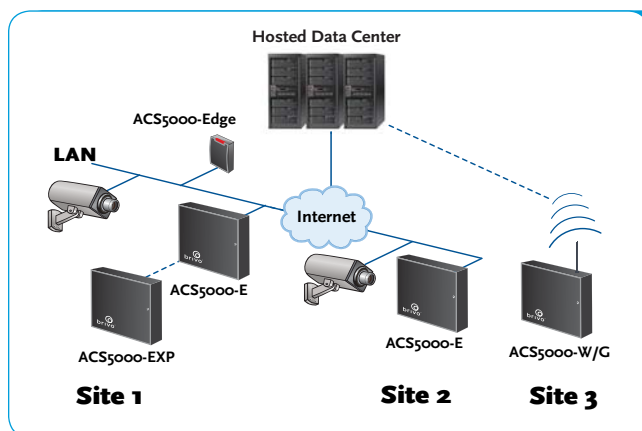
- No software to install, no dedicated PC needed
- System is fully accessible from any Web browser
- Notifications of alarms via email, pager, or cell phone
- No servers or IT support needed—backups, archives, and upgrades all handled by the Brivo data center
- Intuitive interface means end-user training is a snap
- DVR integration enables viewing of live or event-related video
- Badge design and printing interface fully integrated into application
- Antipassback features

### Online Video Recorder Service

- Access video for all of your locations in one centrally managed account
- Only cameras on site—no other equipment needed
- Fully encrypted and secure
- No IT support required
- Online video storage means no wasted expense—don't pay for storage and resources you don't need!

## ACS WebService Specifications

Communications	LAN / WAN / Internet / Cellular
Authentication and encryption	X509 Client Certificates and 128-bit SSL
Active card holders	Unlimited system-wide user credentials
Max # of system-wide readers	Unlimited
Max # of accounts	Unlimited
Max # of custom fields	60
Maximum # of workstations	Unlimited browser connections (Included)
Firmware upgrades	Downloadable via Internet or cellular
Text message and email notifications	Configurable by site. Included with ACS WebService account
Stored events	Past 365 days storage of unlimited number of events
Elevator control	Up to 118 floors per elevator reader
Online video recorder	See OVR WebService™ cutsheet for details
DVR integration	See DVR cut sheet for details
Lockdown	By doors or user groups
Badge design and printing	Image capture via JPG or Web Cam
Antipassback	Several configuration options



ACS WebService can control access to multiple sites. Unlimited scalability and the power of 24/7, professionally staffed data centers give you a system that is flexible, powerful, and secure. All you need to administer the system—including every site, user, door, and camera—is any standard Web browser and Internet access.

### Supported Readers

Brivo supports a variety of readers. For a full list, visit [www.brivo.com/support](http://www.brivo.com/support) and download the ACS5000 Reader/Keypad Wiring Guide under ACS5000-E/W.

### Ordering Information for ACS WebService System Components

ACS5000-E/ACS5008-E	ACS5000 Ethernet control panel* (Standard or large size chassis)
ACS5000-W/G	ACS5000 Cellular control panel* (Standard size chassis)
ACS5000-EDGE	HID Edge™ with Brivo ACS Plug-in (Reader not included)
ACS5000-DB	ACS5000 Door Expansion Board
ACS5000-IO	ACS5000 Input/Output expansion board
ACS5000-EXP/ACS5008-EXP	Expansion Chassis* (2 or 4 board enclosure)

\*Power supply, transformer, and battery included.

### We give you options. You make the choice.

Visit us online at [www.brivo.com](http://www.brivo.com) and contact your Brivo Sales Representative for more information or a demo.

MKT-DOC-016-ACSWEBSERVICECUTSHEET



# 5881ENHC

## COMMERCIAL WIRELESS RECEIVER



The new 5881ENHC RF Receiver is designed for use with control panels that are approved for use in commercial fire and/or burglary installations. The receiver recognizes alarm, status and keypad control messages from wireless

transmitters operating at 345 MHz. The receiver also features a Spatial Diversity System that virtually eliminates “nulls” and “dead spots” within the coverage area.

## FEATURES

- Front and back tamper for commercial fire/burg installations
- One or two receivers can be used to provide redundant coverage or extend coverage in large areas
- Spatial Diversity System virtually eliminates “nulls” and “dead spots” within the coverage area
- Can be mounted remotely, anywhere on the keypad bus, for extended coverage
- Compatible with all 5800 series wireless devices
- Connects to control panel via the keypad bus
- UL listed for Commercial Fire/Burg applications

## COMPATIBLE CONTROLS

- VISTA-32FB
- VISTA-128FBP
- VISTA-250FBP
- FA1700 series
- VISTA-128BP
- VISTA-250BP
- FA1600 series

## SPECIFICATIONS

### Dimensions

- 7-3/8" W x 4-3/8" (10-7/8" with antennas) H x 1-7/16" D  
188mm W x 112mm H  
(277mm with antennas) x 37mm D

### Input Voltage

- 12VDC (from control's keypad terminals)

### Current

- 60mA (typical)

### Operating Temperature

- 32° F to 122° F  
(0° C to 50° C)

### Interface Wiring

- RED: 12VDC input (+) Aux. power
- GREEN: Data out to control
- YELLOW: Data in from control
- BLACK: Ground (-)

### Range

- 200 ft (60m) nominal indoors from wireless transmitters (the actual range to be determined with the security system in the Test mode)

### Installation

- See product installation instructions for details on programming and mounting

### UL Listings

- Commercial Fire UL 864
- Household Fire UL 985
- Household Burg UL 1023
- Commercial Burg UL 365, UL 609, UL 1076, UL 1610
- FM
- MEA
- CSFM

## ORDERING

**5881ENHC**

Commercial Wireless Receiver

**Automation and Control Solutions**  
Honeywell Security & Communications  
2 Corporate Center Dr. Suite 100  
P.O. Box 9040  
Melville, NY 11747  
www.honeywell.com

# Honeywell

L/5881ENHC/D  
October 2008  
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**D8LS** 8 Channel DVR with Digital Deterrent™  
**D16LS** 16 Channel DVR with Digital Deterrent™

D8LS500 / 1 TB / 2 TB / 4 TB / 6 TB  
 D16LS500 / 1 TB / 2 TB / 4 TB / 6 TB

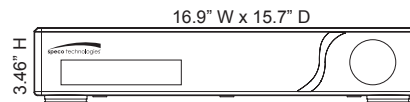
## Features

View on iPhone®, Blackberry® or Android®

- 8 or 16 composite video input connectors
- Multiple monitor connectors: 1 BNC Video Out, 1 Spot, 1 VGA
- Multiple search engines (date/time, calendar, record table, event, motion, museum)
- EZ Setup Wizard
- Auto Port Forwarding (uPnP) and SSL encryption
- User-friendly Graphical User Interface (GUI) menu and mouse user interface system
- Multiple recording modes (time-lapse, pre-event, alarm, motion, text-in and panic)
- Two-way audio communication
- 4-Channel audio recording and 1-channel audio playback
- Time synchronization using industry standard protocol
- Built-in DVD RW Drive
- Self-diagnostics with automatic notification including hard disk drive S.M.A.R.T. protocol
- Automatic O/S recovery
- H.264 recording
- Recording rate up to 480FPS
- Free Speco DDNS service for use with dynamic IP addresses
- MAC® & PC compatible software included
- POS/ATM support with text overlay and searchable database
- Simultaneous live view or playback while continuing to record, network transfer
- Text message alerts of system activity and status
- Remote monitoring, recording, playback, change system settings and dome camera control via network and/or Internet
- Real time live display
- IR Remote control included - individually control up to 16 DVRs
- Multiple analytics such as museum search and advanced motion detection
- USB 2.0 port for video clip exporting
- Easy software upgrade via Network or USB Flash drive
- Configurable per channel normal and event recording frame rate and picture quality or globally via EZ record
- Full system monitoring
- Free Central Management System (Speco Central) software allows viewing of multiple DVRs on a PC
- Email notification of alarm events
- **Free iPhone® app available from iTunes®**



**Storage from 500GB up to 6TB**



- Per channel built-in PTZ camera protocol including Pelco D
- Automatic camera detection (Plug & Play)
- Digital zoom in live mode and playback
- Covert camera operation provides enhanced security and administrator control
- Playback while watching live on same monitor
  - Up to 30 minutes pre-alarm recording
  - Up to 15 minutes post-alarm recording
- Hard drive status monitoring
- Remote upgrade
- USB mouse supported (not included)
- Multiple language on-screen menus
- Password to secure installation with configurable user authentication levels
- DVR supports static IP, DHCP, PPPoE and DDNS
- Power Consumption: AC100 - 240 V - 50/60Hz, 1.2 - 0.6A
- Operating Temperature: 41° F - 104° F
- Dimensions: 16.9" (W) x 3.46" (H) x 15.7" (D)
- Weight: 16.76 lbs.
- 3 year warranty

### **EZ Set-Up Wizards!**

One click wizard guides you to set up essentials of the system in a logical and easy to understand sequence.

- Date/Time • Recording method • Recording video quality • Network

Speco Technologies is constantly developing and improving products.

We reserve the right to modify product design and specifications without notice and without incurring any obligation.

Rev. 12/16/11

# Technical Specifications: LS H.264 DVR with Looping Outputs



## EZSetup Wizard

One click Wizard guides you to setup essentials of the system in a logical and easy-to-understand sequence.

- Date/Time Setup
- Recording Method Setup
- Recording Video Quality Setup
- Network Setup

## Applications

### Speco Central

Remote software providing 64 cameras live/ playback, event monitoring, local recording, E-map and device management.

### Speco Mobile

Remote monitoring software running on mobile devices like Android and Blackberry.

### Speco Remote

Web based remote monitoring software which can be downloaded from web browsers in ActiveX format.

### Speco Player

Self executable video player containing non-alterable recorded data from the DVR.

### Speco Mobile-I

Remote monitoring software for iPhone and iTouch.

Model Name	D8LS	D16LS
Video Inputs	8	16
Video Outputs	1 BNC, 1 VGA, 1 SPOT	1 BNC, 1 VGA, 1 SPOT
Display Resolution	720 x 480	
Loop Out	8	16
<b>RECORD &amp; PLAYBACK</b>		
Compression	H.264	
Recording Rate	240 fps@CIF / 240 fps@2CIF / 120 fps@D1	480 fps@CIF / 240 fps@2CIF / 120 fps@D1
Playback Rate	240 fps @ CIF	480 fps @ CIF
Recording Mode	Time-Lapse, Event, Pre-Event (up to 30 min), Text-In, Panic	
Search Mode	Date/Time, Record Table, Calendar, Event, Motion, Museum, Text-In	
<b>SYSTEM</b>		
Operating System	Embedded Linux	
Firmware Base	XDR Type	
Storage	Max. 4 HDD	
Data Export	USB (HDD, FlashDrive), SATA DVD±RW	
<b>NETWORK</b>		
Connection	Ethernet	
Protocols	Manual, ADSL, DHCP, DDNS	
Remote Software	Speco Central, Speco Remote	
Max Transmission Rate	120 CIF	
<b>INTERFACE</b>		
Audio In / Out	RCA 4/1	
Alarm In / Out	8 / 1 (relay, NO)	16 / 1 (relay, NO)
Serial Interface	RS232, RS485	
External Interface	2 x USB 2.0	
User Interface	Front Buttons, Mouse, IR Remote Control	
<b>OTHER</b>		
Dimensions (W x H x D)	16.9" x 3.46" x 15.7", 2U, Rack Mount	
Unit Weight	16.76 lbs.	16.76 lbs.
Operating Temperature	41° F ~ 104° F	
Operating Humidity	0% ~ 90%	
Power	AC 100-240 V~, 50/60Hz, 1.2 ~ 0.6A	
Approvals	FCC, UL, CE, CB	

Please note that specifications and unit exterior design are subject to change without notification.

For more information contact **Speco Technologies** 200 New Highway, Amityville, NY 11701  
Toll Free: 1-800-645-5516 Fax: 631-957-9142 or 631-957-3880 Website: [www.specotech.com](http://www.specotech.com)

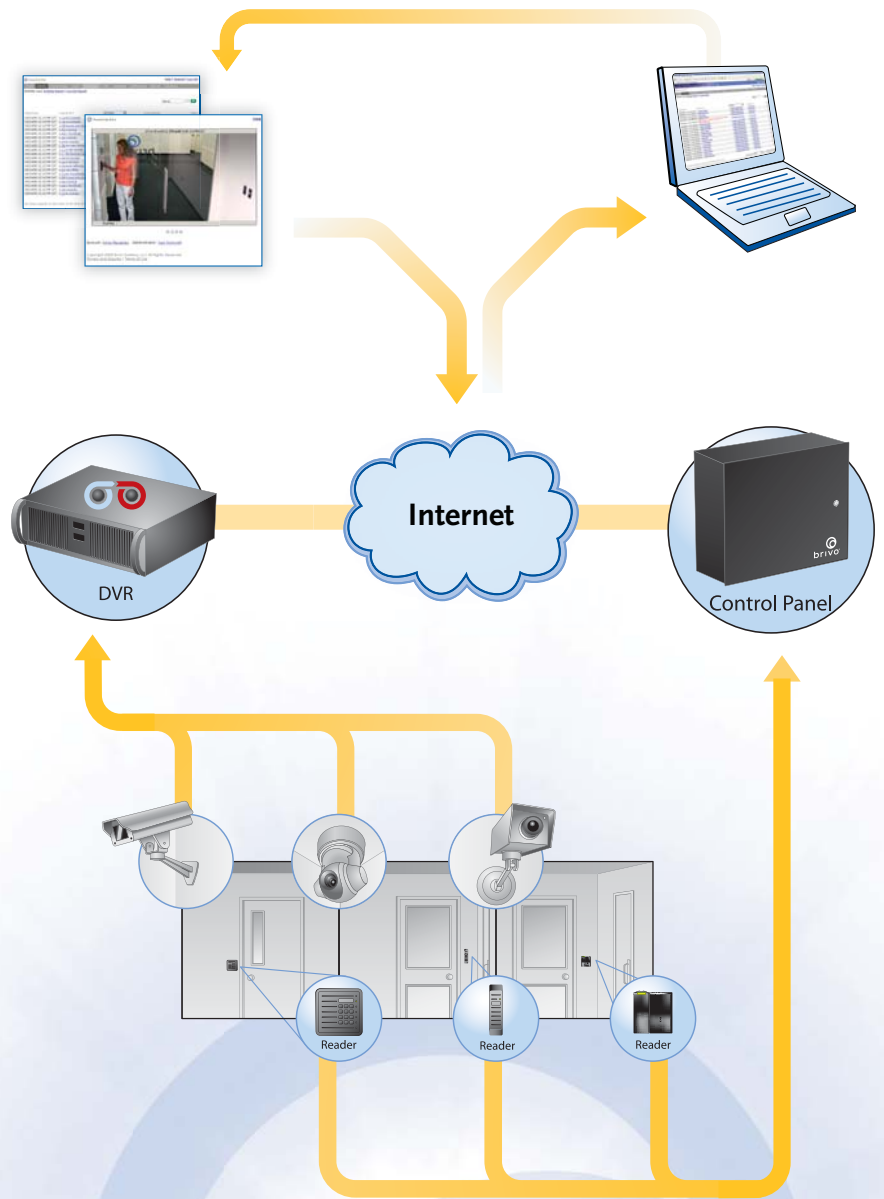
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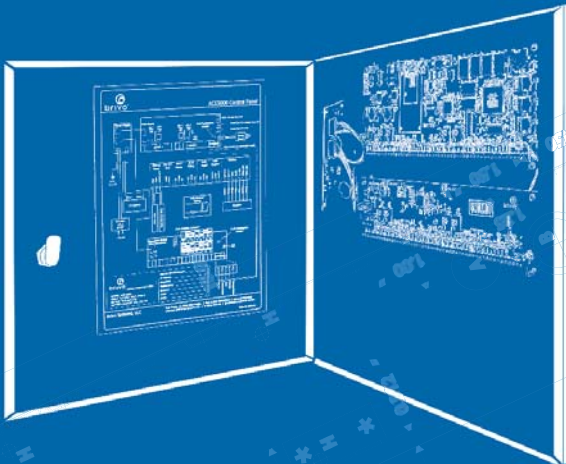


brivo®

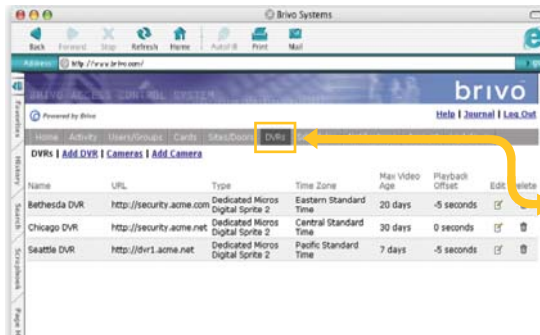
## Integrate Video into your Brivo Online Access Control System

By simply providing IP information for the DVR and correlating camera locations with readers or other input devices, you will be able to play stored video clips for any event in the Activity Log. The Brivo solution also provides “live” viewing links to any camera defined in your account. Because no physical connection is required between the control panel and the video equipment, a DVR and camera can easily be added to your account at any time.

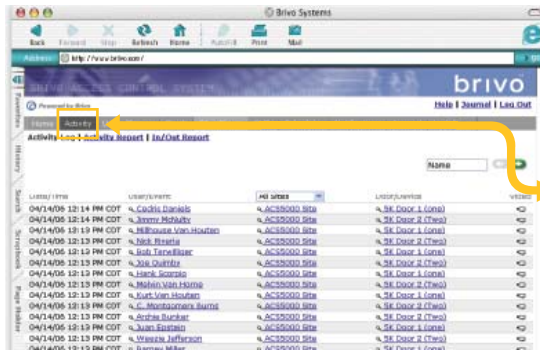




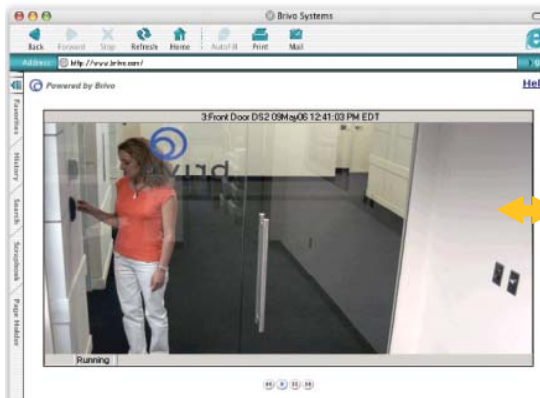
## Brivo® DVR/CCTV Integration Facts & Features



**Manage DVRs and Cameras**  
Administrators can easily add and delete DVRs and cameras online.



**Review Activity Logs**  
Instantly access history by users, facility, even individual doors.



**Instant Playback for Video Clips**  
Click on the video icon to view any event in the Activity Log.

For a listing of supported DVRs, contact your Brivo Regional Sales Representative, call us toll-free at 1-866-692-7486, option 1, or email us at [sales@brivo.com](mailto:sales@brivo.com).

**Online Access Control... anywhere, anytime!**  
**We give you options. You make the choice.**

Visit us online at [www.brivo.com](http://www.brivo.com) and contact your Brivo Sales Representative for more information or a demo.

Call 1-866-692-7486, option 1, or email [sales@brivo.com](mailto:sales@brivo.com) today!

[www.brivo.com](http://www.brivo.com)

[sales@brivo.com](mailto:sales@brivo.com)

1-866-692-7486, option 1



MKT-DOC-039-DVRCUTSHEET

## VISTA-128BP SERIES

### PARTITIONED COMMERCIAL BURGLARY ALARM CONTROL PANELS



The VISTA-128BPE is a powerful member of the Honeywell family of commercial alarm panels, integrating burglary, CCTV and access control functions. Many features are available that extend the applications of the VISTA-128BP while simplifying end-user operation.

The VISTA-128BP and VISTA-128BPE (VISTA-128BP Rev. 4) are Listed for residential burglary, residential fire and commercial burglary applications (see agency listings in this document for more details). They are compatible with a wide range of AlarmNet communications products for alarm reporting, uploading/downloading and remote services.

## FEATURES

### Standard features

#### (VISTA-128BP and VISTA-128BPE):

- Provides nine style-B hardwired zones
- Supports up to 119 additional zones using a built-in polling (V-Plex, multiplex) loop interface
- Supports up to 127 wireless zones using up to two 5800 series wireless receivers (fewer if using hardwire and/or polling loop zones)
- Provides one power-limited bell circuit delivering 1.7Amp (max) at 12Vdc
- Provides the ability to control eight separate partitions independently, each functioning as if it had its own separate control
- Accommodates 150 user codes with seven authority levels
- Accommodates 32 keypad macro commands per system
- Keeps a log of up to 512 events
- VistaView-100 CCTV support
- Supports up to 16 compatible two-wire smoke detectors on zone 1
- Supports up to 50 latching-type glassbreak detectors on zone 8
- Zone 7 may be used for keyswitch arming/disarming
- Supports V-Plex® addressable VistaKey access control (up to eight doors and 250 cards)
- Easily programmed and maintained by Compass Windows-based downloader
- Supports up to 96 programmable outputs
- Programmable to meet SIA false alarm prevention specifications. To meet UL approval for ANSI/SIA CP-01-2000 order part number VISTA-128SIA
- Panel Linking up to eight panels
- Supports eight numeric pager numbers
- Supports touchscreen Advanced User Interface (AUI)
- Smoke detector reset at keypad
- Quick exit
- Group bypass
- Arm faulted
- Event arming

- Scheduled check-in

- Arm stay by group

### Enhanced features

#### (VISTA-128BPE only):

- Carbon monoxide (CO) zone type support
- Expanded RS-232 capability for third party interface and automation
- Internet upload/download over AlarmNet GSM, iGSM and IP communicators over the panel's keypad (ECP) bus
- Ringback support for AlarmNet communicators (confirmation of closing report)
- 24-hour dialer test support for AlarmNet devices

## VISTA-128BP SERIES

### PARTITIONED COMMERCIAL BURGLARY ALARM CONTROL PANELS

#### ADDITIONAL FEATURES

##### Basic Hardwired Zones

Provides nine style-B hardwired zones with the following characteristics:

- EOLR supervision (optional for zones 2-8) supporting N.O. or N.C. sensors (EOLR supervision required for fire and UL burglary installations)
- Individually assignable to one of eight partitions

##### Polling Loop Expansion

Supports up to 119 additional zones using a built-in polling (V-Plex, multiplex) loop interface. Current draw can total up to 128mA. Polling loop zones have the following characteristics:

- Must use V-Plex devices
- Supervised by control panel
- Individually assignable to one of eight partitions

##### Wireless Expansion

Supports up to 127 wireless zones using up to two 5800 series wireless receivers (fewer if using hardware and/or polling loop zones).

Wireless zones have the following characteristics:

- Supervised by control panel for check-in signals (except certain non-supervised transmitters)

- Tamper protection for supervised transmitters
- Individually assignable to one of eight partitions

##### Scheduling

Provides the following scheduling capabilities:

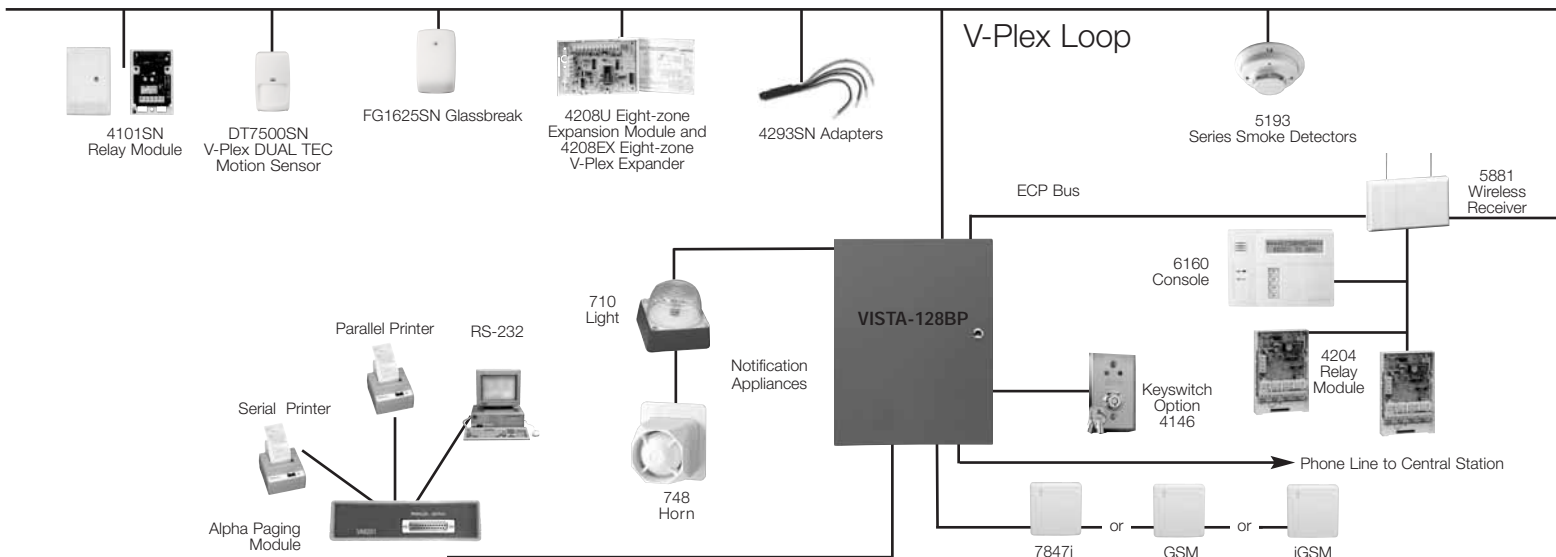
- Open/close schedules (for control of arming/disarming and reporting)
- Holiday schedules (allows different time windows for open/close schedules)
- Timed events (for activation of relays, auto-bypassing and unbypassing, auto-arming and disarming, etc.)
- Access schedules (for limiting system access to users by time)
- End user output programming mode (provides 20 timers for output control)

##### Eight Partitions

Provides the ability to control eight separate areas independently, each functioning as if it had its own separate control. Partitioning features include:

- A Common Lobby partition (1-8), which can be programmed to arm automatically when the last partition that shares the common lobby is armed, and to disarm when the first partition that shares the common lobby is disarmed

- A Master partition (9), used strictly to assign keypads for the purpose of viewing the status of all eight partitions at the same time (master keypads)
- All zones assignable to one of eight partitions
- Keypads assignable to one of eight partitions or to Master partition 9 to view system status
- Ability to assign relays to one or all eight partitions
- Ability to display fire and/or burglary and panic and/or trouble conditions at all other partitions' keypads (selectable option)
- Individually programmable account number, entry delay and exit delay by partition



NOTE: Please refer to the website ([www.honeywell.com/security/hsc](http://www.honeywell.com/security/hsc)) for the latest product information.

## VISTA-128BP SERIES

### PARTITIONED COMMERCIAL BURGLARY ALARM CONTROL PANELS

#### ACCESSORIES

##### Auxiliary Devices

- 4204 - Relay Module, four form C contacts
- 5881 Series - RF Receiver supporting 5800 wireless detectors
- 6160 - Alpha Keypad/Annunciator
- 6220S - System Printer used with 4100SM serial module
- VA8200 - (PLM) Panel Linking Module
- VA8201 - (APM) Alpha Paging Module

##### Manual Pull Stations

- 5140MPS-1
- 5140MPS-2

##### V-Plex (addressable) Devices

- 4101SN Single Relay/zone Module
- 4190SN Remote Point Module - two zones
- 4193SN Two zone Serial Interface Module
- 4208EX - Eight zone expander for ULC commercial installations
- 4208U Loop Expansion Module - eight zones
- 4209U Group zoning Module - two/four zones
- 4293SN One zone Serial Interface Module
- 4297 Isolation/Extender Module V-Plex (addressable) smoke detectors
- VSI Short/Overload Isolation Module

- 5193SD

- 5193SDT

##### Passive Infrared Detectors

- 998MX
- IS2500SN
- DT7500SN
- QUEST2260SN

##### V-Plex (Addressable) Contacts

- 4939SN-WH
- 4944SN-WH
- 4959SN, 9500SN

##### V-Plex Glassbreak Detectors

- FG1625SN

##### VISTA Interactive Phone Module

- 4286 VIP Module

##### Optional Communicators

- AlarmNet Internet/Intranet communicators and digital cellular communicators

##### Access Control

- VISTAKey V-Plex (addressable) Access Control
- VISTAKey-SK Starter Kit
- VISTAKey-EX Expansion Kit

##### CCTV

- Optiflex CCTV module

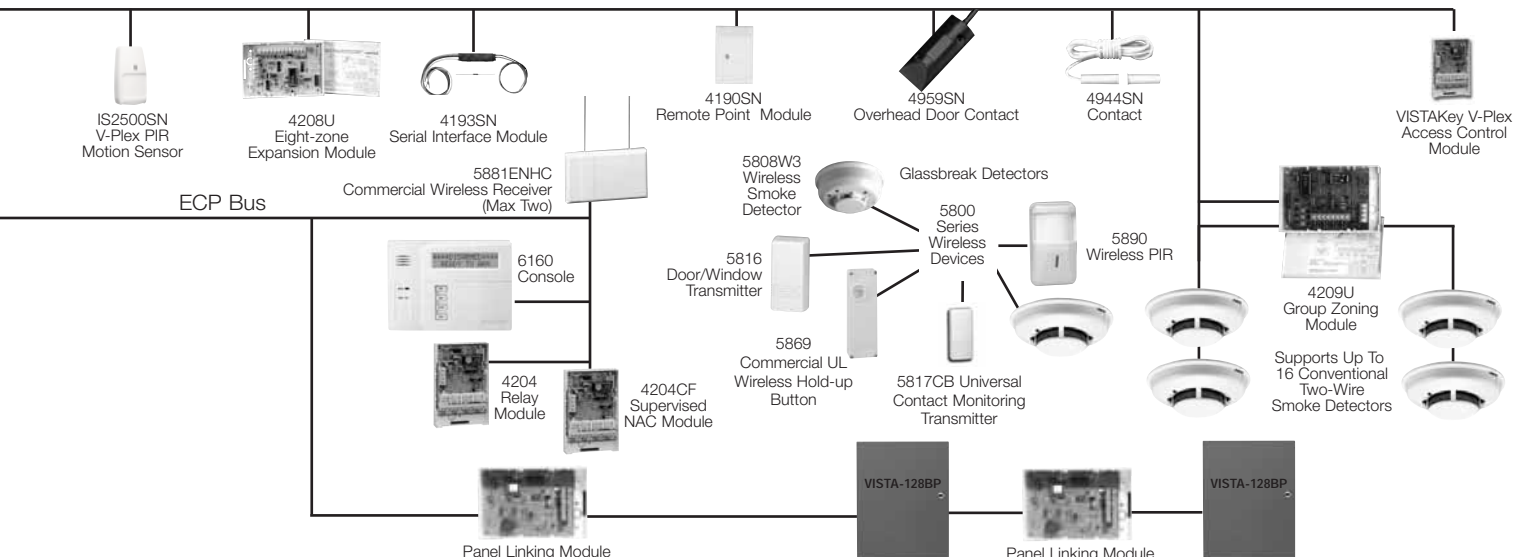
##### Wireless Devices

- 5804 - Wireless Key
- 5804BD - Bidirectional Key
- 5804BDV - Bidirectional with voice
- 5816 - Door/Window Transmitter
- 5819 - Shock Sensor
- 5827BD - Bidirectional Keypad
- 5853 - Glassbreak Detector
- 5894 - Wireless PIR Motion Sensor
- 5890 - Passive Infrared Detection
- 5800PIR-OD - Outdoor Motion Sensor
- 5870API - Asset Protection Device
- 5800PIR/5800PIR-RES/5800PIR-COM—Wireless Motion Detectors
- 5800CO/A - Wireless Carbon Monoxide Detector
- 5800RP - Wireless Repeater
- 5808W3 - Wireless Smoke Detector
- 5809 - Wireless Heat Detector

##### Commercial Listed Wireless Devices

- 5817CB - Commercial UL Burglary, Universal Contact Monitoring Transmitter\*
- 5869 - Commercial UL Wireless Hold-up Button\*
- 5881ENHC and 5883H Receivers

\*When used with 5881ENHC and/or 5883H receiver.





# VISTA-128BP SERIES

## PARTITIONED COMMERCIAL BURGLARY ALARM CONTROL PANELS

### SPECIFICATIONS

#### Agency Listed to the Following Standards:

- UL609 Grade A Local Mercantile Premises and Mercantile Safe and Vault
- UL611/UL1610 Grades A, AA Central Station
- UL365 Grades A, AA Police Connect
- UL985 Household Fire
- UL1023 Household Burglar Alarm California State Fire Marshall (CSFM)
- UL1635 - Digital Alarm Communicator System Units
- CAN/ULC - S303
- CAN/ULC - S304
- CAN/ULC - S545
- CAN/ULC - S1023
- For commercial burglary attack proof requirements, use VISTA-ULKT attack proof enclosure

#### Electrical

- Voltage Input: From Honeywell No. 1361 Plug-In Transformer or 1361X10 transformer (for X-10 installations) rated 16.5VAC, 40 VA
- Use 1361CN plug-in transformer for Canada
- Alarm Sounder Output: 10VDC-13.8VDC, 1.7 amps max., (UL1023, UL609 installations); 750mA less aux. current draw (UL985 installations)
- Auxiliary Power Output: 9.6VDC-13.8VDC, 750mA max. For UL installations, the accessories connected to the output must be UL Listed, and rated to operate in the above voltage range
- Backup Battery: 12VDC, 4AH or 7AH sealed-lead acid. YUASA NP4-12 (12V, 4AH) or NP7-12 (12V, 7AH) recommended
- Standby Time: Four hours min. with 750mA aux. load using 7AH battery
- Circuit Protectors: PTC circuit breakers are used on battery input to protect against reverse battery connections and on alarm sounder output to protect against wiring faults (shorts). A solid state circuit breaker is used on auxiliary power output to protect against wiring faults (shorts).

#### Main Dialer

- Formats Supported: ADEMCO Contact ID, ADEMCO High Speed, ADEMCO 4 + 2 Express, ADEMCO Low Speed, Sescoa and Radionics Low Speed
- Line Seize: Double Pole
- Ringer Equivalence: 0.7B

#### Cabinet Dimensions

12-1/2" W X 14 1/2" H X 3" D

### ORDERING

<b>VISTA-128BP</b>	Commercial Burglary Alarm Control Panel (UL Listed)
<b>VISTA-128BPE</b>	Enhanced Commercial Burglary Alarm Control Panel (ETL Listed as VISTA-128BP Rev. 4, UL Pending)
<b>VISTA-128SIAE</b>	SIA Approved Enhanced Commercial Burglary Alarm Control Panel

#### For more information:

[www.honeywell.com/security/hsc](http://www.honeywell.com/security/hsc)

#### Automation and Control Solutions

Honeywell Security & Communications  
2 Corporate Center Dr. Suite 100  
P.O. Box 9040  
Melville, NY 11747  
1.800.467.5875  
[www.honeywell.com](http://www.honeywell.com)

# Honeywell

L/VSTA128BPD/D  
April 2010  
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# PERSONAL FINANCIAL STATEMENT

As of

**10/31/13**

Name **Sheikh Ahmed**  
 Name (if Joint)  
 Address **711 Laurie Lane, Orange, CT 06477**

<u>ASSETS</u>		<u>LIABILITIES</u>	
	Note		Note
Cash on hand		Accounts payable	
\$		\$	
15,000		-	
Cash in banks	3	Notes payable	3
\$		\$	
265,000		-	
Retirement Accounts		Installment accounts	
\$		\$	
-		22,000	
Business A/R		Loan on Life Insurance	4
\$		\$	
-		-	
Life Insurance - CSV	4	Mortgages on Real Estate	7
\$		\$	
-		3,820,000	
Stocks & Bonds	5	Unpaid Taxes	
\$		\$	
-		-	
Closely held businesses	6	Other Liabilities	10
\$		\$	
8,949,500		-	
Real Estate	7		
\$			
7,650,000			
Automobiles owned			
\$			
-			
Other Personal Property	8		
\$			
175,000			
Other Assets	9		
\$			
-			
		<b>Total Liabilities</b>	\$
			3,842,000
		Net Worth	\$
			13,212,500
<b>Total Assets</b>		<b>Total Liabilities &amp; Net Worth</b>	\$
\$		\$	17,054,500
17,054,500			

**Note 1. Source of Income**

Salary	\$	-
Net Investment Income	\$	110,000
Other Income (enter and describe below)		
Closely held businesses distributions	\$	300,000
	\$	410,000

**Note 2. Contingent Liabilities**

As endorser or Co-Maker	
Legal Claims & Judgments	
Provision for Federal Income Tax	
Other Special Debt (enter and describe below)	

**Note 3. Cash in banks**

Bank Name	Account Type	Balance
Various	Checking/Savings/MM	\$ 265,000.00
<b>Total</b>		<b>\$ 265,000.00</b>

**Note 4. Life Insurance - CSV**

Insurance Company	Face Amount	Cash Value	Loan	Beneficiaries
<b>Total</b>		\$	-	\$
		-	-	

**Note 5. Stocks & Bonds**

# Shares	Name of Securities	Cost	FMV / Share	Total Value
<b>Total</b>		\$	-	\$
		-	-	-

<b>Note 6. Closely held businesses (reported at FMV net of liabilities)</b>					
% Owned	Name of Business	Line of Business	Years in Business	Business Value	Your Value
100%	East Hartford Medical Center, Inc.	Medical Office	14	4,000,000.00	\$ 4,000,000
100%	Meriden Health Care, LLC	Medical Office	4	2,000,000.00	\$ 2,000,000
100%	Everyday Medical Care Center, LLC	Medical Office	8	1,000,000.00	\$ 1,000,000
33%	ABC Discount	Warehouse	5	1,500,000.00	\$ 499,500
100%	Talcottville Road Citgo, LLC	Gas/Conv Store	5	1,250,000.00	\$ 1,250,000
100%	One Stop Deli & Convenience, LLC	Convenience Store	1	200,000.00	\$ 200,000
				<b>Total</b>	<b>\$ 8,949,500</b>

<b>Note 7. Real Estate</b>					
Address	Type of Property	Date Purchased	Original Cost	Market Value	Mortgages / Liens Balance
580 Burnside Ave, E. Hartford, CT	Comm	2006	550,000	\$ 2,600,000	\$ 650,000
Burnside Ave, E. Hartford, CT	Res	2002	16,500	\$ 50,000	\$ -
834 Broad Street, Meriden, CT	Comm	2002	1,100,000	\$ 1,400,000	\$ 890,000
235 Riverside Drive, E. Hartford, CT	Res Lux Condo	2010	154,000	\$ 250,000	\$ 80,000
520 Talcottville Road, Vernon, CT	Comm	2010	2,450,000	\$ 1,750,000	\$ 1,100,000
50 Heather Hill, Rocky Hill, CT	Res	1995	237,000	\$ 500,000	\$ 388,000
711 Lori Lane, Orange, CT	Res	1997	485,000	\$ 1,100,000	\$ 712,000
			<b>Total</b>	<b>\$ 7,650,000</b>	<b>\$ 3,820,000</b>

<b>Note 8. Other Personal Property</b>		<b>Note 9. Other Assets</b>	
Description	Value	Description	Value
Furniture, jewelry, etc.	\$ 175,000		
<b>Total</b>	<b>\$ 175,000</b>	<b>Total</b>	<b>\$ -</b>

<b>Note 10. Other Liabilities</b>	
Description	Amount Owed
<b>Total</b>	<b>\$ -</b>

**PERSONAL FINANCIAL STATEMENT**

As of **10/31/13**

Name **Tanzeela Azhar**  
 Name (if Joint) **Ghulam Azhar**  
 Address **25 Peria Dr, Rocky Hill, CT 06067**

<u>ASSETS</u>			<u>LIABILITIES</u>		
	Note			Note	
Cash on hand		\$ 45,000	Accounts payable		\$ -
Cash in banks	3	\$ 60,000	Notes payable	3	\$ -
Retirement Accounts		\$ -	Installment accounts		\$ -
Business A/R		\$ -	Loan on Life Insurance	4	\$ -
Life Insurance - CSV	4	\$ -	Mortgages on Real Estate	7	\$ 350,000
Stocks & Bonds	5	\$ -	Unpaid Taxes		\$ -
Closely held businesses	6	\$ 7,500,000	Other Liabilities	10	\$ -
Real Estate	7	\$ 800,000			
Automobiles owned		\$ -	<b>Total Liabilities</b>		<b>\$ 350,000</b>
Other Personal Property	8	\$ 225,000	Net Worth		\$ 8,280,000
Other Assets	9	\$ -			
			<b>Total Liabilities &amp; Net Worth</b>		<b>\$ 8,630,000</b>
<b>Total Assets</b>		<b>\$ 8,630,000</b>			

**Note 1. Source of Income**

Salary	\$ -
Net Investment Income	\$ 10,000
Other Income (enter and describe below)	
Closely held businesses distributions	\$ 400,000
	\$ 410,000

**Note 2. Contigent Liabilities**

As endorser or Co-Maker	
Legal Claims & Judgments	
Provision for Federal Income Tax	
Other Special Debt (enter and describe below)	

**Note 3. Cash in banks**

Bank Name	Account Type	Balance
Various	Checking/Savings/MM	\$ 60,000.00
		\$ 60,000.00

**Note 4. Life Insurance - CSV**

Insurance Company	Face Amount	Cash Value	Loan	Beneficiaries
Total		\$ -	\$ -	

**Note 5. Stocks & Bonds**

# Shares	Name of Securities	Cost	FMV / Share	Total Value
Total		\$ -	\$ -	\$ -

**Note 6. Closely held businesses (reported at FMV net of liabilities)**

% Owned	Name of Business	Line of Business	Years in Business	Business Value	Your Value
100%	Trippo Novelty, LLC	Wholesaler	9	7,500,000.00	\$ 7,500,000
				<b>Total</b>	<b>\$ 7,500,000</b>

**Note 7. Real Estate**

Address	Type of Property	Date Purchased	Original Cost	Market Value	Mortgages / Liens Balance
25 Peria Dr, Rocky Hill, CT	Res	2012	750,000	\$ 800,000	\$ 350,000
				<b>Total</b>	<b>\$ 800,000 \$ 350,000</b>

**Note 8. Other Personal Property**

Description	Value
Furniture, jewelry, etc.	\$ 225,000
<b>Total</b>	<b>\$ 225,000</b>

**Note 9. Other Assets**

Description	Value
<b>Total</b>	<b>\$ -</b>

**Note 10. Other Liabilities**

Description	Amount Owed
<b>Total</b>	<b>\$ -</b>

# CT MM Health Clinic, LLC

## Financial Statement Setting Forth Elements of Business Transactions Connected with our Application

Organizational costs	\$ 220
Costs of Start-up Activities	9,796
Total	<u>\$ 10,016</u>

# CT MM Health Clinic, LLC

## Financial Statement Setting Forth Details of Business Transactions Connected with our Application

	<u>Date</u>	<u>Amount</u>	<u>Paid by</u> <u>TA</u>	<u>Paid by</u> <u>SA</u>	<u>Accounts</u> <u>Payable</u>
<u>Organizational costs</u>					
Filing fee - Articles of Organization	10/25/13	\$ 120.00		\$ 120.00	
Registration fee - Sales Tax Permit	10/25/13	\$ 100.00		\$ 100.00	
		<u>\$ 220.00</u>		<u>\$ 220.00</u>	
<u>Purchase of research materials</u>					
Marijuana Business Factbook 2013	10/02/13	\$ 132.99	\$ 132.99		
Business & Marketing Plan Software	10/02/13	\$ 26.96	\$ 26.96		
Expanded business plan software	10/03/13	\$ 46.98	\$ 46.98		
Adobe Acrobat XI	10/24/13	\$ 228.48	\$ 228.48		
Smart Draw software purchase	11/08/13	\$ 116.95	\$ 116.95		
		<u>\$ 552.36</u>	<u>\$ 552.36</u>		
<u>Consulting fees paid in connection with permit application</u>					
J&R Business & Financial Consulting, LLC	07/17/13	\$ 2,500.00	\$ 2,500.00		
J&R Business & Financial Consulting, LLC	08/15/13	\$ 1,443.75	\$ 1,000.00		\$ 443.75
J&R Business & Financial Consulting, LLC	10/02/13	\$ 2,000.00	\$ 2,000.00		
J&R Business & Financial Consulting, LLC	10/31/13	\$ 3,300.00	\$ -		\$ 3,300.00
		<u>\$ 9,243.75</u>	<u>\$ 5,500.00</u>		<u>\$ 3,743.75</u>
		<u>\$ 10,016.11</u>			

B. LOCATION AND SITE PLAN – Newington, CT Site Selection 1

We are providing information on two different proposed site locations, one in Newington, CT, this summary, and one in Meriden, CT, the alternative site, enclosed also in this application. The purpose of providing two alternate sites is to provide the State with options in choosing the optimal location to better serve the public.

Please provide the following information:

1. The location of the proposed dispensary facility;
  - a. CT MM Health Clinic, LLC shall operate the proposed dispensary facility at 260 Stamm Road, Stamm Road Industrial Park, Newington, CT.
  
2. Documents sufficient to establish that the applicant is authorized to conduct business in Connecticut and that state and local building, fire and zoning requirements and local ordinances are met for the proposed location of the dispensary facility; CT MM Health Clinic, LLC herein attaches the following documents:
  - a. Articles of Organization as filed with the Secretary of the State of Connecticut;
  - b. Acceptance of Business Filing received from the Secretary of the State of Connecticut;
  - c. Town of Newington notice of public hearing on medical marijuana zoning regulations;
  - d. Town of Newington proposed medical marijuana dispensary and production zoning regulations; and
  - e. Letter of explanation showing that CT MM Health Clinic, LLC will meet local zoning and ordinances for the proposed location of the dispensary facility.
  
3. If the property is not owned by the applicant, provide a written statement from the property owner and landlord certifying that they have consented to the applicant operating a dispensary facility on the premises;
  - a. Newington, CT location – Letter from property owner / landlord is enclosed certifying that they have consented to our operating a dispensary facility on the premises; and
  
4. Any text and graphic materials that will be shown on the exterior of the proposed dispensary facility;
  - a. Newington, CT location – In accordance with the town’s proposed regulations and keeping with our goal of providing a discrete and secure facility, only the street number of the location shall be shown on the exterior of the proposed dispensary facility; and
  
5. Photographs of the surrounding neighborhood and businesses sufficient to evaluate the proposed dispensary facility’s compatibility with commercial or residential structures already constructed, or under construction, within the immediate neighborhood;



a. Entrance to Stamm Road Industrial Park, view 1



b. Entrance to Stamm Road Industrial Park, view 2



c. Photos of all buildings and businesses on Stamm Road











- d. Additional photos of 260 Stamm Road, Newington, CT the proposed dispensary site in Newington, CT

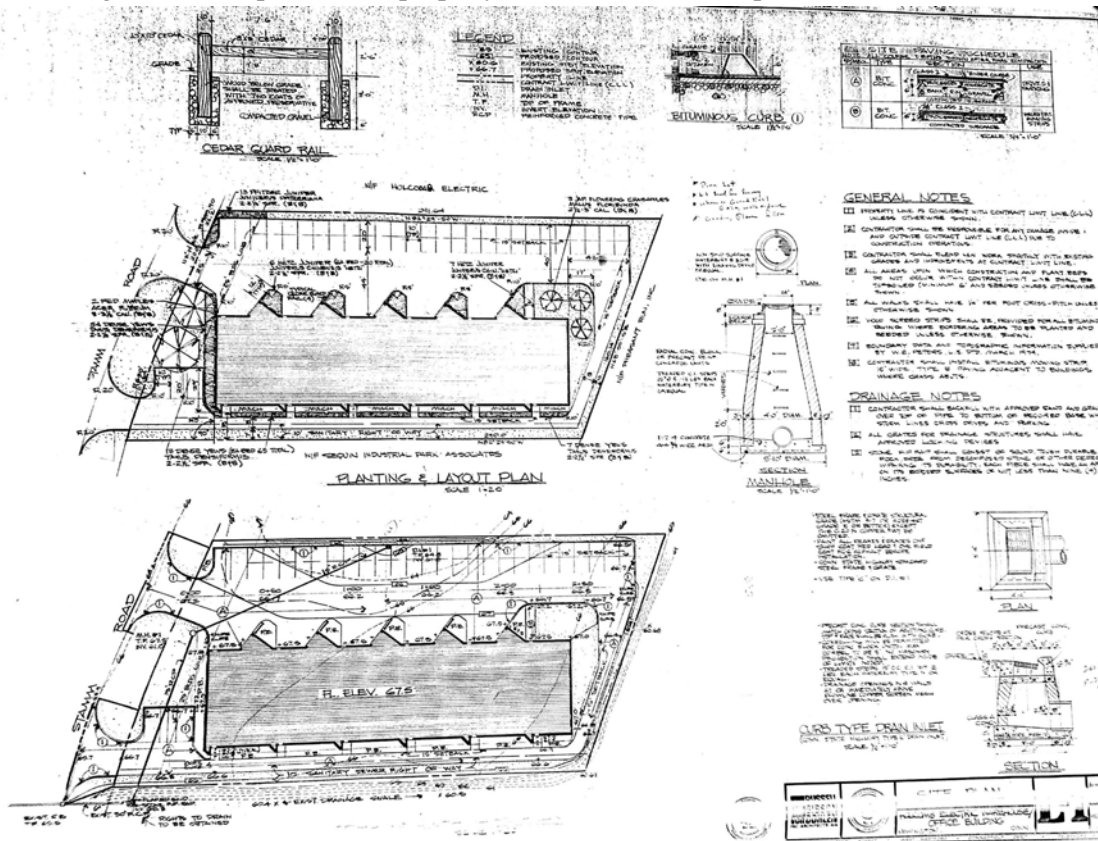


6. A site plan drawn to scale of the proposed dispensary facility showing streets, property lines, buildings, parking areas, and outdoor areas, if applicable, that are within the same block as the dispensary facility;



The above satellite view shows the current property, indicating the approximate areas for the dispensary facility (yellow highlight), property boundaries (red), and parking areas (blue).

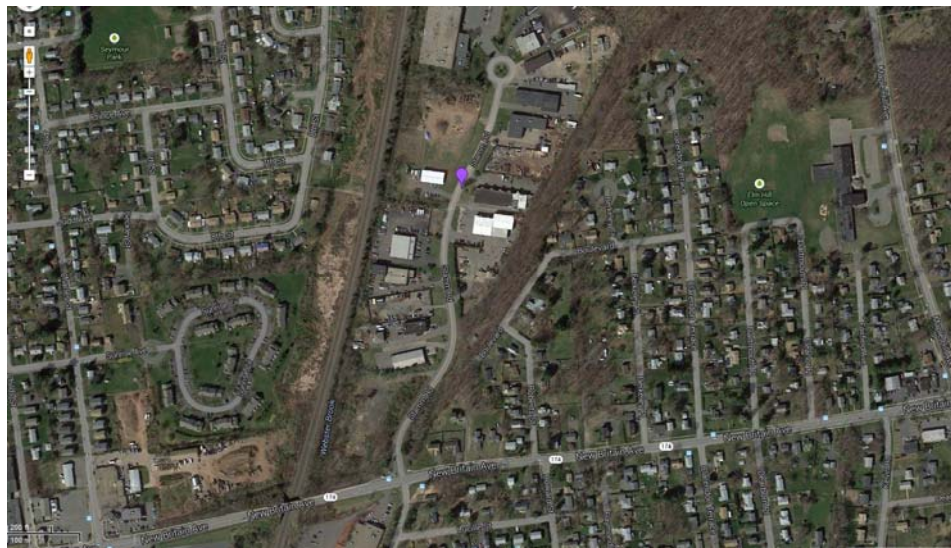
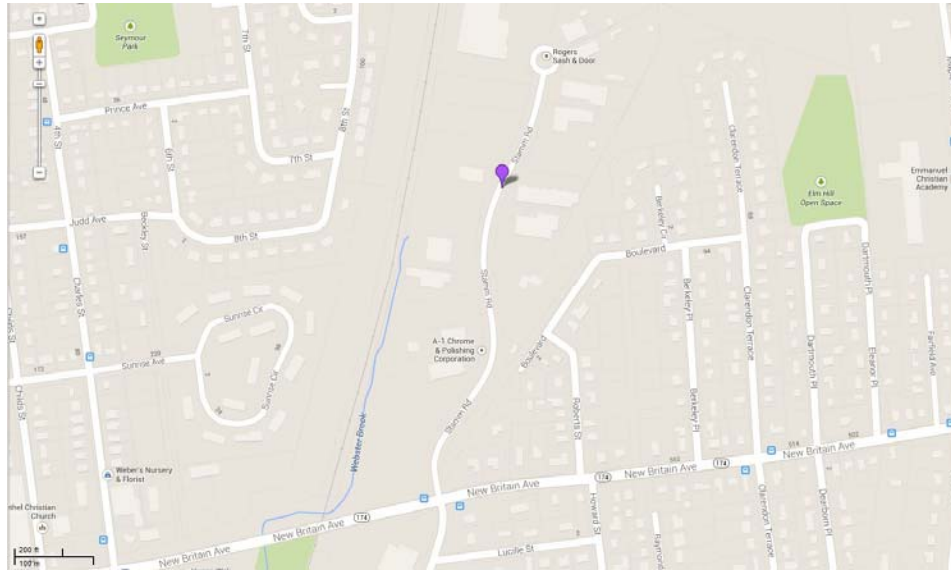
Below is the engineered site plan for the property as filed in the municipal offices.



Generated by CamScanner from intsig.com

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

- a. There are no places of religious worship, public or private schools, convents, charitable institution, hospitals, veterans' homes, or any camp or military establishment within 1,000 feet of the proposed dispensary facility.



8. A blueprint, or floor plan drawn to scale, of the proposed dispensary facility, which shall, at a minimum, show and identify the following:

- a. The location and square footage of the area which will constitute the dispensary department from which marijuana and marijuana products will be sold; See Floor Plan.



- b. The square footage of the overall dispensary facility; See Floor Plan.
- c. The square footage and location of areas used as storerooms or stockrooms within the dispensary department; See Floor Plan.
- d. The size of the counter that will be used for selling marijuana and marijuana products within the dispensary department; For added security, there is no counter, a full wall with a security window separates the dispensary technician and the patients.
- e. The location of the dispensary facility sink and refrigerator, if any; See Floor Plan.
- f. The location of all approved safes and approved vaults that will be used to store marijuana and marijuana products; See Floor Plan.
- g. The location of the toilet facilities; See Floor Plan.
- h. The location of a break room and location of personal belonging lockers; See Floor Plan.
- i. The location and size of patient counseling areas, if any; See Floor Plan.
- j. The locations where any other products or services, in addition to marijuana and marijuana products, will be offered, if any; and See Floor Plan.
- 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. See Floor Plan.





# SECRETARY OF THE STATE OF CONNECTICUT

B. 2. 9.

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470

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


PHONE: 860-509-6003

WEBSITE: [www.concord-sots.ct.gov](http://www.concord-sots.ct.gov)

## ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY - DOMESTIC

C.G.S. §§34-120; 34-121

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

<b>FILING PARTY</b> (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: <b>Richard Pelletier, Sr.</b> ADDRESS: <b>580 Burnside Avenue, Suite 1E</b>  CITY: <b>East Hartford</b> STATE: <b>CT</b> ZIP: <b>06108</b>		<b>FILING FEE: \$120</b> MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
<b>1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED:</b> (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.) <b>CT MM Health Clinic, LLC</b>		
<b>2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED:</b> ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.  The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Company Act.		
<b>3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED:</b> (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: <b>260 Stamm Road Industrial Park</b>  CITY: <b>Newington</b> STATE: <b>CT</b> ZIP: <b>06111</b>		
<b>4. MAILING ADDRESS, IF DIFFERENT THAN #3:</b> PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: <b>580 Burnside Avenue, Suite 1E</b>  CITY: <b>East Hartford</b> STATE: <b>CT</b> ZIP: <b>06108</b>		
<b>5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED:</b> (COMPLETE A OR B NOT BOTH) <input checked="" type="checkbox"/> <b>A. IF AGENT IS AN INDIVIDUAL.</b> PRINT OR TYPE FULL LEGAL NAME:  <b>Richard Pelletier, Sr.</b>		
<b>BUSINESS ADDRESS</b> (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		<b>CONNECTICUT RESIDENCE ADDRESS</b> (P.O. BOX NOT ACCEPTABLE)
ADDRESS: <b>580 Burnside Avenue, Suite 1E</b>  CITY: <b>East Hartford</b> STATE: <b>CT</b> ZIP: <b>06108</b>		ADDRESS: <b>252 Scantic Road</b>  CITY: <b>East Windsor</b> STATE: <b>CT</b> ZIP: <b>06088</b>
<b>SIGNATURE ACCEPTING APPOINTMENT:</b> 		

B. IF AGENT IS A BUSINESS:

PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

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

ADDRESS:

CITY:

STATE:

ZIP:

**SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:**

[Signature line]

**PRINT NAME & TITLE OF PERSON SIGNING:**

[Name and title line]

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


NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
Tanzeela Azhar	Manager	260 Stamm Road Industrial Park Newington, CT 06111	25 Peria Dr Rocky Hill, CT 06067

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

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

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

DATED THIS 24 DAY OF October, 2013

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
Richard Pelletier, Sr.	

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE EASILY FILED ONLINE @ [www.concord-sots.ct.gov](http://www.concord-sots.ct.gov)  
CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.  
TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5962 OR GO TO [www.ct.gov/drs](http://www.ct.gov/drs)

B. 2. b.

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

OCTOBER 30, 2013

RICHARD PELLETIER, SR.  
580 BURNSIDE AVENUE  
SUITE 1E  
EAST HARTFORD, CT 06108

RE: Acceptance of Business Filing

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

Business Name:  
CT MM HEALTH CLINIC, LLC

Work Order Number: 2013311150-001  
Business Filing Number: [REDACTED]  
Type of Request: ARTICLES OF ORGANIZATION  
File Date/Time: OCT 25 2013 10:00 AM  
Effective Date/Time:  
Work Order Payment Received: 120.00  
Payment Received: 120.00  
Credit on Account: .00  
Customer Id: [REDACTED]  
Business Id: [REDACTED]

ATIYA LANZA  
Commercial Recording Division  
860-509-6003  
WWW.CONCORD.SOTS.CT.GOV

BUSINESS FILING REPORT

WORK ORDER NUMBER:2013311150-001

BUSINESS FILING NUMBER: [REDACTED]

BUSINESS NAME:

CT MM HEALTH CLINIC, LLC

BUSINESS LOCATION:

260 STAMM RD INDUSTRIAL PARK  
NEWINGTON,CT 06111

MAILING ADDRESS:

580 BURNSIDE AVE STE 1E  
EAST HARTFORD,CT 06108

MEMBER INFORMATION FOR ONE MEMBER:

NAME:TANZEELA AZHAR  
TITLE:MANAGER

\*\* END OF REPORT \*\*

B. J. C.

10/25/2013 - Public Hearing on Medical Marijuana Zoning Regulations

There will be a public hearing on medical marijuana zoning regulations for the Town of Newington held November 26, 2013. [Click here for the proposed regulation.](#)

[Archives](#)

## **PROPOSED Medical Marijuana Dispensary and Production Zoning Regulations**

### Section 6.15 Medical Marijuana Dispensary and Production

6.15.1 Purpose. The purpose of this section is to regulate the location and operation of medical marijuana dispensary facilities and production facilities. The intent of these regulations is to minimize any adverse impacts of such facilities, and to protect and preserve Newington's neighborhoods, commercial districts, property values and quality of life.

6.15.2 Definitions. For use in this section of the Regulations:

A. "Dispensary facility" means a place of business where medical marijuana may be dispensed or sold at retail to qualifying patients and primary caregivers and for which the Connecticut Department of Consumer Protection has issued a dispensary facility permit under Public Act 12-155 and Sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies;

B. "Production facility" means a secure, indoor facility where the production of medical marijuana occurs and is operated by a person to whom the Connecticut Department of Consumer Protection has issued a production facility permit under Public Act 12-155 and Sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies.

6.15.3 Applicability:

A. Medical marijuana dispensary facilities and production facilities shall be permitted only in the following zone, subject to special exception approval in accordance with Section 5.2 of these Regulations, site plan approval in accordance with Section 5.3 of these Regulations, and the requirements of this section:

1. I Industrial Zone

6.15.4 Separation Requirements. Uses identified in this section shall be subject to the following separation restrictions:

A. No medical marijuana dispensary facility or production facility shall be allowed within 1,000 feet of a church, temple or other place used primarily for religious worship, public building, private recreation area, or a school, playground, park or child day care facility;

B. No medical marijuana dispensary facility or production facility shall be allowed within 1,000 feet of any other site containing a medical marijuana distribution facility or production facility;



C. No medical marijuana distribution facility or production facility shall be allowed on a site that is less than 1,000 feet from any property that is zoned for single-family residential use as a permitted use.

D. No medical marijuana dispensary facility or production facility shall be allowed within the same building, structure or portion thereof that is used for residential purposes;

E. All distances contained in this section shall be measured by taking the nearest straight line between the respective lot boundaries of each site.

6.15.5 Sign and exterior display requirements:

A. Exterior signage shall be restricted to a single sign no larger than 16" x 18". No graphics of any kind will be allowed, and the text will be limited to the street address of the facility.

6.15.6 Off-Street Parking requirements:

A. Required off-street parking shall be in compliance with Section 6.1 of these regulations.

6.15.7 Security Requirements:

A. All medical marijuana dispensary facilities and production facilities shall have an adequate security system to prevent and detect diversion, theft or loss of marijuana utilizing commercial grade equipment meeting at least the minimum requirements of Sec. 21a-408-62 of the State of Connecticut Regulations.

B. The hours of operation for medical marijuana dispensary facilities and production facilities shall be limited to between 7:00 a.m. and 5:00 p.m., all days of the week.

6.15.8 Conditional Approval:

A. Special Exceptions shall be approved with the condition that the applicant obtains the appropriate Dispensary or Production Facility permit issued by the State of Connecticut Department of Consumer Protection (or other State agency as regulatory changes occur).

B. The conditional approval shall become finalized upon the receipt by the Town Planner of a copy of the Department of Consumer Protection-issued permit.

C. The conditional approval shall expire if the applicant fails to provide the Town Planner with a copy of the Department of Consumer Protection-issued permit within six months of the date of the TPZ's conditional approval.

1. A six month extension of such conditional approval shall be granted to the applicant upon written notification to the Town Planner that an application for a Department of Consumer Protection permit has been filed, indicating the expected decision date of the Department of Consumer Protection permit.

6.15.9 Connecticut Department of Consumer Protection Approval:

A. The applicant shall provide the Town Plan and Zoning Commission with a copy of the appropriate Dispensary or Production Facility permit issued by the State of Connecticut Department of Consumer Protection, and any subsequent renewed permit.

To: Commissioner Department of Consumer Protection  
State of Connecticut

From: CT MM Health Clinic, LLC

Re: B. 2. e. - Letter of explanation – Newington, CT Facility Location

As with many towns in the State, due to the late nature of the State's meeting with the towns and providing them information regarding the State's Medical Marijuana Program, Newington is in the process of amending its zoning regulations to work with medical marijuana dispensary facilities and production facilities.

We are enclosing herein the Town of Newington notice of the public hearing on medical marijuana zoning regulations, to be held on November 26, 2013, along with the proposed medical marijuana dispensary and production zoning regulations. We have been working closely with the Town of Newington Town Planner, Craig Minor, and the Town of Newington Economic Development Director, Andrew Becher, in crafting the town's zoning regulations related to medical marijuana dispensary and production facilities. Both Mr. Minor and Mr. Becher have assured us of their support in approving our proposed location for a dispensary facility.

Immediately following the approval of the Town's new zoning regulations, CT MM Health Clinic, LLC shall submit a complete application with the Town for our dispensary facility, which will be allowed at our proposed site, subject only to a special permit being issued in accordance with their regulations.

B.3. Newington

**Integra Realty Associates, LLC**  
**Unit #6**  
**260 Stamm Road,**  
**Newington, CT 06111**

November 1, 2013

To whom it may concern:

Integra Realty Associates, LLC, being the property owner and landlord of 260 Stamm Road, Newington, CT, is hereby providing this written statement certifying that we have consented to allow CT MM Health Clinic, LLC to operate a dispensary facility on the premises, subject to the terms of the lease entered into this same day.

Sincerely,



---

Ghulan Azhar, Manager  
Integra Realty Associates, LLC

B. LOCATION AND SITE PLAN – Meriden, CT Alternate Site

We are providing information on two different proposed site locations, one in Meriden, CT, this summary, and one in Newington, CT, an alternative site, enclosed also in this application. The purpose of providing two alternate sites is to provide the State with options in choosing the optimal location to better serve the public.

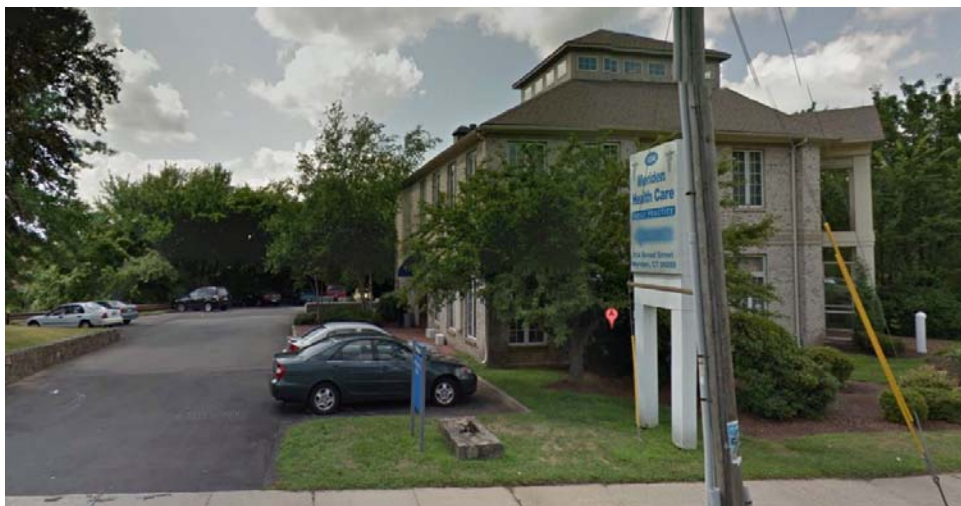
Please provide the following information:

1. The location of the proposed dispensary facility;
  - a. CT MM Health Clinic, LLC shall operate the proposed dispensary facility at 834 Broad Street, Meriden, CT.
  
2. Documents sufficient to establish that the applicant is authorized to conduct business in Connecticut and that state and local building, fire and zoning requirements and local ordinances are met for the proposed location of the dispensary facility; CT MM Health Clinic, LLC herein attaches the following documents:
  - a. Articles of Organization as filed with the Secretary of the State of Connecticut;
  - b. Acceptance of Business Filing received from the Secretary of the State of Connecticut; and
  - c. Letter of explanation showing that CT MM Health Clinic, LLC will meet local zoning and ordinances for the proposed location of the dispensary facility.
  
3. If the property is not owned by the applicant, provide a written statement from the property owner and landlord certifying that they have consented to the applicant operating a dispensary facility on the premises;
  - a. Letter from property owner / landlord is enclosed certifying that they have consented to our operating a dispensary facility on the premises; and
  
4. Any text and graphic materials that will be shown on the exterior of the proposed dispensary facility;
  - a. In accordance with our goal of providing a discrete and secure facility, only the street number of the location shall be shown on the exterior of the proposed dispensary facility; and
  
5. Photographs of the surrounding neighborhood and businesses sufficient to evaluate the proposed dispensary facility's compatibility with commercial or residential structures already constructed, or under construction, within the immediate neighborhood;

a. Corner views at proposed dispensary location



b. Proposed building, facility to be on lower level



c. Photos of buildings and businesses same street as facility:





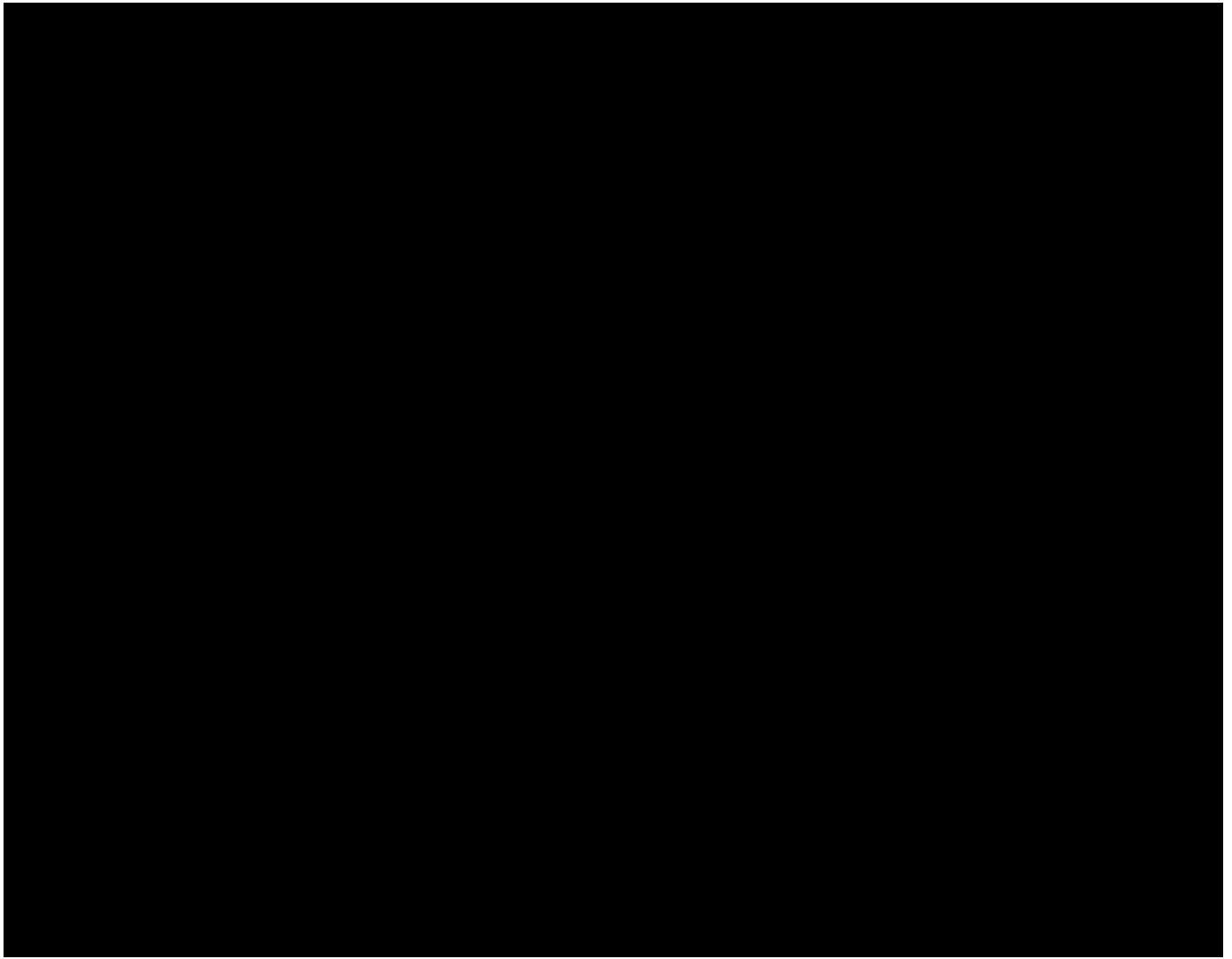




6. A site plan drawn to scale of the proposed dispensary facility showing streets, property lines, buildings, parking areas, and outdoor areas, if applicable, that are within the same block as the dispensary facility;

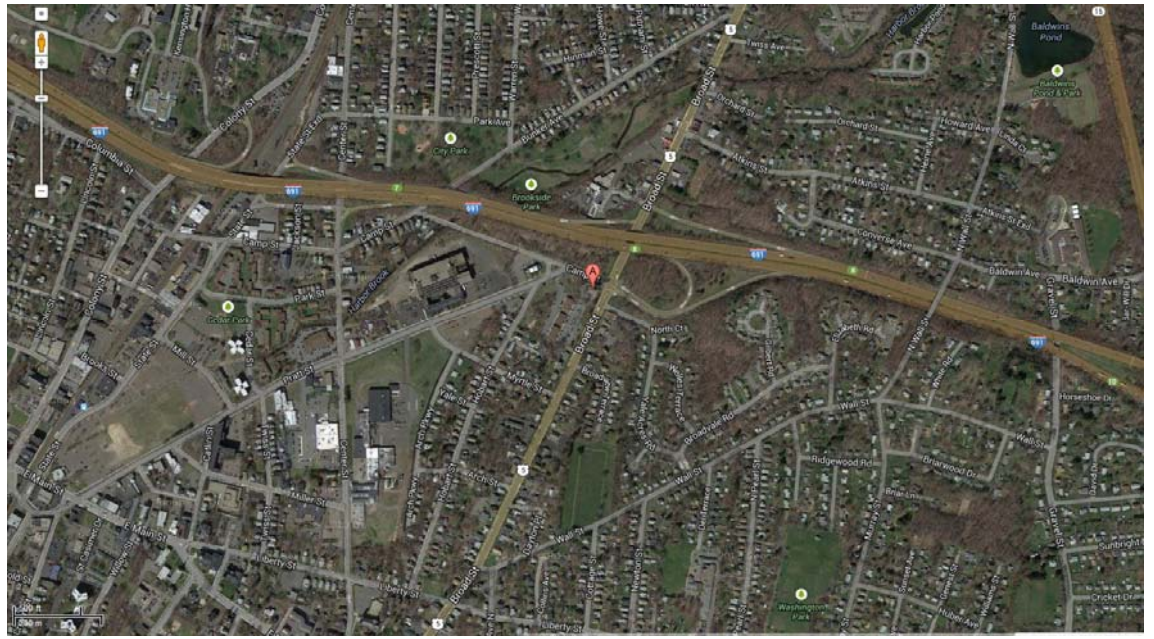


The above satellite view shows the current property, indicating the approximate areas for property boundaries (red), and parking areas (blue).



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

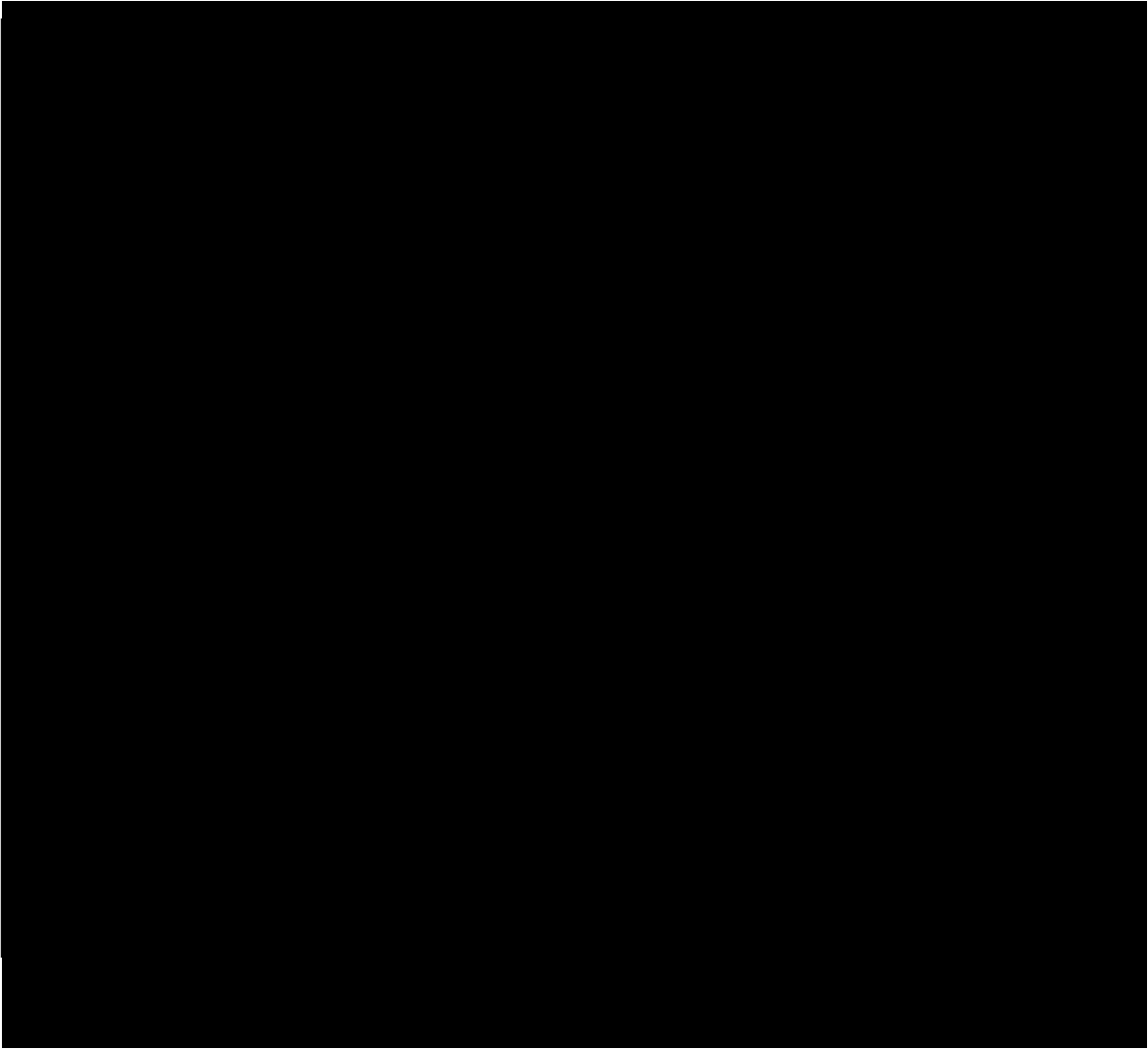
- a. There are no places of religious worship, public or private schools, convents, charitable institution, hospitals, veterans' homes, or any camp or military establishment within 1,000 feet of the proposed dispensary facility.



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PHONE: 860-509-6003

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## ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY - DOMESTIC

C.G.S. §§34-120; 34-121

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

<b>FILING PARTY</b> (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: <b>Richard Pelletier, Sr.</b> ADDRESS: <b>580 Burnside Avenue, Suite 1E</b>  CITY: <b>East Hartford</b> STATE: <b>CT</b> ZIP: <b>06108</b>		<b>FILING FEE: \$120</b> MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
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<b>BUSINESS ADDRESS</b> (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		<b>CONNECTICUT RESIDENCE ADDRESS</b> (P.O. BOX NOT ACCEPTABLE)
ADDRESS: <b>580 Burnside Avenue, Suite 1E</b>  CITY: <b>East Hartford</b> STATE: <b>CT</b> ZIP: <b>06108</b>		ADDRESS: <b>252 Scantic Road</b>  CITY: <b>East Windsor</b> STATE: <b>CT</b> ZIP: <b>06088</b>
<b>SIGNATURE ACCEPTING APPOINTMENT:</b> 		

B. IF AGENT IS A BUSINESS:

PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

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

ADDRESS:

CITY:

STATE:

ZIP:

**SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:**

[Signature line]

**PRINT NAME & TITLE OF PERSON SIGNING:**

[Print name and title line]

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

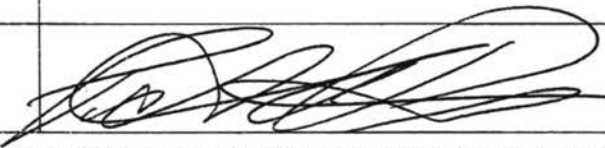
NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
Tanzeela Azhar	Manager	260 Stamm Road Industrial Park Newington, CT 06111	25 Peria Dr Rocky Hill, CT 06067

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

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

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

DATED THIS 24 DAY OF October, 2013

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
Richard Pelletier, Sr.	

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B.2.b.

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

OCTOBER 30, 2013

RICHARD PELLETIER, SR.  
580 BURNSIDE AVENUE  
SUITE 1E  
EAST HARTFORD, CT 06108

RE: Acceptance of Business Filing

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

Business Name:  
CT MM HEALTH CLINIC, LLC

Work Order Number: 2013311150-001  
Business Filing Number: [REDACTED]  
Type of Request: ARTICLES OF ORGANIZATION  
File Date/Time: OCT 25 2013 10:00 AM  
Effective Date/Time:  
Work Order Payment Received: 120.00  
Payment Received: 120.00  
Credit on Account: . [REDACTED]  
[REDACTED]

ATIYA LANZA  
Commercial Recording Division  
860-509-6003  
WWW.CONCORD.SOTS.CT.GOV



BUSINESS FILING REPORT

WORK ORDER NUMBER:2013311150-001

BUSINESS FILING NUMBER: [REDACTED]

BUSINESS NAME:

CT MM HEALTH CLINIC, LLC

BUSINESS LOCATION:

260 STAMM RD INDUSTRIAL PARK  
NEWINGTON, CT 06111

MAILING ADDRESS:

580 BURNSIDE AVE STE 1E  
EAST HARTFORD, CT 06108

MEMBER INFORMATION FOR ONE MEMBER:

NAME:TANZEELA AZHAR  
TITLE:MANAGER

\*\* END OF REPORT \*\*

To: Commissioner Department of Consumer Protection  
State of Connecticut

From: CT MM Health Clinic, LLC

Re: B. 2. e. - Letter of explanation – Meriden, CT Facility Location

As of the date of this application, the City of Meriden, CT has not implemented any special zoning regulations pertaining to medical marijuana dispensary or production facilities. Our proposed site is located in the C-2 / C-3 Commercial Zone.

Our proposed use of the site as a dispensary facility fits under the approved uses as a retail store / service and professional office.

We are currently in the process of preparing an application for formal approval by the City for our dispensary facility. Upon receipt of approval, CT MM Health Clinic, LLC shall submit said approval as additional information to the State DCP for consideration.

B.3. Meriden

**Meriden Healthcare, LLC  
834 Broad Street  
Meriden, CT 0611**

November 1, 2013

To whom it may concern:

Meriden Healthcare, LLC, being the property owner and landlord of 834 Broad Street, Meriden, CT, is hereby providing this written statement certifying that we have consented to allow CT MM Health Clinic, LLC to operate a dispensary facility on the premises, subject to the terms of the lease entered into this same day.

Sincerely,



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Shaheen Ahmed, Manager  
Meriden Healthcare, LLC

### C. Proposed Business Plan

CT MM Health Clinic, LLC shall operate in accordance with this proposed business plan, hereby being submitted to, and subject to approval by, the Department of Consumer Protection, as part of its application.

1. A detailed description of all products intended to be offered by the dispensary facility during the first year of operation. CT MM Health Clinic, LLC shall offer the following products during the first year of operation:
  - a. Marijuana Products in original sealed containers or packaging as delivered by the producer. Any and all marijuana products allowed under Sec. 21a-408-55, that are offered to the dispensary by Connecticut producers. Exact products, sizes, and variety shall be limited by availability from producers. Specifically,
    - i. raw marijuana in pre-packaged sizes;
    - ii. cigarettes;
    - iii. extracts, sprays, tinctures or oils;
    - iv. tropical applications, oils or lotions;
    - v. transdermal patches;
    - vi. baked goods; and
    - vii. capsules or pills.
  - b. Non-marijuana products – The Dispensary Facility shall offer for sale the following paraphernalia for the consumption of the marijuana products it offers for sale:
    - i. rolling papers;
    - ii. rolling accessories including cigarette rollers;
    - iii. storage boxes and tins;
    - iv. water pipes;
    - v. vaporizers;
    - vi. hand pipes; and
    - vii. bubblers;

2. A detailed description of all services to be offered by the dispensary facility during the first year of operation. CT MM Health Clinic, LLC shall offer the following services during the first year of operation:
  - a. Patient & family counseling on:
    - i. State of Connecticut regulations related to the right to possess and use marijuana;
    - ii. Safe techniques for the proper use of marijuana and paraphernalia;
    - iii. Alternative methods and forms of consumption or inhalation by which one can use marijuana;
    - iv. Signs and symptoms of substance abuse and information on substance abuse programs available;
  - b. Primary caregiver seminars on the use, need, and benefits of medical marijuana under the State of Connecticut regulations.

3. A detailed description of the process that a dispensary facility will take to ensure that access to the dispensary facility premises will be limited only to employees, qualifying patients and primary caregivers. As part of its Security Plan and security system to be provided by Protection 1 Security Solutions, CT MM Health Clinic, LLC shall have the following procedures, security systems, etc. to ensure that access to the dispensary facility premises will be limited only to employees, qualifying patients and primary caregivers:
- a. All employees of the facility shall be instructed on the proper security systems procedures including the facility access limitations;
  - b. Alarm system to enter the facility will allow only de-activation by the dispensary;
  - c. 16 security cameras will monitor all activity in the dispensary facility 24 hours a day;
  - d. Access to the dispensary department; security room; safe room; dispensary's office; and dispensary tech office shall be limited to employees which have the proper key fobs issued by the dispensary. All door openings shall be recorded by photo on the surveillance system;
  - e. All security system actions will be monitored and snapshots will be taken on the surveillance systems of the areas of faults and for all system activation and de-activation activities;
  - f. Facility waiting / reception area will be the only area that individuals have access to unless specifically escorted to the patient counseling or conference area. A log shall be kept of all non-employee individuals escorted into areas outside of the waiting / reception area;
  - g. Additionally, in accordance with Regulations Sec. 21a-408-35, the following persons shall be allowed on the premises of the dispensary facility, all of which shall be logged in the security system and log book:
    - i. Production facility employee who is delivering marijuana products;
    - ii. Visitors as approved by the commissioner upon written request, subject to visitor rules of subparagraph (g) of 21a-408-35, for wearing of badges, escorting by the dispensary or dispensary technician, and logging in and out;
    - iii. Members of the Department of Consumer Protection; local law enforcement or other federal, state of Connecticut or local governmental officials when necessary to perform their governmental duties.

4. A detailed description of the features, if any, that will provide accessibility to qualifying patients and primary caregivers beyond what is required by the Americans with Disabilities Act; CT MM Health Clinic, LLC shall provide the following accessibility improvements to its facilities for qualifying patients, primary caregivers, and employees:
  - a. Facility construction shall be completed in as much as feasibly possible to meet what it considered “universal design” - layouts striving to be broad-spectrum solutions, producing buildings, products, and environments that are usable and effective for everyone. Architects consider a building “universally designed” if 95 percent of the population can enter and use the facilities and programming for their purpose;
  - b. Restroom grab bars at different heights to allow for persons of varying heights to more easily transition from a wheel chair to the toilet;
  - c. Emergency evacuation plan will require that any employees without a disability shall assist any other persons with a disability in the facility in exiting the facility in case of an emergency evacuation;
  - d. Installation of floor drains in the restrooms for persons who need to flush urine bags; and
  - e. Installation of non-slip vinyl flooring material throughout the facility.

5. A detailed description of any air treatment or other system that will be installed and used to reduce off-site odors. Although all marijuana products will be received in sealed containers and packages, thereby severely reducing the potential for related odors, CT MM Health Clinic, LLC will be proactive in providing an air treatment system that not only will remove any potential odors, but will filter the air to provide hospital grade quality air for our employees, patients and primary caregivers to breath more healthily.
- a. CAP Series Central Air Purifiers include “UV” models equipped with germicidal UV lamp technology. Microorganisms are irradiated to high levels of UVGI energy each time they pass by the lamp as the air cycles through the central HVAC system. All CAP germicidal UV lamps are ozone-free.
    - i. Persistent molds and fungal odor problems can occur with moisture or high humidity problems and in areas where these organisms can thrive and multiply, such as the damp, dark and dirty recesses of an HVAC system. Odor problems can also result from cooking, smoking, pets, fireplaces, wood stoves and other sources.
    - ii. Each CAP Central Air Purifier product series includes a model equipped with our advanced, dual-frequency UV “Plus” lamp, which combines germicidal UV irradiation and photolysis technologies. The first frequency creates germicidal UV energy to irradiate and break down molds and fungi; the second frequency creates a controlled amount of trivalent oxygen (ozone) for enhanced odor-neutralizing capability.
      1. The return duct installation of CAP products enables ozone to break down odors within the HVAC system, and dissipate quickly, so ozone levels in the occupied living space are not elevated. By utilizing the HVAC system as the "oxidation chamber", ozone gas can penetrate into the coil, drain pan and other downstream system components that are particularly susceptible to mold, fungal growth and odors.
    - iii. HEPA (High Efficiency Particulate Air) filters provide, by far, the highest level of capture efficiency available for microscopic particles and microbes, with the ability to capture even tiny, invisible particles that can pass right through a MERV 16 filter. That’s why every filtration system Abatement Technologies sells for critical air filtration applications such as hospital infectious patient isolation, asbestos abatement and mold remediation is equipped with a HEPA filter.
      1. A true HEPA filter must provide **minimum** filtration efficiency of 99.97% against particles 0.3-microns (0.00014 inches) in size, in accordance with stringent standards developed by the Institute of Environmental Sciences and Technology (IEST). Allergens and biological pollutants in this size range can include smoke particles, bacteria viruses, asbestos, and some mold and fungal spores.
  - b. A CAP100 Series Central Air Purifier is a practical, economical, and non-intrusive way to significantly upgrade the IAQ throughout your home. Its high-performance three-stage filters can capture 96% of the pollutants and allergens that pass right through a standard HVAC filter and can hold up to 12 times more dirt. And one CAP100 Series system installed into the HVAC return-air plenum in a basement, crawl space or attic can cleanse the air supplied to all the rooms heated or cooled by that HVAC system. The CAP100-



UV is a higher performance model with the same type of ultraviolet germicidal irradiation lamp that has been used in hospitals and other facilities for more than 60 years to kill bacteria, viruses and other microbial contaminants. The powerful CAP100-UV lamp blasts microbes as they pass the lamp in the air stream or are trapped on the special UV-resistant final filter. The CAP100-UV model is equipped with a 1"-deep pre-filter, a 5"-deep, MERV 13-efficiency final filter with UV-resistant filter media that captures 99% of particles 6 microns or larger, and a germicidal UV (UVGI) disinfection lamp. UVGI is used effectively to control bacteria, fungal and mold spores and odors in healthcare, food processing and pharmaceutical facilities. Now this same advanced air purification technology is available to irradiate and destroy allergy and asthma triggering bio-pollutants each time the air cycles through the HVAC system.

6. A detailed description of the process by which marijuana and marijuana products will be delivered to a dispensary facility from the producer, including the protocols that will be used to avoid any diversion, theft or loss of marijuana. As required in Sec. 21a-408-60. Transportation of marijuana, the producer shall securely transmit a copy of the shipping manifest to the dispensary facility that will receive the products at least twenty-four hours prior to transport. CT MM Health Clinic, LLC shall perform the following actions to insure the avoidance of an diversion, theft or loss of marijuana:
  - a. Upon receipt of the shipping manifest, bar code labels shall be printed from the computerized inventory tracking system, and the order shall be placed in the system;
  - b. Upon the delivery arrival at the facility, the Dispensary, shall first monitor the security cameras to insure against potential threats;
  - c. Products shall be transported directly from the shipping / receiving area to the safe room:
    1. In the safe room, products shall be counted, weighed, and inspected by the dispensary, to insure that the delivery matched the shipping manifest;
    2. Labels shall be attached to the products;
    3. Products shall be then scanned as received into the inventory tracking system;  
and
    4. Products will then be secured in the safe.
  - d. From the moment that the delivery door is opened until the security system is notified by the dispensary that the delivery and inventory tracking is complete, surveillance cameras will track and snap shop all activity from the delivery entering the facility, to the products being inspected, to the labels being placed, to the products being secured in the safe.
  - e. The Dispensary is the only person allowed to accept deliveries, or enter the Safe room or the safe.
  - f. All entries into the safe room is limited by key fob to the dispensary, and every entry will have a snapshot of the person entering.
  - g. Any product removed from the safe must be entered into the inventory tracking system by the dispensary prior to the product being removed from the safe room for dispensing to the patients.

7. A detailed description of the training and continuing education opportunities that will be provided to dispensary facility employees. CT MM Health Clinic, LLC shall provide the following training and continuing education opportunities to dispensary facility employees:
  - a. Dispensary technicians initial training:
    1. Such training shall include, but not be limited to:
      - a. On-the-job and other related education, which shall be commensurate with the tasks dispensary technicians are to perform and which shall be completed prior to the regular performance of such tasks;
      - b. The proper security systems procedures including the facility access limitations;
      - c. Professional conduct, ethics, and state and federal statutes and regulations regarding patient confidentiality;
      - d. Developments in the field of the medical use of marijuana.
      - e. Software system training;
      - f. Inventory tracking system training;
      - g. Patient counseling techniques training;
  - b. Dispensary technicians continuing training:
    1. CT MM Health Clinic, LLC shall pay for continuing education provided by the National Pharmacy Association, including by may not be limited to:
      - a. Accredited Dispensary Assistants Course (ADAC)
      - b. Education assistance for additional courses to advance the Dispensary Technician's careers and information.
    2. Additional training that the State may provide requirements for or guidance on.
    3. Pay for all continuing education courses to maintain their state certification.
  - c. Dispensary continuing training:
    1. Pay for all continuing education courses to maintain their state certification.

9. A detailed description of any processes or controls that will be implemented to prevent the diversion, theft or loss of marijuana. CT MM Health Clinic, LLC shall implement the following programs, systems and procedures to insure the prevention of diversion, theft or loss of marijuana and marijuana products:
- a. Installation of the security system noted in 3 above, and related security plan, provided by Protection 1 Security Solutions (see enclosed system summary provided by Protection 1 Security Solutions);
    1. All employees of the facility shall be instructed on the proper security systems procedures including the facility access limitations;
    2. Alarm system to enter the facility will allow only de-activation by the dispensary;
    3. 16 security cameras will monitor all activity in the dispensary facility 24 hours a day;
    4. Access to the dispensary department; security room; safe room; dispensary's office; and dispensary tech office shall be limited to employees which have the proper key fobs issued by the dispensary. All door openings shall be recorded by photo on the surveillance system;
    5. All security system actions will be monitored and snapshots will be taken on the surveillance systems of the areas of faults and for all system activation and de-activation activities;
    6. Facility waiting / reception area will be the only area that individuals have access to unless specifically escorted to the patient counseling or conference area. A log shall be kept of all non-employee individuals escorted into areas outside of the waiting / reception area;
  - b. Installation and implementation of software solutions from MJ Freeway Software Solutions. This is a state of the art system for point of sale, inventory tracking, etc. (See enclosed solutions summary provided by MF Freeway Software Solutions):
    1. MJ Freeway's sales records, vendor records, purchase orders, transfer records and transport manifests document the source and destination of all marijuana that is dispensed from or obtained by the dispensary facility. These records are all time and date stamped and tied to an individual user to ensure accountability. MJ Freeway's GramTracker™ batch tracking system allows a dispensary to keep detailed records of all movements of product, ensuring the dispensary's capability to ensure that both incoming and outgoing product are associated with legally permitted sources and destinations;
    2. MJ Freeway's inventory capabilities provide accuracy to the tenth of a gram, using integrated legal---for---trade scales. Any discrepancy in inventory levels is plainly visible in inventory and reconciliation reports, ensuring that dispensary facility managers have the ability to ensure that policies prohibiting the provision of samples or compounding are being upheld;
    3. When purchase orders or transfers are received in MJ Freeway, the incoming product count and weight is captured. The date and time stamp, as well as the name of the person receiving the product is also captured. An inventory location for the received inventory is recorded as the product is checked in;
    4. MJ Freeway's sales records capture the date and time of each sale, the name of the dispensary making the sale, and attach that information to the patient record. This is maintained both as a log of daily sales, as well as a log of sales to the patient;
    5. MJ Freeway assigns unique batch numbers to every strain, from every harvest. Furthermore, every package created from a batch of inventory is assigned a

- unique, non---repeatable, package/serial number. These serial numbers, once generated and assigned, cannot be changed;
6. MJ Freeway's sales records capture the date of dispensing, the recommending physician, and the quantity dispensed. This information is all attached to the record of the qualifying patient;
  7. MJ Freeway saves, and allows exports of, all inventory and sales history;
  8. MJ Freeway's sales records, vendor records, purchase orders, transfer records and transport manifests document the source and destination of all marijuana that is dispensed from or obtained by the dispensary facility. These records are all time and date stamped and tied to an individual user to ensure accountability;
  9. MJ Freeway currently provides a robust shipping manifest, which includes sending and receiving party information, transporter information including route traveled and auto description, and a detailed product listing. Any specific format prescribed by the commissioner will be created within MJ Freeway;
  10. MJ Freeway captures destruction of marijuana by recording an inventory adjustment, requiring that the reason code for the adjustment be entered to indicate destruction, giving the ability to enter a note with further information, and providing a time and date stamp, as well as identification of who entered the record. The destroyed product shows as a unique entry on inventory reports, enabling future reporting on destroyed product;
  11. MJ Freeway's GramTracker™ provides a robust inventory reconciliation tool, allowing a dispensary to run regular inventories of all stock stored at the dispensary and recording historical information so that management may refer back to any past reconciliation to see a summary of changes made. In addition, management may also perform manual inventory adjustments when a full reconciliation is unnecessary. To complement this, the system includes a thorough transaction history report which can be used to review all changes to inventory, including time, date, and user recording the change;
- c. Inventory management and safe-guarding procedures will include at a minimum the following:
1. At the beginning of every work week, conduct an initial comprehensive inventory of all marijuana at the facility and record this in the inventory log. Compare this physical inventory count to the software system inventory for any discrepancies;
  2. At the end of every work week, conduct a physical inventory of marijuana stock, which shall include, at a minimum, the date of the inventory, a summary of the inventory findings, the name, signature and title of the individuals who conducted the inventory, the date of receipt of marijuana, the name and address of the producer from whom received, where applicable, and the kind and quantity of marijuana received. The record of all marijuana sold, dispensed or otherwise disposed of shall show the date of sale, the name of the dispensary facility, qualifying patient or primary caregiver to whom the marijuana was sold, the address of such person and the brand and quantity of marijuana sold;
  3. A complete and accurate record of all stocks or brands of marijuana on hand shall be prepared annually on the anniversary of the initial inventory or such other date that the dispensary facility manager or producer may choose, so long as it is not more than one year following the prior year's inventory;

4. The Dispensary is the only person allowed to accept deliveries, or enter the Safe room or the safe;
5. All entries into the safe room is limited by key fob to the dispensary, and every entry will have a snapshot of the person entering; and
6. Any product removed from the safe must be entered into the inventory tracking system by the dispensary prior to the product being removed from the safe room for dispensing to the patients.

## D. Proposed Marketing Plan

CT MM Health Clinic, LLC is hereby providing the following required information:

1. Provide a copy of the applicant's proposed marketing plan and include any web templates and educational materials such as brochures, posters, or promotional items.
  - a. As you see in our facility design and overall plans submitted herewith, CT MM Health Clinic, LLC wants to raise the standard for medical marijuana dispensaries to the highest professional level possible. Our facilities style, security, staff, and professionalism will provide our greatest marketing tool to the primary caregivers and patients.
  - b. CT MM Health Clinic, LLC plans on a low key marketing program, getting our name and reputation out to the MMP licensed primary caregivers in the State of Connecticut. Offering free tours of our facility to the caregivers, as well as the following:
    - i. Provide them with relevant brochures (to be developed and approved by the Commissioner prior to use) on:
      1. State of Connecticut regulations related to the right to possess and use marijuana;
      2. Safe techniques for the proper use of marijuana and paraphernalia;
      3. Alternative methods and forms of consumption or inhalation by which one can use marijuana;
      4. Signs and symptoms of substance abuse and information on substance abuse programs available; and
      5. Benefits of medical marijuana under the State of Connecticut regulations.
    - ii. Offer free monthly or quarterly seminars (exact content and materials to be developed and approved by the Commissioner prior to use) to MMP licensed primary caregivers that may qualify under their continuing education requirements for their licenses, on relevant matters including, but not limited to:
      1. Illnesses treatable by legal marijuana;
      2. State of Connecticut regulations related to the right to possess and use marijuana;
      3. Safe techniques for the proper use of marijuana and paraphernalia;
      4. Alternative methods and forms of consumption or inhalation by which one can use marijuana;
      5. Signs and symptoms of substance abuse and information on substance abuse programs available;
      6. Benefits of medical marijuana under the State of Connecticut regulations;
      7. Strains of marijuana, what are the differences
        - a. Which is best for pain and physical illnesses;
        - b. Which are best for other issues.
      8. Side effects of marijuana and potential medical problems;
      9. Does marijuana affect sleeping or dreams.

- c. Development of a website (exact content and design to be developed and approved by the Commissioner prior to implementation) that will offer patients and primary caregivers the opportunity to:
  - i. See how we work to:
    - 1. Better understand and facilitate the needs of our patients, making sure they have the most enjoyable and comfortable experiences with medical marijuana;
    - 2. Create and maintain an atmosphere in our dispensaries based on professionalism, compassion, security, and privacy;
    - 3. Set the highest standard for customer service in the medical marijuana industry;
    - 4. Support local charities, local culture and the local economy;
  - ii. Schedule an appointment;
  - iii. Ask our Dispensary questions via email that will be answered within 24 hours;
  - iv. See our current pricing;
  - v. Research information on medical marijuana, it's uses, legal considerations, benefits, and potential hazards;



## E. Financial Statements and Organizational Structure

CT MM Health Clinic, LLC is hereby providing the following required information:

1. Documents such as the articles of incorporation, articles of association, charter, by-laws, partnership agreement, agreements between any two or more members of the applicant that relate in any manner to the assets, property or profit of the applicant or any other comparable documents that set forth the legal structure of the applicant or relate to the organization, management or control of the applicant.
  - a. Attached are:
    - i. Articles of Organization
    - ii. Operating Agreement
2. A current organizational chart that includes position descriptions and the names and resumes of persons holding each position to the extent such positions have been filled. To the extent such information is not revealed by their resume, include additional pages with each resume setting out the employee's particular skills, education, experience or significant accomplishments that are relevant to owning or operating a dispensary facility. See attached flow chart and the following additional information.
  - a. Pharmacist/Dispensary/Dispensary Facility Manager
    - i. Lena Kissi Mensah
      1. Resume information:
        - a. Connecticut Pharmacist License #: PCT.0012024
        - b. B.A. Pharmaceutical Science from: University of CT
        - c. Pharm D. from: University of CT
        - d. Pharmacy Intern: 2008-2010 Walgreens, Berlin CT
          - i. Dispensing and compounding medication
          - ii. Educate consumers and patients on use of prescriptions and over-the-counter medications
        - e. Pharmacist: 2011 – Present Walmart Pharmacy, Naugatuck, CT
          - i. Ensure proper operation and management of pharmacy, including reporting requirements
          - ii. Dispensing and compounding medication
          - iii. Educate consumers and patients on use of prescriptions and over-the-counter medications
  - b. Owner / Backer
    - i. Tanzeela Azhar
      1. Resume information:
        - a. VP – Marketing, Sales and Customer Service – Trippo Novelty, LLC  
From 2008 to present
          - i. Development of wholesale catalogs and marketing campaign
          - ii. Development of customer database
          - iii. Management of customer service

- c. Owner / Backer
    - i. Sheikh Ahmed
      - 1. Resume information:
        - a. Owner/Physician – East Hartford Medical Center, Inc.  
Physician Medical Clinic  
From 1995 to present
          - i. Development of practice
          - ii. Development of patient base
          - iii. Management of confidential data
          - iv. State reporting
          - v. Licensed physician
        - b. Owner/Physician – Meriden Healthcare, LLC  
Physician Medical Clinic  
From 2001 to present
          - i. Development of practice
          - ii. Development of patient base
          - iii. Management of confidential data
          - iv. State reporting
          - v. Licensed physician
        - c. Owner/Physician – Everyday Medical Care Center, LLC  
Physician Medical Clinic  
From 2001 to present
          - i. Development of practice
          - ii. Development of patient base
          - iii. Management of confidential data
          - iv. State reporting
          - v. Licensed physician
3. The name, title and a copy of the resume of the person who will be responsible for all information security requirements, including the requirement that patient information remain confidential.
  - a. The following individual will be responsible for all information security requirements, including the requirement that patient information remain confidential:
    - i. Lena Kissi Mensah
      - 1. Title: Pharmacist/Dispensary/Dispensary Facility Manager
      - 2. Resume information:
        - a. Connecticut Pharmacist License #: PCT.0012024
        - b. B.A. Pharmaceutical Science from: University of CT
        - c. Pharm D. from: University of CT
        - d. Pharmacy Intern: 2008-2010 Walgreens, Berlin CT
          - i. Dispensing and compounding medication
          - ii. Educate consumers and patients on use of prescriptions and over-the-counter medications
        - e. Pharmacist: 2011 – Present Walmart Pharmacy, Naugatuck, CT
          - i. Ensure proper operation and management of pharmacy, including reporting requirements

- ii. Dispensing and compounding medication
  - iii. Educate consumers and patients on use of prescriptions and over-the-counter medications
- 4. A copy of all compensation agreements with dispensary facility backers, directors, owners, officers, other high-level employees or any other person required to complete Appendices B, C or E. For purposes of this RFA, a compensation agreement includes any agreement that provides, or will provide, a benefit to the recipient whether in the form of salary, wages, commissions, fees, stock options, interest, bonuses or otherwise.
  - a. Attached is the only agreement, Employment agreement with our Pharmacist/Dispensary.
- 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.
  - a. None.
- 6. Provide audited financial statements for the previous fiscal year, which shall include, but not be limited to, an income statement, balance sheet, statement of retained earnings or owners' equity, statement of cash flows, and all notes to such statements and related financial schedules, prepared in accordance with generally accepted accounting principles, along with the accompanying independent auditor's report. If the applicant was formed within the year preceding this application, provide certified financial statements for the period of time the applicant has been in existence and any pro forma financials used for business planning purposes.
  - a. Attached are our audited financial statements for the period of time we have been in existence through October 31, 2013.
  - b. See enclosed pro forma financials used for business planning purposes.
- 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.
  - a. Being a new entity, formed on October 25, 2013, there are no tax returns filed.
- 8. Provide complete copies of the most recently filed federal, state and foreign (with translation) tax returns filed by each: (i) dispensary facility backer; and (ii) each backer member identified in Section B of Appendix B.
  - a. Attached are the most recently filed federal and state tax returns for the following dispensary facility backers:
    - i. Sheikh Ahmed
    - ii. Tanzeela Azhar



# SECRETARY OF THE STATE OF CONNECTICUT

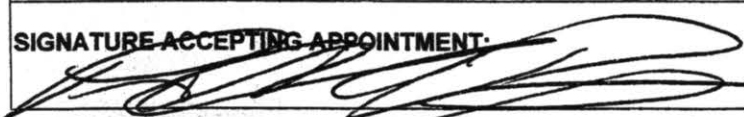
*2.1. Art. of Org.*

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470  
DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106  
PHONE: 860-509-6003 WEBSITE: [www.concord-sots.ct.gov](http://www.concord-sots.ct.gov)

## ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY - DOMESTIC

C.G.S. §§34-120; 34-121

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

<b>FILING PARTY</b> (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: <b>Richard Pelletier, Sr.</b> ADDRESS: <b>580 Burnside Avenue, Suite 1E</b> CITY: <b>East Hartford</b> STATE: <b>CT</b> ZIP: <b>06108</b>		<b>FILING FEE: \$120</b> MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
<b>1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED:</b> (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.) <b>CT MM Health Clinic, LLC</b>		
<b>2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED:</b> ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.  <b>The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Company Act.</b>		
<b>3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED:</b> (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: <b>260 Stamm Road Industrial Park</b> CITY: <b>Newington</b> STATE: <b>CT</b> ZIP: <b>06111</b>		
<b>4. MAILING ADDRESS, IF DIFFERENT THAN #3:</b> PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: <b>580 Burnside Avenue, Suite 1E</b> CITY: <b>East Hartford</b> STATE: <b>CT</b> ZIP: <b>06108</b>		
<b>5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED:</b> (COMPLETE A OR B NOT BOTH) <input checked="" type="checkbox"/> <b>A. IF AGENT IS AN INDIVIDUAL.</b> PRINT OR TYPE FULL LEGAL NAME:  <b>Richard Pelletier, Sr.</b>		
<b>BUSINESS ADDRESS</b> (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		<b>CONNECTICUT RESIDENCE ADDRESS</b> (P.O. BOX NOT ACCEPTABLE)
ADDRESS: <b>580 Burnside Avenue, Suite 1E</b> CITY: <b>East Hartford</b> STATE: <b>CT</b> ZIP: <b>06108</b>		ADDRESS: <b>252 Scantic Road</b> CITY: <b>East Windsor</b> STATE: <b>CT</b> ZIP: <b>06088</b>
<b>SIGNATURE ACCEPTING APPOINTMENT:</b> 		

B. IF AGENT IS A BUSINESS:

PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

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

ADDRESS:

CITY:

STATE:

ZIP:

**SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:**

[Empty signature line]

**PRINT NAME & TITLE OF PERSON SIGNING:**

[Empty name and title line]

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

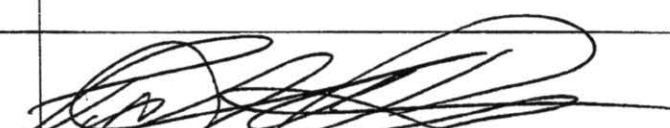
NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
Tanzeela Azhar	Manager	260 Stamm Road Industrial Park Newington, CT 06111	25 Peria Dr Rocky Hill, CT 06067

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

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

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

DATED THIS 24 DAY OF October, 2013

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
Richard Pelletier, Sr.	

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE EASILY FILED ONLINE @ [www.concord-sots.ct.gov](http://www.concord-sots.ct.gov)  
CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.  
TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5962 OR GO TO [www.ct.gov/drs](http://www.ct.gov/drs)

**OPERATING AGREEMENT  
OF  
CT MM Health Clinic, LLC**

THIS OPERATING AGREEMENT (the "Agreement") of CT MM Health Clinic, LLC (the "Company"), a limited liability company organized pursuant to the Connecticut Limited Liability Company Act (the "Act"), is executed effective as of the 25<sup>th</sup> day of October, 2013, by and among the Organizing and Initial Members.

Article I: Formation of the Company

1.1 Formation:

The parties hereto hereby establish CT MM Health Clinic, LLC to engage in any lawful business for which limited liability companies may be organized under the Connecticut Limited Liability Company Act as the same may be amended from time to time. The principal place of business of the Company shall be at 260 Stamm Road Industrial Park, Newington, CT or such other place as the Manager shall determine from time to time. The Mailing address of the Company shall be 580 Burnside Avenue, Suite, 1E, East Hartford, CT 06108 or such other place as the Manager shall determine from time to time.

The Company has been specifically formed to open a Medical Marijuana Dispensary Facility in the State of Connecticut, in accordance with STATE OF CONNECTICUT REGULATION of the DEPARTMENT OF CONSUMER PROTECTION concerning PALLIATIVE USE OF MARIJUANA. The Regulations of Connecticut State Agencies as amended including sections 21a-408-1 to 21a-408-70, as may be amended from time to time. The Company shall be primarily governed by these regulations, and any sections of this operating agreement that shall be deemed in contradiction to these regulations shall be overruled by said regulations, and the Managers shall use their best efforts to make revisions to this operating agreement as may be necessary to comply with the rules and regulations.

1.2 Nature of Members' Interests:

The interests of the Members in the Company shall be personal property for all purposes. Legal

title to all Company assets shall be held in the name of the Company. Neither any Member nor a successor, representative or assign of such Member, shall have any right, title or interest in or to any Company property or the right to partition any real property owned by the Company.

## Article II: Members

### 2.1 Names and Addresses of Members:

The names, addresses, and Membership Interests of the Initial Members, following the admission of Initial Members by the Organizing Members, are as reflected in Exhibit A attached hereto and made a part hereof, which Exhibit shall be as amended by the Company as of the effective date of any redemption or issuance of any Membership Interest.

### 2.2 Meetings of Members:

The Members of the Company shall hold their meetings, both regular and special, according to the following Bylaws:

#### 2.2.1 Annual Meetings of Members:

An annual meeting of the Members of the Company shall be held at such time and date at the principal office of the Company or at such other place as shall be designated by the Managers from time to time and stated in the notice of the meeting. The purposes of the annual meeting need not be enumerated in the notice of such meeting.

#### 2.2.2 Special Meetings of Members:

Special meetings of the Members may be called by any Manager or by holders of not less than fifty percent (50%) of all the Membership Interests. Business transacted at all special meetings shall be confined to the purposes stated in the notice.

#### 2.2.3 Notice of Meetings of Members:

Written notice stating the place, day and hour of the meeting and, additionally in the case of special meetings, stating the purposes for which the meeting is called, shall be delivered not less than ten

(10) nor more than sixty (60) days before the date of the meeting, to each Member of record entitled to vote at such meeting.

#### 2.2.4 Quorum; Actions by Members:

A Majority in Interest of the Members shall constitute a quorum at all meetings of the Members. Once a quorum is present at a meeting of the Members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. If, however, such quorum shall not be present at the opening of any meeting of the Members, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the holders of the requisite amount of Membership Interests shall be present or represented. Except for a matter for which the affirmative vote of the holders of a greater portion of the Membership Interests entitled to vote is required by law, the Articles of Organization or this Agreement, the act of Members shall be the affirmative vote of a Majority in Interest of all the Members represented and voting at the meeting.

#### 2.2.5 Action Without a Meeting:

All actions of the Members provided for herein may be taken without a meeting by written consent signed by all Members eligible to vote on such action.

### 2.3 Transferability of Membership Interests:

No Membership Interest shall be transferred voluntarily or involuntarily by sale, assignment, gift, pledge, exchange or other disposition, except as provided hereinbelow.

#### 2.3.1 Permitted Transfers to Related Parties:

Each Members Membership Interest may be transferred during the Members lifetime or by testamentary or intestate transfer to any related party of the Member, provided, however, that no further transfer of such Membership Interests shall be made by such transferee except back to the Member who originally owned it or to a related party of such Member who originally owned it, or except in accordance with the provisions made hereinbelow; and provided further that whenever the Company shall have an option or a duty to repurchase the Membership Interest of any Member, such option or duty shall include all Membership Interests transferred by any such Member to a



related party. A related party shall mean a spouse, issue, spouse's issue, or ancestor of the Member, except that any spouse living separate and apart from the other spouse, with the intention by either to cease their matrimonial relationship, is not a related party, and provided further, that a trust for the sole benefit of one or more persons who is a related party shall be treated as a related party.

Upon the death or incapacity of a Member, the legal representative of such Member shall have the right to become a Member upon written notice to the Company within ninety (90) days after the appointment of such Member's legal representative, but not later than one hundred eighty (180) days after the death or certified incapacity of such Member, and upon such successor executing this Operating Agreement or an amendment hereto and such other documents as the Managers may request. If such right is not exercised, the legal representative of the deceased or incapacitated Member shall have the same rights, subject to the same limitations, as such Member would have had to assign or transfer his interest pursuant to this Exhibit C.

#### 2.3.2 Voluntary Transfers to Non-Related Parties:

No Membership Interest shall be transferred voluntarily by sale, assignment, gift, pledge, exchange or other disposition, except as provided in Paragraph 1 of this Exhibit C, or with the prior written approval of the Managers. The Members acknowledge that any transfer of a Membership Interest may involve considerations of laws and regulations, including, but not limited to, laws and regulations governing limited liability companies as business organizations, taxation of the Company as a partnership, and treatment of Membership Interests and transfers of such interests as securities, the effect of which on the Company and its Members may vary depending on the circumstances, all of which cannot be anticipated at this time. Therefore, the Members agree that the Managers may approve or disapprove, or set conditions on approval, of the transfer of any Membership Interest as the Managers, in their sole and complete discretion, may decide, provided, however, that the Managers may not approve any transfer that will violate any Federal or applicable state securities law or that would adversely affect the Company from being taxed as a partnership for Federal income tax purposes. Any attempted transfer without the Managers' express written approval shall be void.

#### 2.3.3 Involuntary Transfers to Related and Non-Related Parties:

If the Membership Interest of any Member is purported to be transferred involuntarily, including, without limitation, any purported transfer by or pursuant to bankruptcy, receivership, attachment,

divorce, equitable distribution, inheritance or operation of law; then, and in that event, the Company shall purchase the Membership Interest purportedly transferred at its Purchase Value as determined as provided in Paragraph 4 hereinbelow.

#### 2.3.4 Method of Determining Purchase Value:

2.3.4.1 Purchase Value as used herein shall mean the Purchase Value of the Membership Interests of the Company established by a Certificate of Agreed Value signed by each Member and filed with the Company. If, at any time when it becomes necessary to determine Purchase Value of the Membership Interests of the Company, a Certificate of Agreed Value is in existence and such certificate of agreed value is dated less than two (2) years before the date as of which the Purchase Value is to be determined, then the agreed value set forth in such certificate shall be conclusive as to the Purchase Value and shall be accepted as the Purchase Value as of the date on which Purchase Value is to be determined, and no accountant's determination of book value shall be required or made. In no event shall a Certificate of Agreed Value be effective unless signed by all the Members. The Members may at any time execute a new Certificate of Agreed Value which shall automatically replace all prior Certificates of Agreed Value and in no event shall any but the last Certificate of Agreed Value be effective, if at all, for the purpose herein specified.

2.3.4.2 In the event there is no Certificate of Agreed Value or in the event the same is more than two (2) years old, then the Purchase Value of a Membership Interest for the purposes of this Exhibit C shall be the amount that would be received by the owner of such Membership Interest if all the assets of the Company were sold for cash equal to their fair market value, the Company paid all of its liabilities including reasonable costs of liquidation, and liquidated in accordance with this Agreement, all as of the last day of the calendar month immediately prior to the occurrence of the event triggering the Companys obligation to purchase the Members Membership Interest. The determination of the fair market value of a Membership Interest by the accountant shall be binding on all parties.

#### 2.3.4 Payment of Purchase Value:

2.3.5.1 Whenever under this Agreement the Company or the Members exercise any option or right to redeem or purchase Membership Interests of any Member, the Purchase Value shall be paid immediately upon the receipt by the Company of the proceeds of any insurance on the life of a deceased Member owned by and payable to the Company, to the extent of such proceeds.

2.3.5.2 Whenever under this Agreement the Company exercises any option or right to redeem or purchase Membership Interests of any Member, the Purchase Value shall be paid to the Member whose Membership Interests have been redeemed or purchased in cash within thirty (30) days after notice to the affected Member.

#### 2.3.6 Admission of New Members:

Unless and until admitted as a Member of the Company, the transferee of a Membership Interest shall not be entitled to any of the rights, powers, or privileges of a Member, except that the transferee shall be entitled to receive the distributions and allocations to which the Member would be entitled but for the transfer of his Membership Interest.

In the case of a person acquiring a Membership Interest after the admission of Initial Members, the person shall only be admitted to Membership in the sole and exclusive discretion of the Managers and upon compliance with all the terms specified by the Managers, including but not limited to such additional Member's execution of and becoming a party to this Agreement.

### Article III: Management of the Company

#### 3.1 Management:

The business and affairs of the Company shall be managed by the Manager. The initial managers shall be Tanzeela Azhar and Sheikh Ahmed. Changes in the manager(s) of the Company shall be authorized by a vote of the members and shall be elected by the Members and shall serve at their pleasure thereafter. In addition to the powers and authorities expressly conferred by this Agreement upon the Managers, they shall have full and complete authority, power and discretion to manage and control the business of the Company, to make all decisions and to perform all acts customary or incident to the management of the Company's business, except only as to those acts and things as to which approval by the Members is expressly required by the Articles of Organization, this Agreement, the Act or other applicable law. Any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may elect one or more officers, who may, but need not be, Members of the Company, with such titles, duties and compensation as may be designated by the Managers, subject to any applicable restrictions specifically provided in this Agreement or contained in the Act.

### 3.2 Restrictions on Managers Authority:

Notwithstanding anything to the contrary elsewhere in this Agreement, no Manager shall take or agree to take any of the following actions without the consent of all the Members:

- (a) Sell, transfer, or otherwise dispose of all or substantially all of the Companys assets.
- (b) Merge the Company into or with another limited liability company.

### 3.3 Compensation:

The compensation of the Managers shall be fixed from time to time by an affirmative vote of a majority in interest of the Members, or by contract approved by an affirmative vote of a majority in interest of the Members. No Manager shall be prevented from receiving such compensation by reason of the fact that he or she is also a Member of the Company.

### 3.4 Meetings of Managers:

The Managers of the Company shall hold their meetings, both regular and special, according to the following bylaws:

#### 3.4.1 Meetings of Managers:

In the event the Company has more than one manager, the Managers may hold meetings, both regular and special, for the conduct of the Company's business at the principal office of the Company or at such other place as shall be designated in the notice of the meeting.

#### 3.4.2 Notice of Meetings:

The Managers may meet at such intervals and at such times as they shall schedule. Any scheduled meetings of Managers may be held without notice. Special meetings of the Managers may be called at any time by no less than one-third of the then serving Managers for any purpose or purposes. Notice of such special meetings, unless waived by attendance, or by written consent to the holding of the special meeting, shall be given at least five (5) days before the date of such meeting to all Managers not calling the meeting, and shall state the date, hour, and location of the special meeting, and its purpose or purposes. Absent the written consent of a majority of the

Managers to take other action, the business transacted at such special meeting shall be limited to such purpose or purposes as stated in the notice.

#### 3.4.3 Quorum; Action by Managers:

A majority of the Managers shall be necessary to constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Managers present at a meeting duly held at which a quorum is present shall be regarded as the act of the Company, unless a greater number is required by law or by the Articles of Organization. A majority of the Managers present may adjourn any Managers' meeting to meet again at a stated date and hour.

#### 3.4.4 Action Without a Meeting:

Any action which under any provision of the Act or this Agreement is to be taken at a meeting of the Managers may be taken without a meeting by written consent signed by all Managers who would be entitled to vote upon such action at a meeting. Such written consent must be kept with the records of the Company.

### Article IV: Limitation of Liability and Indemnification of Members and Managers

#### 4.1 Limitation of Liability:

No Manager or Member of the Company shall be liable to the Company or its Members for monetary damages for any act or omission in such person's capacity as a Manager or Member, except as provided in the Act. If the Act is amended to authorize action further eliminating or limiting the liability of Managers and Members, then the liability of a Manager or Member shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this section shall not adversely affect the right or protection of a Manager or Member existing at the time of such repeal or modification.

#### 4.2 Indemnification:

The Company shall indemnify the Managers and Members to the fullest extent permitted or required by the Act, as amended from time to time. The Company may advance expenses incurred by the Managers or Members upon the approval of the Managers, provided such Manager or

Member agrees to reimburse the Company unless it is finally determined that such Manager or Member is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees and other agents to the fullest extent permitted by the law, provided that a Majority in Interest of the Members first approve such indemnification. The indemnification provided herein shall be deemed exclusive of any other rights to which a person seeking indemnification may otherwise be entitled, shall continue as to a person who ceases to be a Manager or Member, shall inure to the benefit of the estate, heirs, personal representatives or other successors of the indemnitee, and shall not be deemed to create any rights for the benefit of any other person or entity.

## Article V: Capital Accounts and Tax Matters

### 5.1 Capital Contributions; Loans:

Upon execution of this Agreement, each Initial Member agrees to contribute cash or property to the Company in the amount set forth on Exhibit A attached hereto.

Any Member may make a loan to the Company upon commercially reasonable terms, upon approval of such terms by the Managers. Loans by a Member shall not be considered capital contributions.

### 5.2 Additional Capital Contributions:

Members holding not less than fifty percent (50%) of all the Membership Interests may request that the Members make additional contributions to capital. If a Majority in Interest of the Members approve such request, then each Member shall be obligated to make such additional capital contribution to the Company ratably in accordance with such Member's then existing Membership Interest, within the time period approved by a Majority in Interest of the Members. If any Member (the "Defaulting Member") fails to contribute additional capital when obligated to do so, the Members may elect to allow the remaining Members (the "Lending Members") to contribute to the Company, pro rata by Membership Interests, such additional capital contribution. All amounts so contributed shall be considered a loan from the Lending Members to the Defaulting Member, bearing interest at the prime rate as published in the Wall Street Journal plus 3% simple interest, until repaid. Until all such loans are repaid, all distributions from the Company which would have been paid to the Defaulting Member shall be paid to the Lending Members in proportion to the then

outstanding interest of such loans.

### 5.3 Capital Accounts:

The Company shall maintain a separate capital account for each Member pursuant to the principles of this section and applicable Treasury Regulations. The initial capital account of each Member, which shall be the Member's initial capital contribution, shall be increased by the amount of such Member's subsequent capital contributions and by such Member's allocable share of Company Income and Net Income as hereinafter provided, and each Member's capital account shall be decreased by the amount of cash distributed to the Member by the Company and by such Member's allocable share of Loss and Net Loss as hereinafter provided.

### 5.4 Allocation of Taxable Income and Tax Losses:

Taxable Income and Tax Losses of the Company for each fiscal year shall be determined as of the end of each fiscal year and shall be allocated as set forth hereinbelow:

#### 5.4.1 Allocation of Taxable Income and Loss:

For purposes of this Agreement, net profits or net losses shall be determined by the as required by the regulations promulgated under the Internal Revenue Code, as it may be amended from time to time. Taxable Income and Tax Losses of the Company for each fiscal year shall be determined as of the end of each fiscal year and shall be allocated as hereinbelow set forth, and shall be subject to the rules for special allocations set forth in Paragraph 2 hereof.

(a) Taxable Income and losses shall be allocated to the Members as determined by the Manager, annually, taking into account regulations promulgated under the Internal Revenue Code.

(b) Notwithstanding any other provisions of this Agreement to the contrary, no allocation of any item of income or loss shall be made to a Member if such allocation would not have economic effect pursuant to Treasury Regulations. To the extent an allocation cannot be made to a Member due to the application of such Treasury Regulations, such allocation shall be made to the other Members entitled to receive such allocation hereunder.

#### 5.4.2 Elections and Modifications to Allocations:

The Managers shall prepare and execute any amendments to this Agreement necessary for the Company to comply with the provisions of Treasury Regulations.

#### 5.5 Compliance with Tax Code:

Each Member hereby recognizes that the Company will be subject to all provisions of the Internal Revenue Code. The provisions of this Agreement relating to the proper maintenance of capital accounts and allocation of income, gains, deductions, and losses are designed to cause the overall allocations of items to have substantial economic effect and are intended to comply with, and to be interpreted and applied in a manner consistent with the requirements of applicable Treasury Regulations, as they may be amended from time to time. The Managers are authorized to modify the manner in which the capital accounts are maintained and items of income, gain, deductions, and losses are allocated if they determine that such modification is required or prudent to comply with the Treasury Regulations, and is not likely to have a material effect on the amounts distributable to any Member upon dissolution of the Company.

#### 5.6 Company Tax Returns, Elections and Annual Statements:

The Managers shall cause the Company to file Form 2553, Election by A Small Business Corporation. The Managers shall cause the Company to file all tax returns required to be filed for the Company for each fiscal year or part thereof, and shall provide each person who at any time during the fiscal year was a Member with an annual statement (including a copy of Schedule K-1 to Internal Revenue Service Form 1120S) indicating such Member's share of the Company's income, loss, gain, expense and other items relevant for income tax purposes. Such annual statement may be audited or unaudited as required by the Managers.

#### 5.7 Tax Matters Member:

Tanzeela Azhar, the Manager who is also a Member shall act as the "Tax Matters Member" for Federal and state income tax purposes. The Tax Matters Member shall have the final decision with respect to all Federal and state income tax matters involving the Company, and shall represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings. The Members agree to cooperate with the Tax Matters Member and to do or refrain from doing any and all things reasonably required by the Tax Matters Member to conduct such proceedings. The Tax Matters Member is authorized to expend Company funds for professional services and costs associated with tax matters. Any direct



out-of-pocket expense incurred by the Tax Matters Member in carrying out the obligations hereunder shall be reimbursed by the Company.

#### 5.8 Withdrawal or Reduction of Contributions to Capital:

No Member shall have the right to withdraw any part of his capital contribution or to receive any return on any portion of his capital contribution, except as may be otherwise specifically provided in this Agreement. Under circumstances involving a return of any capital contribution, no Member shall have the right to receive property other than cash. No Member shall have priority over any other Member, either as to the return of capital contributions or as to net income, net losses or distributions; provided that this subsection shall not apply to loans which a Member has made to the Company.

### Article VI: Distributions

#### 6.1 Distributions:

The Managers shall distribute Distributable Cash and other property at such times and in such amounts as may be determined, in the sole discretion of the Managers. "Distributable Cash" means, with respect to the Company for a period of time, all funds of the Company which, in the discretion of the Managers, are available for distribution to Members after provision has been made for payment of all operating expenses and of all outstanding and unpaid current obligations of the Company as of such time, and for such reserves as the Managers deem appropriate or necessary.

Distributable Cash shall be distributed on a cumulative basis, as determined by the Managers.

No distribution shall be declared and paid if payment of such distribution would cause the Company to violate any limitation on distributions provided in the Act.

#### 6.2 Annual Distribution to Pay Members Taxes:

The Managers will use their best efforts to make pro rata cash distributions from the Company each year to its Members sufficient to pay the Federal and state income taxes of the Members resulting from inclusion in the Members income of any item of profit or gain from the Company, net of any tax benefits produced by losses, deductions and credits that pass through to the Members. In

addition, the Managers will use their best efforts to make pro rata cash distributions from the Company to its Members sufficient to pay any other tax resulting from the ownership of a Membership Interest or the inclusion in any Members assets of an interest in the Company

The foregoing distribution requirement is subject, however, to the reasonably required needs of the Company as determined by the Managers to maintain sufficient funds for working capital and business needs so as not to impair the ability of the Company to continue its business operations.

### 6.3 Records and Reports; Books of Account:

The Company shall maintain the Company's books and records and shall determine all items of income, loss, net income and net loss in accordance with the method of accounting selected by the Managers, consistently applied. All records and books of account of the Company, in whatever form maintained, shall be kept at the principal office of the Company at all times and shall be open to inspection of the Members or their agents during reasonable business hours. Such right may be exercised on behalf of a Member by an attorney, certified public accountant, or any other agent or employee designated by such Member. Such Member shall bear all expenses incurred in any examination made on behalf of such Member. All expenses of keeping the books and records of the Company and the preparation of financial statements required to implement the provisions of this Agreement or otherwise needed for the conduct of the Company's business shall be borne by the Company.

### 6.4 Bank Accounts:

The Bank account or accounts of the Company shall be maintained in the bank or other financial institution approved by the Managers. The terms governing such accounts shall be determined by the Managers, and withdrawals from such accounts shall only be made by such parties as may be approved by the Managers.

### 6.5 Liability of Members:

No Member shall be liable for the debts, liabilities or obligations of the Company, except to the extent of the Member's capital contributions. Except as otherwise expressly provided herein, no Member shall be required to contribute to the capital of, or to loan any funds to, the Company.

## Article VII: Dissolution and Termination

### 7.1 Withdrawal:

Except as otherwise provided in this Agreement, no Member shall at any time retire or withdraw from the Company or withdraw any amount out of his capital account. Any Member retiring or withdrawing in contravention of this section shall indemnify, defend and hold harmless the Company and all other Members (other than a Member who is, at the time of such withdrawal, in default under this Agreement) from and against any losses, expenses, judgments, fines, settlements or damages suffered or incurred by the Company or any such other Member arising out of or resulting from such retirement or withdrawal.

### 7.2 Dissolution:

The Company shall be dissolved upon the first of the following to occur: (i) expiration of the period fixed for the duration of the Company in the Articles of Organization as amended; (ii) election by all the Members to dissolve the Company; (iii) the happening of any event of withdrawal (as defined by the Connecticut Limited Liability Company Act) with respect to any Member, unless there is at least one remaining Member and the business of the Company is continued by written consent of all the remaining Members holding a Majority in Interest within ninety (90) days of the action by or affecting the withdrawing Member; or (iv) the entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the Act.

Upon dissolution of the Company, the business and affairs of the Company shall terminate and be wound up and the assets of the Company shall be liquidated, provided, however, that the Managers may distribute assets of the Company in kind to the Members to the extent practical. Dissolution shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed.

### 7.3 Distribution of Assets Upon Dissolution:

In settling accounts after dissolution, the assets of the Company shall be paid in the following order: first, to creditors, in order of priority as provided by law including any loans to the Company from Members, but excepting those to Members on account of their capital contributions; second, an

amount equal to the then remaining credit balances in the capital accounts of the Members shall be distributed to the Members in proportion to the amount of such balances; and third, any remainder shall be distributed to Members of the Company, pro rata to their respective Membership Interests.

## Article VIII: Miscellaneous Provisions

### 8.1 Competing Business:

Except as otherwise expressly provided in this Agreement or the Act, neither the Members nor their shareholders, directors, officers, employees, partners, agents, family members or affiliates, shall be prohibited or restricted from investing in or conducting, either directly or indirectly, businesses of any nature whatsoever, including the ownership and operation of businesses similar to or in the same geographical area as those held by the Company; and any investment in or conduct of any such businesses by any such person or entity shall not give rise to any claim for an accounting by any Member or the Company or any right to claim any interest therein or the profits therefrom.

### 8.2 Members Securities Law Representations:

Each Member represents that he understands that the securities hereby subscribed will be issued without registration under Federal or state securities laws Delete portion of sentence after \* unless there are securities laws issues and Schedule A is to be attached pursuant to an exemption from such laws.

Notwithstanding anything contained in the Operating Agreement to the contrary, each Member hereby represents and warrants to the Company, the Managers and to each other that:

8.2.1 The Membership Interest of the Member is acquired for investment purposes only, for the Member's own account, and not with a view to or in connection with any distribution, reoffer, resale or other disposition not in compliance with the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "1933 Act"), and applicable state securities laws;

8.2.2 The Member, alone or together with the Member's representatives, possesses such expertise, knowledge and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that the Member is capable of evaluating the merits and economic risks of acquiring and holding the Membership Interest and the

Member is able to bear all such economic risks now and in the future;

8.2.3 The Member has had access to all of the information with respect to the Membership Interest acquired by the Member under this Agreement that the Member deems necessary to make a complete evaluation thereof and has had the opportunity to question the other Members and the Managers (if any) concerning such Membership Interest;

8.2.4 The Member's decision to acquire the Membership Interest for investment had been based solely upon the evaluation made by the Member;

8.2.5 The Member is aware that the Member must bear the economic risk of an investment in the Company for an indefinite period of time because Membership Interests have not been registered under the 1933 Act or under the securities laws of various states and, therefore, cannot be sold unless such Membership Interests are subsequently registered under the 1933 Act and any applicable state securities laws or an exemption from registration is available;

8.2.6 The Member is aware that only the Company can take action to register Membership Interests and the Company is under no obligation and does not propose to attempt to do so;

8.2.7 The Member is aware that this Agreement provides restrictions on the ability of a Member to sell, transfer, assign, mortgage, hypothecate or otherwise encumber the Member's Membership Interest;

8.2.8 The Member agrees that the Member will truthfully and completely answer all questions, and make all covenants, that the Company or the Managers may, contemporaneously or hereafter, ask or demand for the purpose of establishing compliance with the 1933 Act and applicable state securities laws; and

8.2.9 If the Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state of organization and that it has full organizational power and authority to execute and agree to this Agreement and to perform its obligations hereunder.

### 8.3 Notice:

All Notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Member or Members

pursuant to this Agreement shall be deemed to have been properly given or served if addressed to such person at the address as it appears on the Company records and personally delivered, deposited for next day delivery by an overnight courier service, deposited in the United States mail, prepaid and registered or certified with return receipt requested, or transmitted via telecopier or other similar device to the attention of such person with receipt acknowledged.

The Members shall have the right, at any time during the term of this Agreement, to change their respective addresses by delivering to the other Members and the Managers written notice of such change. All distributions to any Member shall be made at the address to which notices are sent unless otherwise specified in writing by any such Member.

#### 8.4 Governing Law; Arbitration:

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Connecticut. Any dispute arising out of or in connection with this Agreement or the breach thereof shall be decided by arbitration to be conducted in the State of Connecticut in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, and judgment thereof may be entered in any court having jurisdiction thereof.

#### 8.5 Waiver:

No consent or waiver, express or implied, by any Member to or for the breach or default by any other Member in the performance by such other Member of his or its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligations of such other Member under this Agreement. Failure on the part of any Member to complain of any act or failure to act of any of the other Members or to declare any of the other Members in default, regardless of how long such failure continues, shall not constitute a waiver by such Member of his or its rights hereunder.

#### 8.6 Benefits of Agreement:

Subject to the restrictions on transferability set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the undersigned Members and their respective legal representatives, successors and assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to give any creditor of the Company or any creditor of any Member

or any other person or entity whatsoever, other than the Members and the Company, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provisions herein contained, and such provisions are and shall be held to be for the sole and exclusive benefit of the Members and the Company.

#### 8.7 Entire Agreement; Amendments; Severability; General:

This Agreement, including all exhibits and schedules hereto, as amended from time to time in accordance with the terms of this Agreement, contains the entire agreement between the parties relative to the subject matters hereof. This Agreement or the Articles of Organization may only be amended or modified by a writing executed and delivered by Members owning not less than seventy-five percent (75%) of the Membership Interests, provided, however, that the provision in Paragraph 3.1 concerning appointment and election of Managers shall not be amended without the consent of the persons then entitled to serve as Managers. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law. The designations of Members and Managers as used herein shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the undersigned, being all Members of the Company, have caused this Agreement to be duly adopted by the Company as of the day and year first above written and do hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement.



Tanzeela Azhar, Member



Sheikh Ahmed, Member

All of the Members.

Exhibit A

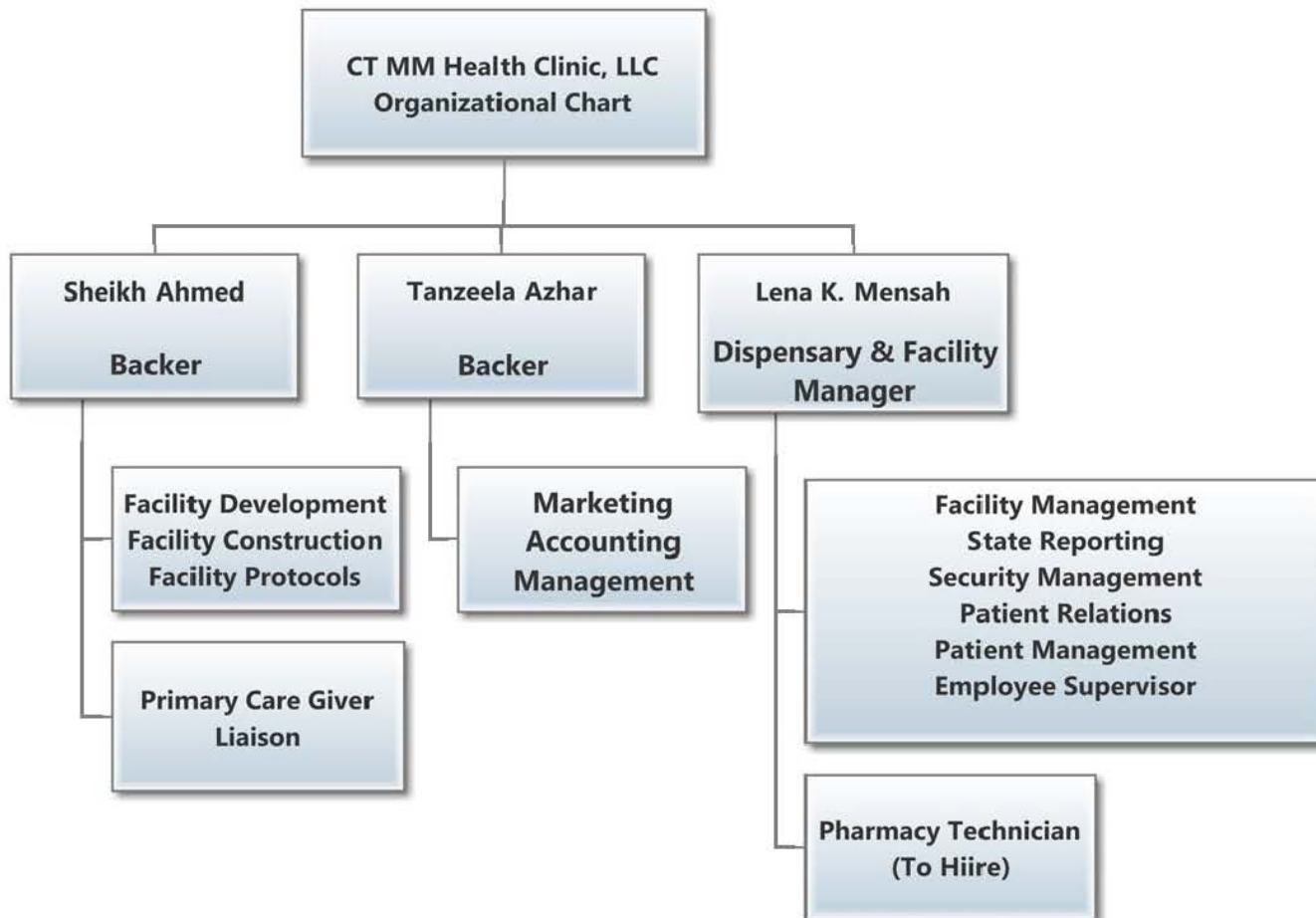
Table of Membership Interests

This Exhibit A is a part of that certain Operating Agreement of CT MM Health Clinic, LLC made the 24<sup>th</sup> day of October, 2013 and is incorporated therein by reference as if fully set forth therein.

The names, addresses, social security numbers, capital contributions, and percentage of Membership Interest of each Member is as follows:

<u>Name</u>	<u>Social Security</u>	<u>Capital Contribution</u>	<u>% of Interest</u>
Tanzeela Azhar	██████████	\$ 90	90%
Sheikh Ahmed	██████████	\$ 10	10%





This Employment Agreement ("Agreement") is made and entered into on November 11, 2013, by and between CT MM Health Clinic, LLC, whose principal place of business is 260 Stamm Road, Newington, CT (hereinafter referred to as "Employer") and Lena Kissi Mensah, whose residence is 923 W. Main Street, Apt 204, New Britain, CT (hereinafter referred to as "Employee").

In consideration of the mutual covenants set forth below, Employer agrees to hire Employee and Employee agrees to work for Employer as set forth in this Agreement.

## **1. SPECIAL DEFINITIONS**

The following definitions are derived from the State of Connecticut Regulations 21a-408-1 and as used in this Agreement should be interpreted by such definition.

As used in sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies:

- (1) "Abuse of drugs" means the use of controlled substances solely for their stimulant, depressant or hallucinogenic effect upon the higher functions of the central nervous system and not as a therapeutic agent prescribed in the course of medical treatment or in a program of research operated under the direction of a physician or pharmacologist;
- (2) "Act" means Sections 21a-408 to 21a-408q, inclusive, of the Connecticut General Statutes;
- (3) "Administer" means the direct application of marijuana to the body of a qualifying patient by inhalation, ingestion or any other means;
- (4) "Adulterated" has the same meaning as described in section 21a-105 of the Connecticut General Statutes;
- (5) "Advertisement" means all representations disseminated in any manner or by any means, other than by labeling, for the purpose of inducing, or which are likely to induce, directly or indirectly, the purchase of marijuana;
- (6) "Agent" means an authorized person who acts on behalf of or at the direction of another person. It does not include a common or contract carrier, public warehouseman, or employee of the carrier or warehouseman;
- (7) "Approved safe" has the same meaning as described in section 21a-262-1 of the Regulations of Connecticut State Agencies;
- (8) "Approved vault" has the same meaning as described in section 21a-262-1 of the Regulations of Connecticut State Agencies;
- (9) "Batch" means a specific harvest of marijuana or marijuana products that are identifiable by a batch number, every portion or package of which is uniform within recognized tolerances for the factors that were subject to a laboratory test and that appear in the labeling;
- (10) "Board" means the Board of Physicians appointed under the provisions of section 21a-408l of the Connecticut General Statutes;
- (11) "Bona fide physician-patient relationship" means a relationship in which the physician has ongoing responsibility for the assessment, care and treatment of a patient's debilitating medical condition, or a symptom of the patient's debilitating medical condition, for which the physician has certified to the department that the patient would benefit from the palliative use of marijuana;
- (12) "Commissioner" means the Commissioner of Consumer Protection;

- (13) "Compounding" means to combine, mix or put together two or more ingredients and includes the preparation of a marijuana product in anticipation of a qualifying patient, primary caregiver or physician request;
- (14) "Controlled substance" means a drug, substance, or immediate precursor listed in sections 21a-243-7 through 21a-243-11, inclusive, of the Regulations of Connecticut State Agencies;
- (15) "Cultivation" has the same meaning as provided in section 21a-408 of the Connecticut General Statutes;
- (16) "Debilitating" means a chronic medical condition that causes weakness or impairs the strength or ability of an individual and has progressed to such an extent that it substantially limits one or more major life activities of such individual. An assessment of whether a major life activity has been substantially limited shall be guided by interpretations of the term "disability" as set forth in 42 USC 12102(1)(A);
- (17) "Debilitating medical condition" has the same meaning as provided in section 21a-408 of the Connecticut General Statutes;
- (18) "Deliver" or "delivery" means the actual, constructive or attempted transfer from one person to another of marijuana, whether or not there is an agency relationship;
- (19) "Department" means the Department of Consumer Protection;
- (20) "Dietary supplement" has the same meaning as provided in 21 U.S.C. 321;
- (21) "Dispensary" has the same meaning as provided in section 21a-408 of the Connecticut General Statutes;
- (22) "Dispensary department" means that area within a dispensary facility where marijuana is stored, dispensed and sold. If a dispensary facility does not offer any products or services other than marijuana and paraphernalia, the entire dispensary facility is a dispensary department for purposes of sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies;
- (23) "Dispensary facility" means a place of business where marijuana may be dispensed or sold at retail to qualifying patients and primary caregivers and for which the department has issued a dispensary facility license to an applicant under the Act and section 21a-408-14 of the Regulations of Connecticut State Agencies;
- (24) "Dispensary facility backer" means, except in cases where the dispensary is the sole proprietor of a dispensary facility, any person with a direct or indirect financial interest in a dispensary facility, except "dispensary facility backer" does not include a person with an investment interest in a dispensary facility provided the interest held by such person and such person's co-workers, employees, spouse, parent or child, in the aggregate, do not exceed five per cent of the total ownership or interest rights in such dispensary facility and such person does not participate directly or indirectly in the control, management or operation of the dispensary facility;
- (25) "Dispensary facility manager" means the dispensary who has complete control and management over the dispensary facility;
- (26) "Dispensary facility employee" means a dispensary, dispensary technician, dispensary facility staff and all other persons employed by a dispensary facility or who otherwise have access to the dispensary facility, including independent contractors who are routinely on the facility premises;
- (27) "Dispensary technician" means an individual who has had an active pharmacy technician registration in Connecticut within the past five years, is affiliated with a licensed dispensary and is registered with the department in accordance with section 21a-408-24 of the Regulations of Connecticut State Agencies;

- (28) "Dispense" or "dispensing" means those acts of processing marijuana for delivery or for administration for a qualifying patient pursuant to a written certification consisting of:
- (A) Comparing the directions on the label with the instructions on the written certification, if any, to determine accuracy;
  - (B) the selection of the appropriate marijuana product from stock;
  - (C) the affixing of a label to the container; and
  - (D) the provision of any instructions regarding the use of the marijuana;
- (29) "Dispensing error" means an act or omission relating to the dispensing of marijuana that results in, or may reasonably be expected to result in, injury to or death of a qualifying patient or results in any detrimental change to the medical treatment for the patient;
- (30) "Disqualifying conviction" means a conviction for the violation of any statute or regulation pertaining to the illegal manufacture, sale or distribution of a controlled substance or controlled substance analog unless the violation resulting in the conviction occurred when the person held a valid license or registration certificate from the department and the violation was of a federal statute or regulation related to the possession, purchase or sale of marijuana that is authorized under the Act and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies;
- (31) "Drug Control Division" means the division within the department responsible for overseeing the medical marijuana program;
- (32) "Drug" has the same meaning as provided in section 20-571 of Connecticut General Statutes;
- (33) "Electronic data intermediary" means an entity that provides the infrastructure that connects the computer systems or other electronic devices utilized by dispensaries with those used by physicians or the department in order to facilitate the secure transmission of qualifying patient or primary caregiver information;
- (34) "Financial interest" means any actual, or a future right to, ownership, investment or compensation arrangement with another person, either directly or indirectly, through business, investment or family. "Financial interest" does not include ownership of investment securities in a publicly-held corporation that is traded on a national exchange or over-the-counter market, provided the investment securities held by such person and such person's co-workers, employees, spouse, parent or child, in the aggregate, do not exceed one-half of one per cent of the total number of shares issued by the corporation;
- (35) "Forms" means applications, registrations, written certifications or other documents prescribed by the commissioner in either hardcopy or electronic format;
- (36) "Good standing" means a person has a license or registration with the department that is not on probation or subject to any other restriction or oversight by the department beyond others in the same class;
- (37) "Label" means a display of written, printed or graphic matter upon the immediate container of any product containing marijuana;
- (38) "Laboratory" means a laboratory located in Connecticut that is licensed by the department to provide analysis of controlled substances pursuant to section 21a-246 of the Connecticut General Statutes;
- (39) "Legend drug" has the same meaning as provided in section 20-571 of the Connecticut General Statutes;
- (40) "Manufacture" or "manufacturing" means any process by which marijuana is converted to a marijuana product and that involves heating, mixing marijuana with any other ingredient or otherwise altering the raw material;

- (41) "Marijuana" has the same meaning as provided in section 21a-240 of the Connecticut General Statutes;
- (42) "Marijuana product" means any product containing marijuana, including raw materials, that requires no further processing and that is packaged for sale to dispensaries, qualifying patients and primary caregivers;
- (43) "One-month supply" means the amount of marijuana reasonably necessary to ensure an uninterrupted availability of supply for a thirty-day period for qualifying patients, which amounts, including amounts for topical treatments, shall be determined by the commissioner on the basis of practical administration of the Act, available research and recommendations from the Board of Physicians;
- (44) "Palliative use" has the same meaning as provided in section 21a-408 of the Connecticut General Statutes;
- (45) "Paraphernalia" has the same meaning as provided in section 21a-408 of the Connecticut General Statutes;
- (46) "Person" includes any corporation, limited liability company, association or partnership, or one or more individuals, government or governmental subdivisions or agency, estate, trust, or any other legal entity;
- (47) "Pesticide chemical" has the same meaning as provided in section 21a-92 of the Connecticut General Statutes;
- (48) "Petition" means a written request submitted pursuant to the Act and section 21a-408-12 of the Regulations of Connecticut State Agencies that recommends adding a medical condition, medical treatment or disease to the list of debilitating medical conditions that qualify for the palliative use of marijuana;
- (49) "Pharmaceutical grade marijuana" means marijuana or marijuana products that are not adulterated and are:
- (A) processed, packaged and labeled according to the Food and Drug Administration's "Current Good Manufacturing Practice in Manufacturing, Packaging, Labeling, or Holding Operations for Dietary Supplements," 21 CFR 111;
  - (B) labeled with the results of an active ingredient analysis, a microbiological contaminants analysis, a mycotoxin analysis, a heavy metal analysis and a pesticide chemical residue analysis which have been completed on a batch basis by a laboratory; and
  - (C) where each step of the production, cultivating, trimming, curing, manufacturing, processing and packaging method has been documented by using established standard operation procedures approved by the commissioner;
- (50) "Pharmacist" has the same meaning as provided in section 20-571 of Connecticut's General Statutes;
- (51) "Pharmacy technician" has the same meaning as provided in section 20-571 of the Connecticut General Statutes;
- (52) "Physician" has the same meaning as provided in section 21a-408 of the Connecticut General Statutes;
- (53) "Prescription monitoring program" means the electronic prescription drug monitoring program established by section 21a-254(j) of the Connecticut General Statutes;
- (54) "Primary caregiver" or "caregiver" has the same meaning as provided in section 21a-408 of the Connecticut General Statutes for "primary caregiver";
- (55) "Producer" has the same meaning as provided in section 21a-408 of the Connecticut General Statutes;

(56) "Producer backer" means any person with a direct or indirect financial interest in an entity licensed as a producer, except it shall not include a person with an investment interest in a producer, 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 such producer and such person does not participate directly or indirectly in the control, management or operation of the production facility;

(57) "Production" or "produce" means the manufacture, planting, preparation, cultivation, growing, harvesting, propagation, compounding, conversion or processing of marijuana, either directly or indirectly by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the substance or labeling or relabeling of its container, except that this term does not include the preparation or compounding of marijuana by a patient or caregiver for the patient's use;

(58) "Production facility" means a secure, indoor facility where the production of marijuana occurs and that is operated by a person to whom the department has issued a producer license under the Act and sections 21a-408-20 of the Regulations of Connecticut State Agencies;

(59) "Production facility employee" means any person employed by a producer or who otherwise has access to the production facility, including independent contractors who are routinely on the production facility premises;

(60) "Qualifying patient" or "patient" has the same meaning as provided in section 21a-408 of the Connecticut General Statutes;

(61) "Registration certificate" means an identification card or other document issued by the department that identifies a person as a registered qualifying patient or primary caregiver;

(62) "Sale" is any form of delivery, which includes barter, exchange or gift, or offer therefor, and each such transaction made by any person whether as principal, proprietor, agent, servant or employee;

(63) "State", when applied to a part of the United States, includes any state, district, commonwealth, territory or insular possession thereof, and any area subject to the legal authority of the United States of America;

(64) "Usable marijuana" has the same meaning as provided in section 21a-408 of the Connecticut General Statutes; and

(65) "Written certification" means a written or electronically submitted statement issued by a physician to the department certifying a patient for the palliative use of marijuana, which shall be submitted on a form and in a manner prescribed by the commissioner.

## **2. DESCRIPTION OF DUTIES**

### ***A. Name of Position***

The Employee shall be employed in the capacity of a Dispensary and Dispensary Facility Manager.

### ***B. Essential Job Functions and Duties***

The essential job functions or duties of this position are as follows:

As a dispensary you will dispense marijuana, to qualifying patients and primary caregivers who are registered with the CT Department of Consumer Protection pursuant to the State of Connecticut act and section 21a-408-6 of the Regulations of Connecticut State Agencies.

You will supervise dispensary technician(s) who may assist, under your direct supervision in the dispensing of marijuana.

As a dispensary and dispensary facility manager, you will be responsible for operating the dispensary facility in accordance with State of Connecticut regulations, as may be amended from time to time. Excerpts of the regulations are presented in this agreement, but are not to be considered all inclusive, and it is your responsibility to stay up to date to all laws, rules and regulations pertaining to your duties and the proper operation of the dispensary facility.

Employee shall also perform such other duties as are customarily performed by other persons in similar such positions, as well as such other duties as may be assigned from time to time by the Employer.

### ***C. Duty of Loyalty and Best Efforts***

Employee shall devote all of his/her working time, attention, knowledge, and skills to Employer's business interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of the Employer. Employee understands that they shall only be entitled to the compensation, benefits, and profits as set forth in this Agreement. Employee agrees to refrain from any interest, of any kind whatsoever, in any business competitive to Employer's business. The Employee further acknowledges they will not engage in any form of activity that produces a "conflict of interest" with those of the Employer unless agreed to in advance and in writing.

### ***D. Place and Hours of Employment***

Employee agrees that their duties shall be primarily rendered at Employer's business premises or at such other places as the Employer shall in good faith require. Full time service for the Employee is expected which requires a minimum of forty hours per week, exclusive of vacation, or any other form of leave as described within this Agreement.

## **3. AGREEMENT CONTINGENCY**

Both Employer and Employee acknowledge and understand that this agreement shall become null and void in the event that Employer is not successful in obtaining a State of Connecticut Medical Marijuana Dispensary Facility License. It is the intent of the Company to submit an

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application and required documentation and attachments on or before November 15, 2013 (the application deadline) to the State of Connecticut, Department of Consumer Protection, (CT DCP) Medical Marijuana Program.

It is unknown how many Dispensary License Applications will be submitted to the CT DCP, and likewise, it is unknown if CT MM Health Clinic, LLC will be awarded such a license. In the event that the Company is not awarded said license this Agreement shall become null and void.

#### **4. COMPENSATION TERMS**

##### **A. *Base Compensation***

Employee shall receive a salary of \$150,000 per year payable in equal installments on the 15th and last day of each month. Employer shall deduct or withhold from compensation any and all sums required for federal income and social security taxes, as well as all state or local taxes now applicable or that may become applicable to Employee or Employer in the future.

##### **B. *Exempt Status***

Employee understands that at all times they are employed as a salaried/exempt employee and, therefore, he/she is not entitled to overtime wages. Employee shall not receive overtime compensation for the services performed under this Agreement, unless specifically agreed to in writing.

##### **C. *Bonus Programs***

Employee shall be entitled to an annual bonus equal to 2% of the net profits before taxes of the Company, as determined by the Company's accountant in accordance with relevant tax and accounting laws and regulations. Said bonus shall be calculated annually on the prior fiscal year's results of operations and paid no later than June 15 of the succeeding year.

##### **D. *Expense Reimbursement***

Employee shall be entitled to reimbursement of any or all expenses authorized and reasonably incurred expenses incurred in the performance of the functions and duties under this Agreement. In order to receive reimbursement, Employee must timely provide Employer with an itemized account of all expenditures, along with suitable receipts therefore. Any expenditure over the dollar amount of \$500 require prior written authorization.

##### **E. *Salary Adjustments***

Salary adjustments are based on the value contributed by Employee to Employer. While salary adjustments are primarily based on merit, Employer may at times adjust salaries depending on overall company performance, and/or the cost of living changes to salaries of similarity started employees in the company or industry.

#### **5. BENEFITS**

##### **A. *Insurance***

Employer will supply health, dental, vision, disability, life and other insurance benefits after 90 days of employment. Employer's contribution to said insurance plans shall be limited to \$15,000 annually, adjusted annually for inflation.



**B. Professional Licenses and Memberships**

Employee is obligated to maintain any of those professional licenses necessary for the carrying out the functions and duties set forth in this Agreement. Said licenses include, but are not limited to, the following: State of Connecticut Pharmacist and Dispensary licenses.

Employer also encourages Employee to gain membership in associations related to our industry or that of our clientele. Employer may, at its discretion, assist with payment for those licenses or memberships which both parties consider to be essential to performance of the job.

**C. Vacation**

Employer's vacation policy is as follows:

- 1 week after six months of employment;
- 2 weeks after one year of employment;
- 3 weeks after three years of employment;

Vacation may not be used until Employee has been employed for at least six (6) months. Vacation does not begin to accrue until at least six (6) months after the commencement of employment. Please refer to the Employee Handbook for more specifics regarding vacation. Vacation benefits must be used or paid annually.

Employee must provide at least two (2) weeks notice of their intent to take vacation unless there are emergency circumstances.

It is understood that as the Company's Dispensary, a suitable substitute must be found and in place prior to Employee taking their vacation.

**D. Education Reimbursement**

Continuing education shall be reimbursed by employer subject to prior approval.

**6. TERMINATION**

**A. "At Will" Employment**

Employee's employment with Employer is "at will." "At will" is defined as allowing either Employee or Employer to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice.

**7. COVENANTS**

**A. Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information**

Employee agrees not to use, disclose or communicate, in any manner, proprietary information about Employer, its operations, clientele, or any other proprietary information, that relate to the business of Employer. This includes, but is not limited to, the names of Employer's customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential or proprietary information of Employer including but not limited to the operation of the Employer's dispensary, agreements, computer software, employees, facility, methods, clients, marketing efforts, etc.

Employee acknowledges that the above information is material and confidential and that it affects the profitability of Employer. Employee understands and that any breach of this provision, or of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

To the extent Employee feels that they need to disclose confidential information, they may do so only after being authorized to do so in writing by Employer.

***B. Non-Solicitation Covenant***

Employee agrees that for a period of one year following termination of employment, for any reason whatsoever, Employee will not solicit customers or clients of Employer. By agreeing to this covenant, Employee acknowledges that their contributions to Employer are unique to Employer's success and that they have significant access to Employer's trade secrets and other confidential or proprietary information regarding Employer's customers or clients.

***C. Non-Recruit Covenant***

Employee agrees not to recruit any of Employer's employees for the purpose of any outside business either during or for a period of one year after Employee's tenure of employment with Employer. Employee agrees that such effort at recruitment also constitutes a violation of the non-solicitation covenant set forth above.

***D. Adherence to Employer's Policies, Procedures, Rules and Regulations***

Employee agrees to adhere by all of the policies, procedures, rules and regulations set forth by the Employer. These policies, procedures, rules and regulations include, but are not limited to, those set forth within the Employee Handbook, any summary benefit plan descriptions, or any other personnel practices or policies of Employer. To the extent that Employer's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

***E. Covenant to Notify Management of Unlawful Acts or Practices***

Employee agrees to abide by the legal and ethics policies of Employer as well as Employer's other rules, regulations, policies and procedures. Employer intends to comply in full with all governmental laws and regulations as well as any ethics code applicable to their profession. In the event that Employee is aware of Employer, or any of its officers, agents or employees, violating any such laws ethics codes, rules, regulations, policies or procedures, Employee agrees to bring forth all such actual and suspected violations to the attention of Employer immediately so that the matter may be properly investigated and appropriate action taken.

## **8. PROPERTY RIGHTS**

### ***A. Return Upon Termination***

Employee agrees that upon termination they will return to Employer all of Employer's property, including, but not limited to, intellectual property, trade secret information, customer lists, operation manuals, employee handbook, records and accounts, materials subject to copyright, trademark, or patent protection, customer and Employer information, credit cards, business documents, reports, automobiles, keys, passes, and security devices.

### ***B. Copyrights, Inventions and Patents***

Employee understands that any copyrights, inventions or patents created or obtained, in part or whole, by Employee during the course of this Agreement are to be considered "works for hire" and the property of Employer. Employee assigns to Employer all rights and interest in any copyright, invention, patents or other property related to the business of the Employer.

## **9. INDEMNIFICATION FOR THIRD PARTY CLAIMS**

Employee hereby agrees to indemnify, defend, save, and hold harmless Employer, its shareholders, officers, directors, and other agents (other than Employee) from and against all claims, liabilities, causes of action, damages, judgments, attorneys' fees, court costs, and expenses which arise out of or are related to the Employee's performance of this Agreement, failure to perform job functions or duties as required, or result from conduct while engaging in any activity outside the scope of this Agreement, before, during or after the termination of this Agreement. Employee understands that this obligation of indemnification survives the expiration or termination of this Agreement.

## **10. MEDIATION AND BINDING ARBITRATION**

Employer and Employee agree to first mediate and may then submit to binding arbitration any claims that they may have against each other, of any nature whatsoever, other than those prohibited by law or for workers compensation, unemployment or disability benefits, pursuant to the rules of the American Arbitration Association.

## **11. LIMITATION OF DAMAGES**

Employee agrees and stipulates that any remedies they may have for the breach of any employment related obligation, whether under law or by way of contract, shall be limited to the equivalent of six (6) months salary of Employee where allowed by law. This limitation is inclusive of any claims for special damages, general damage, compensatory damage, loss of income, emotional damage, or punitive damages.

## **12. ATTORNEYS' FEES AND COSTS**

Employee and Employer agree that should any action be instituted by either party against the other regarding the enforcement of the terms of this agreement, the prevailing party will be entitled to all of its expenses related to such litigation including, but not limited to, reasonable attorneys' fees and costs, both before and after judgment.

## **13. MISCELLANEOUS PROVISIONS**

### ***A. Accuracy of Representations***

Employee understands that any projections regarding the financial status or potential for growth of this Employer are matters of opinion only and do not constitute a legally binding representation. Employee agrees that they have had the opportunity to conduct due diligence of Employer and are satisfied with the representations that have been made.

### ***B. Notices***

Employee agrees that any notices that are required to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to the principal place of business of the Employer or residence of the Employee as set forth herein.

### ***C. Entire Agreement***

This Agreement represents the complete and exclusive statement of the employment agreement between the Employer and Employee. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning their employment agreement.

### ***D. The Effect of Prior Agreements or Understandings***

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

### ***E. Modifications***

Employee and Employer agree that this writing, along with those Agreements referred to within it, including, but not limited to, the Employee Handbook, constitutes the entirety of the Employment Agreement between the parties. Any modifications to this Agreement may only be done in writing and must be signed by an officer of Employer.

### ***F. Severability of Agreement***

To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

### ***G. Waiver of Breach***

The waiver by Employer of a breach of any provision of this Agreement by Employee shall not operate as a waiver of any subsequent breach by the Employee. No waiver shall be valid unless placed in writing and signed by an officer of Employer.

### ***H. Ambiguities Related to Drafting***

Employer and Employee agree that any ambiguity created by this document will not be construed against the drafter of same.

***I. Choice of Law, Jurisdiction and Venue***

Employee agrees that this Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut and that should any claims be brought against Employer related to terms or conditions of employment it shall be brought within a court of competent jurisdiction within the county of Hartford, CT. Employee also consents to jurisdiction of any claims by Employer related to the terms or conditions of employment by a court of competent jurisdiction within the county of Hartford, CT.

***J. Submission to Drug Testing***

Employee agrees and understands that it is the policy of Employer to maintain a drug-free work place. Employee consents to a pre-hire drug test. Employee understands that Employer has the right, upon reasonable suspicion, to demand that Employee immediately undergo testing for the presence of illegal or inappropriate drug usage.

***K. Statute of Limitations***

Employee has a one year statute of limitation for the filing of any requests for mediation, or arbitration, or for any lawsuit related to this Agreement or the terms and conditions of their employment. If said claim is filed more than one year subsequent to Employee's last day of employment it is precluded by this provision, regardless of whether the claim had accrued at that time or not.

***L. Attorney Review***

Employee warrants and represents that Employee in executing his Agreement has had the opportunity to rely on legal advice from an attorney of Employee's choice, so that the terms of this Agreement and their consequences could have been fully read and explained to Employee by an attorney and that Employee fully understands the terms of this Agreement.

**14. CONFIDENTIALITY OF INFORMATION**

In accordance with Sec. 21a-408-33 of the State of Connecticut Statutes, confidentiality of information rules are as follows:

(a) Except as provided by section 21a-408-50 of the Regulations of Connecticut State Agencies, a dispensary facility employee, producer, production facility employee, or any other person associated with a dispensary facility or producer, shall not disclose patient-specific information received and records kept pursuant to sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, except that such person shall disclose patient treatment or dispensing information to:

(1) The department or state and local law enforcement for purposes of investigating and enforcing the Act or sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies;

- (2) Physicians, pharmacists or other dispensaries for the purpose of providing patient care and drug therapy management and monitoring controlled substances obtained by the qualifying patient;
  - (3) A qualifying patient but only with respect to information related to such patient;
  - (4) A primary caregiver, but only with respect to the qualifying patient of such primary caregiver;
  - (5) Third party payers who pay claims for dispensary services rendered to a qualifying patient or who have a formal agreement or contract to audit any records or information in connection with such claims;
  - (6) Any person, the state or federal government or any agency thereof pursuant to an order of a court of competent jurisdiction or pursuant to a search warrant; and
  - (7) Any person upon the express written consent of the patient and only with respect to information related to such patient. Such written consent shall clearly identify the specific person and purpose for which consent is being granted, but in no event shall such information be disclosed to an electronic data intermediary.
- (b) An electronic data intermediary shall not have access to any data involving marijuana, qualifying patients, primary caregivers or other data from a dispensary facility or an agent of the dispensary facility.
  - (c) No electronic equipment utilized by a dispensary department shall collect patient-specific data for use outside the dispensary department, except that such data shall be disclosed to the commissioner or the commissioner's authorized representative for purposes of an inspection or investigation.

## **15. State of Connecticut Regulations Excerpts**

### **Sec. 21a-408-34. Operation of dispensary facility**

- (a) No person may operate a dispensary facility without a dispensary facility license issued by the department.
- (b) A dispensary facility shall not dispense marijuana from, obtain marijuana from, or transfer marijuana to, a location outside of the state of Connecticut.
- (c) A dispensary facility shall not obtain, cultivate, deliver, transfer, transport, sell or dispense marijuana except:
  - (1) It may acquire marijuana from a producer; and
  - (2) It may dispense and sell marijuana to a qualifying patient or primary caregiver who is registered with the department pursuant to the Act and section 21a-408-6 of the Regulations of Connecticut State Agencies.
- (d) No person at a dispensary facility shall provide marijuana samples or engage in marijuana compounding.
- (e) A dispensary facility shall sell marijuana products only in the original sealed containers or packaging as delivered by the producer, except that a dispensary may remove the marijuana product from the producer's child-resistant container or package

and place the marijuana product in a non-child-resistant, secure and light-resistant container upon a written request from the qualifying patient or primary caregiver so long as all original labeling is maintained with the product.

(f) Only a dispensary may dispense marijuana, and only a dispensary or dispensary technician may sell marijuana, to qualifying patients and primary caregivers who are registered with the department pursuant to the Act and section 21a-408-6 of the Regulations of Connecticut State Agencies. A dispensary technician may assist, under the direct supervision of a dispensary, in the dispensing of marijuana.

(g) A dispensary facility shall place all products sold to the qualifying patient or primary caregiver in an opaque package that shall not indicate the contents of the package, the originating facility or in any other way cause another person to believe that the package may contain marijuana.

(h) A dispensary facility shall not permit any person to enter the dispensary department unless:

(1) Such person is licensed or registered by the department pursuant to 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies;

(2) Such person's responsibilities necessitate access to the dispensary department and then for only as long as necessary to perform the person's job duties; or

(3) Such person has a patient or caregiver registration certificate, in which case such person shall not be permitted behind the service counter or in other areas where marijuana is stored.

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(i) All dispensary facility employees shall, at all times while at the dispensary facility, have their current dispensary license, dispensary technician registration or dispensary facility employee registration available for inspection by the commissioner or the commissioner's authorized representative.

(j) While inside the dispensary facility, all dispensary facility employees shall wear name tags or similar forms of identification that clearly identify them to the public, including their position at the dispensary facility.

(k) A dispensary department shall be open for qualifying patients and primary caregivers to purchase marijuana products for a minimum of thirty-five hours a week, except as otherwise authorized by the commissioner.

(l) A dispensary department that closes during its normal hours of operation shall implement procedures to notify qualifying patients and primary caregivers of when the dispensary department will resume normal hours of operation. Such procedures may include, but are not limited to, telephone system messages and conspicuously posted signs. If the dispensary department is, or will be, closed during its normal hours of operation for longer than two business days, the dispensary facility shall immediately notify the department.

(m) A dispensary facility that operates at times when the dispensary department is closed shall:

(1) Conspicuously post the hours of operation of the dispensary department at all entrances to the dispensary facility in block letters at least one-half inch in height; and

(2) Clearly state the hours of operation of the dispensary department in all advertising for the specific dispensary department or dispensary facility.

(n) A dispensary facility shall make publicly available the price of all marijuana products offered by the dispensary facility to prospective qualifying patients and primary caregivers. Such disclosure may include posting the information on the dispensary facility Internet web site.

(o) A dispensary facility shall provide information to qualifying patients and primary caregivers regarding the possession and use of marijuana. The dispensary facility manager shall submit all informational material to the commissioner for approval prior to being provided to qualifying patients and primary caregivers. Such informational material shall include information related to:

(1) Limitations on the right to possess and use marijuana pursuant to the Act and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies;

(2) Safe techniques for proper use of marijuana and paraphernalia;

(3) Alternative methods and forms of consumption or inhalation by which one can use marijuana;

(4) Signs and symptoms of substance abuse; and

(5) Opportunities to participate in substance abuse programs.

(p) The dispensary facility shall establish, implement and adhere to a written alcohol-free, drug-free and smoke-free work place policy, which shall be available to the commissioner or the commissioner's authorized representative upon request.

(q) All deliveries from producers shall be carried out under the direct supervision of a dispensary who shall be present to accept the delivery. Upon delivery, the marijuana shall immediately be placed in an approved safe or approved vault within the dispensary department where marijuana is stored.

#### **Sec. 21a-408-35. Dispensary facility prohibitions**

(a) No dispensary department shall be open or in operation, and no person shall be in the dispensary department, unless a dispensary is on the premises and directly supervising the activity within the dispensary department. At all other times, the dispensary department shall be closed and properly secured, in accordance with sections 21a-408-51 and 21a-408-62 of the Regulations of Connecticut State Agencies. (b) No dispensary facility shall sell anything other than marijuana products and paraphernalia from the dispensary department.

(c) No marijuana shall be consumed on the premises of a dispensary facility.

(d) No food or beverages shall be consumed by qualifying patients or primary caregivers on the premises of a dispensary facility, except that complimentary food and non-alcoholic beverages may be available for qualifying patients and primary caregivers who are at the dispensary facility for a pre-scheduled education, counseling or therapy program.

(e) No person, except for a qualifying patient or primary caregiver, shall open or break the seal placed on a marijuana product packaged by a producer except that a dispensary may remove marijuana from a child-resistant container or package under the conditions set forth in sections 21a-408-34(e) of the Regulations of Connecticut State Agencies.

(f) Except as provided in subsection (g) of this section, no person, except a dispensary facility employee, or a production facility employee who is delivering marijuana products, shall be allowed on the premises of a dispensary facility without a qualifying patient or primary caregiver registration certificate issued by the department.

(g) (1) Upon prior written request, the commissioner or the commissioner's authorized representative may waive the provisions of subsection (f) of this section.

(2) All persons not permitted on the premises of a dispensary facility pursuant to subsection (f) of this section, but who have been authorized, in writing, to enter the facility by the commissioner or the commissioner's authorized representative shall obtain a visitor identification badge from a dispensary facility employee, prior to entering the



dispensary facility. A dispensary or dispensary technician shall escort and monitor such a visitor at all times the visitor is in the dispensary department. A visitor shall visibly display the visitor identification badge at all times the visitor is in the dispensary facility and shall return the visitor identification badge to a dispensary facility employee upon exiting the dispensary facility.

(3) All visitors shall log in and out. The dispensary facility shall maintain the visitor log, which shall include the date, time and purpose of the visit and which shall be available to the commissioner in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

(4) If an emergency requires the presence of a visitor and makes it impractical for the dispensary facility to obtain a waiver pursuant to subsection (g)(1) of this section, the dispensary facility shall provide written notice to the commissioner as soon as practicable after the onset of the emergency. Such notice shall include the name and company affiliation of the visitor, the purpose of the visit, and the date and time of the visit. A dispensary facility shall monitor the visitor and maintain a log of such visit as required by this subsection.

(h) No person associated with a dispensary facility shall enter into any agreement with a certifying physician or health care facility concerning the provision of services or equipment that may adversely affect any person's freedom to choose the dispensary facility at which the qualifying patient or primary caregiver will purchase marijuana.

(i) No marijuana shall be sold, dispensed or distributed via a delivery service or any other manner outside of a dispensary facility, except that a primary caregiver may deliver marijuana to the caregiver's qualified patient.

(j) Notwithstanding the requirements of sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, members of the department, local law enforcement or other federal, state of Connecticut or local government officials may enter any area of a dispensary facility if necessary to perform their governmental duties.

#### **Sec. 21a-408-36. Procedures when dispensary department is closed**

(a) During times that the dispensary department is closed, it shall be securely locked and equipped with an alarm system. Such alarm shall be activated and operated separately from any other alarm system at the dispensary facility and shall be able to immediately detect entrance to the dispensary department at times when it is closed. Keys and access codes to the alarm system shall be controlled in such a manner so as to prevent access to the dispensary department by other than authorized dispensary facility employees. Only a dispensary shall have the authority to deactivate the alarm system.

(b) A dispensary facility shall store marijuana in an approved safe or approved vault within the dispensary department and shall not sell marijuana products when the dispensary department is closed.

#### **Sec. 21a-408-37. Security of the dispensary department during momentary absences of a dispensary**

During times when the dispensary leaves the dispensary department for a few moments, the dispensary shall take measures to ensure that adequate security of the dispensary department is provided and that entry by unauthorized persons is prevented or immediately detected. The presence of a dispensary technician in the dispensary department during these times shall be considered adequate security. If no such

dispensary technician is available for this purpose, and the dispensary department is not within the view of the dispensary, the dispensary shall physically or electronically secure the dispensary department through the use of mechanisms such as a locked barrier or an alarm system that will prevent or immediately detect access to such department.

**Sec. 21a-408-38. Rights and responsibilities of dispensaries**

(a) A dispensary, in good faith, may sell and dispense marijuana to any qualifying patient or primary caregiver that is registered with the department. Except as otherwise provided by sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, the dispensary dispensing the marijuana shall include the date of dispensing and the dispensary's signature or initials on the dispensary facility's dispensing record log.

(b) All dispensaries shall register with the department to access the prescription monitoring program.

(c) A dispensary shall review a qualifying patient's controlled substance history report within the prescription monitoring program before dispensing any marijuana to the qualifying patient or the qualifying patient's primary caregiver.

(d) A dispensary shall exercise professional judgment to determine whether to dispense marijuana to a qualifying patient or primary caregiver if the dispensary suspects that dispensing marijuana to the qualifying patient or primary caregiver may have negative health or safety consequences for the qualifying patient or the public.

(e) A dispensary may dispense a portion of a qualifying patient's one-month supply of marijuana. The dispensary may dispense the remaining portion of the one-month supply of marijuana at any time except that no qualifying patient or primary caregiver shall receive more than a one-month supply of marijuana in a one-month period.

(f) A dispensary, or dispensary technician, shall require the presentation of a registration certificate together with another valid photographic identification issued to a qualifying patient or primary caregiver, prior to selling marijuana to such qualifying patient or primary caregiver.

(g) A dispensary shall document a qualifying patient's self-assessment of the effects of marijuana in treating the qualifying patient's debilitating medical condition or the symptoms thereof. A dispensary facility shall maintain such documentation electronically for at least three years following the date the patient ceases to designate the dispensary facility and such documentation shall be made available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

**Sec. 21a-408-39. Dispensaries to assign serial number and maintain records. Transfer of records to another dispensary facility**

(a) A dispensary shall assign and record a sequential serial number to each marijuana product dispensed to a patient and shall keep all dispensing records in numerical order in a suitable file, electronic file or ledger. The records shall indicate:

- (1) The date of dispensing;
- (2) The name and address of the certifying physician;
- (3) The name and address of the qualifying patient, or primary caregiver if applicable;
- (4) The initials of the dispensary who dispensed the marijuana; and
- (5) Whether a full or partial one-month supply of marijuana was dispensed.

(b) A dispensary facility shall maintain records created under this section and shall make such records available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

(c) When a dispensary department closes temporarily or permanently, the dispensary facility shall, in the interest of public health, safety and convenience, make its complete dispensing records immediately available to a nearby dispensary facility and post a notice of this availability on the window or door of the closed dispensary facility. The dispensary facility shall simultaneously provide such notice to the commissioner.

#### **Sec. 21a-408-40. Labeling of marijuana products by dispensary**

(a) A dispensary shall not dispense marijuana that does not bear the producer label required pursuant to section 21a-408-56 of the Regulations of Connecticut State Agencies.

(b) A dispensary, or a dispensary technician under the direct supervision of the dispensary, shall completely and properly label all marijuana products dispensed with all required information as follows:

(1) The serial number, as assigned by the dispensary facility;

(2) The date of dispensing the marijuana;

(3) The quantity of marijuana dispensed;

(4) The name and registration certificate number of the qualifying patient and, where applicable, the primary caregiver;

(5) The name of the certifying physician;

(6) Such directions for use as may be included in the physician's written certification or otherwise provided by the physician;

(7) Name of the dispensary;

(8) Name and address of the dispensary facility;

(9) Any cautionary statement as may be required by Connecticut state statute or regulation; and

(10) A prominently printed expiration date based on the producer's recommended conditions of use and storage that can be read and understood by the ordinary individual.

(c) The expiration date required by this section shall be no later than the expiration date determined by the producer.

(d) No person except a dispensary, or a dispensary technician operating under the direct supervision of a dispensary, shall alter, deface or remove any label so affixed.

#### **Sec. 21a-408-41. Responsibilities of dispensary facility manager**

(a) A dispensary facility shall employ the dispensary facility manager at the dispensary facility for at least thirty-five hours per week, except as otherwise authorized by the commissioner.

(b) No person shall be a dispensary facility manager for more than one dispensary facility at a time.

(c) The dispensary facility manager shall be responsible for ensuring that:

(1) Dispensary technicians are registered and properly trained;

(2) All record-retention requirements are met;

(3) All requirements for the physical security of marijuana are met;

(4) The dispensary facility has appropriate pharmaceutical reference materials to ensure that marijuana can be properly dispensed;

(5) The following items are conspicuously posted in the dispensary department in a location and in a manner so as to be clearly and readily identifiable to qualifying patients and primary caregivers:

(A) Dispensary facility license;

(B) The name of the dispensary facility manager; and

(C) The price of all marijuana products offered by the dispensary facility as identified by their registered brand name as set forth in section 21a-408-59 of the Regulations of Connecticut State Agencies; and

(6) Any other filings or notifications required to be made on behalf of the dispensary facility as set forth in sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, are completed.

#### **Sec. 21a-408-42. Dispensary technicians. Ratio. Supervision and responsibility**

(a) The ratio of dispensary technicians to dispensaries on duty in a dispensary department shall not exceed three dispensary technicians to one dispensary.

(b) A dispensary whose license is under suspension or revocation shall not act as a dispensary technician.

(c) The dispensary providing direct supervision of dispensary technicians shall be responsible for the dispensary technicians' actions. Any violations relating to the dispensing of marijuana resulting from the actions of a dispensary technician, or the use of dispensary technicians in the performance of tasks in a manner not in conformance with sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, shall constitute cause for action against the license of the dispensary.

As used in this subsection, "direct supervision" means a supervising dispensary who:

(1) Is physically present in the area or location where the dispensary technician is performing routine marijuana dispensing functions; and

(2) Conducts in-process and final checks on the dispensary technician's performance.

#### **Sec. 21a-408-43. Dispensary technician limitations**

(a) Dispensary technicians shall not:

(1) Consult with a qualifying patient or the patient's primary caregiver regarding marijuana or other drugs, either before or after marijuana has been dispensed, or regarding any medical information contained in a patient medication record;

(2) Consult with the physician who certified the qualifying patient, or the physician's agent, regarding a patient or any medical information pertaining to the patient's marijuana or any other drug the patient may be taking;

(3) Interpret the patient's clinical data or provide medical advice;

(4) Perform professional consultation with physicians, nurses or other health care professionals or their authorized agents; or

(5) Determine whether a different brand or formulation of marijuana should be substituted for the marijuana product or formulation recommended by the physician or requested by the qualifying patient or primary caregiver.

(b) Notwithstanding subsection (a) of this section, a dispensary technician may communicate with a physician who certified a qualifying patient, or the physician's agent, to obtain a clarification on a qualifying patient's written certification or instructions provided the supervising dispensary is aware that such clarification is being requested.

#### **Sec. 21a-408-44. Dispensary technician training**

(a) Dispensary technicians shall complete initial training as determined by the dispensary facility manager of each dispensary facility. Such training shall include, but not be limited to:

- (1) On-the-job and other related education, which shall be commensurate with the tasks dispensary technicians are to perform and which shall be completed prior to the regular performance of such tasks;
- (2) Professional conduct, ethics, and state and federal statutes and regulations regarding patient confidentiality; and
- (3) Developments in the field of the medical use of marijuana.

(b) The dispensary technician shall be registered as a dispensary technician with the department prior to the start of such training.

(c) The dispensary facility manager shall assure the continued competency of dispensary technicians through continuing in-service training designed to supplement initial training, which shall include any guidance specified by the department.

(d) The dispensary facility manager shall be responsible for maintaining a written record documenting the initial and continuing training of dispensary technicians, which shall contain:

- (1) The name of the person receiving the training;
- (2) The dates of the training;
- (3) A general description of the topics covered;
- (4) The name of the person supervising the training; and
- (5) The signatures of the person receiving the training and the dispensary facility manager.

(e) When a change of dispensary facility manager occurs, the new manager shall review the training record and sign it, indicating that the new manager understands its contents.

(f) A dispensary facility shall maintain the record documenting the dispensary technician training and make it available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

#### **Sec. 21a-408-45. Dispensary facility employee training. Employee records**

(a) A dispensary facility shall provide to each dispensary facility employee, prior to the employee commencing work at the dispensary facility, at a minimum, training in the following:

- (1) The proper use of security measures and controls that have been adopted for the prevention of diversion, theft or loss of marijuana;
- (2) Procedures and instructions for responding to an emergency; and
- (3) State and federal statutes and regulations regarding patient confidentiality.

(b) Each dispensary facility shall maintain and make available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies, a training record for each dispensary facility employee. Such record shall include, at a minimum, documentation of all required training, including:

- (1) The name of the person receiving the training;
- (2) The dates of the training;
- (3) A general description of the topics covered;
- (4) The name of the person supervising the training; and

(5) The signatures of the person receiving the training and the dispensary facility manager.

**Sec. 21a-408-46. Dispensary facility manager notifications**

(a) A dispensary facility shall immediately notify the department whenever the dispensary facility manager ceases such management and shall immediately designate with the department the name, address and license number of the dispensary who assumes management of the dispensary facility. A dispensary facility shall file the notice of change in management of a dispensary on a form prescribed by the commissioner and shall pay the filing fee required in section 21a-408-28 of the Regulations of Connecticut State Agencies. The dispensary who ceases management of the dispensary facility shall also immediately notify the department of that fact.

(b) If a dispensary facility manager is absent from the dispensary facility for any reason for more than sixteen consecutive days, the dispensary facility shall immediately report such absence to the department. The dispensary facility shall provide the department with the name of the dispensary designated to be the acting dispensary facility manager no later than five days after the sixteenth consecutive day of the original dispensary facility manager's absence.

(c) If the absence of the dispensary facility manager exceeds forty-two consecutive days, such person shall be deemed to have ceased to be the dispensary facility manager for the dispensary facility. In such case, the dispensary facility shall, in accordance with this section, immediately notify the department of the name, address and license number of the dispensary who is assuming management of the dispensary facility. A dispensary facility shall file the notice of change of dispensary facility manager on a form prescribed by the commissioner and shall pay the filing fee required by section 21a-408-28 of the Regulations of Connecticut State Agencies. The dispensary who ceases management of the dispensary facility shall also immediately notify the department of that fact.

**Sec. 21a-408-47. Dispensing error reporting. Quality assurance program**

(a) A dispensary facility shall display a sign concerning the reporting of dispensing errors in a conspicuous location visible to qualifying patients and primary caregivers. The sign shall measure a minimum of eight inches in height and ten inches in width and the lettering shall be in a size and style that allows such sign to be read without difficulty by consumers standing at the dispensary department. The sign shall bear the following statement: "If you have a concern that an error may have occurred in the dispensing of your marijuana, you may contact the Department of Consumer Protection, Drug Control Division, by calling (Department of Consumer Protection telephone number authorized pursuant to section 21a-2 of the Connecticut General Statutes)."

(b) A dispensary facility shall include the following printed statement on the receipt or in the bag or other similar packaging in which marijuana is contained: "If you have a concern that an error may have occurred in the dispensing of your marijuana, you may contact the Department of Consumer Protection, Drug Control Division, by calling (Department of Consumer Protection telephone number authorized pursuant to section 21a-2 of the Connecticut General Statutes)." The dispensary facility shall print such statement in a size and style that allows it to be read without difficulty by patients.

(c) A dispensary facility shall implement and comply with a quality assurance program that describes, in writing, policies and procedures to detect, identify and prevent dispensing errors. A dispensary facility shall provide to the commissioner a written copy of such quality assurance program, shall distribute it to all dispensary facility employees, and shall make it readily available on the premises of the dispensary facility. Such policies and procedures shall include:

(1) Directions for communicating the details of a dispensing error to the physician who certified a qualifying patient and to the qualifying patient, the patient's primary caregiver or appropriate family member if the patient is deceased or is unable to fully comprehend the communication. Such communication shall describe methods of correcting the dispensing error or reducing the negative impact of the error on the qualifying patient; and

(2) A process to document and assess dispensing errors to determine the cause of the error and an appropriate response.

(d) A dispensary facility shall use the findings of its quality assurance program to develop dispensary systems and workflow processes designed to prevent dispensing errors.

(e) A dispensary facility manager shall inform dispensary facility employees of changes to dispensary facility policy, procedure, systems, or processes made as a result of recommendations generated by the quality assurance program.

#### **Sec. 21a-408-48. Review of dispensing errors**

(a) A dispensary facility manager shall notify all dispensary employees that the discovery or reporting of a dispensing error shall be relayed immediately to a dispensary on duty.

(b) A dispensary facility manager shall ensure that a dispensary performs a quality assurance review for each dispensing error. A dispensary shall commence such review as soon as is reasonably possible, but no later than two business days from the date the dispensing error is discovered.

(c) A dispensary facility manager shall create a record of every quality assurance review. This record shall contain at least the following:

(1) The date or dates of the quality assurance review and the names and titles of the persons performing the review;

(2) The pertinent data and other information relating to the dispensing error reviewed;

(3) Documentation of contact with the qualifying patient, primary caregiver where applicable, and the physician who certified the patient as required by the quality assurance program implemented pursuant to section 21a-408-47 of the Regulations of Connecticut State Agencies;

(4) The findings and determinations generated by the quality assurance review; and

(5) Recommended changes to dispensary facility policy, procedure, systems, or processes, if any.

(d) A dispensary facility shall maintain quality assurance review records in an orderly manner and filed by date.

(e) A dispensary facility shall maintain a copy of the dispensary facility's quality assurance program and records of all reported dispensing errors and quality assurance reviews and make such documents available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

#### **Sec. 21a-408-49. Electronic system record-keeping safeguards**

(a) If a dispensary facility uses an electronic system for the storage and retrieval of patient information or other marijuana records, the dispensary facility shall use a system that:

- (1) Guarantees the confidentiality of the information contained therein;
- (2) Is capable of providing safeguards against erasures and unauthorized changes in data after the information has been entered and verified by the dispensary; and
- (3) Is capable of being reconstructed in the event of a computer malfunction or accident resulting in the destruction of the data bank.

**Sec. 21a-408-50. Dispensary reporting into the prescription monitoring program**

(a) At least once per day, a dispensary shall transmit electronically to the Drug Control Division of the department the information set forth in the most recent edition of the Standard for Prescription Monitoring Programs established by the American Society for Automation in Pharmacy, a copy of which may be purchased from the American Society for Automation in Pharmacy on their Internet web site: [www.asapnet.org](http://www.asapnet.org).

(b) A dispensary shall transmit to the department, in a format approved by the department, the fields listed in this subsection, including, but not limited to, the following:

- (1) Drug Enforcement Administration Pharmacy number, which shall be populated by a number provided by the department;
- (2) Birth date;
- (3) Sex code;
- (4) Date order filled, which shall be the date marijuana is dispensed;
- (5) Order number, which shall be the serial number assigned to each marijuana product dispensed to a patient;
- (6) New-refill code;
- (7) Quantity;
- (8) Days supply;
- (9) National Drug Code number, which shall be provided by the department;
- (10) Drug Enforcement Administration Prescriber identification number;
- (11) Date order written, which shall be the date the written certification was issued;
- (12) Number of refills authorized;
- (13) Order origin code, which shall be provided by the department;
- (14) Patient last name;
- (15) Patient first name;
- (16) Patient street address;
- (17) State;
- (18) Payment code for either cash or third-party provider; and
- (19) Drug name, which shall be the brand name of the marijuana product.

(c) A dispensary shall transmit the information required pursuant to this section in such a manner as to insure the confidentiality of the information in compliance with all federal and Connecticut state statutes and regulations, including the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

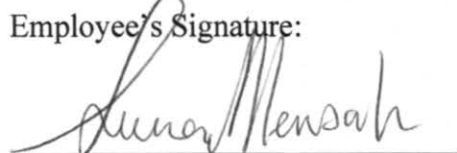
**Sec. 21a-408-51. Security requirements for dispensary facilities**

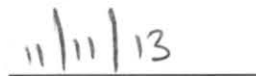
(a) A dispensary facility shall:



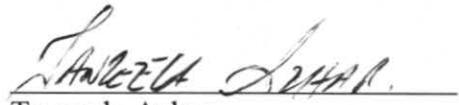
- (1) Not maintain marijuana in excess of the quantity required for normal, efficient operation;
  - (2) Store all marijuana in an approved safe or approved vault and in such a manner as to prevent diversion, theft or loss;
  - (3) Maintain all marijuana in a secure area or location accessible only to specifically authorized employees, which shall include only the minimum number of employees essential for efficient operation;
  - (4) Keep all approved safes and approved vaults securely locked and protected from entry, except for the actual time required to remove or replace marijuana;
  - (5) Keep all locks and security equipment in good working order;
  - (6) Not allow keys to be left in the locks and not store or place keys in a location accessible to persons other than specifically authorized employees;
  - (7) Not allow other security measures, such as combination numbers, passwords or electronic or biometric security systems, to be accessible to persons other than specifically authorized employees;
  - (8) Keep the dispensary department securely locked and protected from entry by unauthorized employees; and
  - (9) Post a sign at all entry ways into any area of the dispensary facility containing marijuana, including a room with an approved safe or approved vault, which sign shall be a minimum of twelve inches in height and twelve inches in width which shall state: "Do Not Enter - Limited Access Area – Access Limited to Authorized Employees Only" in lettering no smaller than one-half inch in height.
- (b) If a dispensary facility presents special security issues, such as an extremely large stock of marijuana, exposed handling or unusual vulnerability to diversion, theft or loss, the commissioner may require additional safeguards, including, but not limited to, a supervised watchman service.
- (c) If diversion, theft or loss of marijuana has occurred from a dispensary facility, the commissioner shall determine the appropriate storage and security requirements for all marijuana in such dispensary facility, and may require additional safeguards to ensure the security of the marijuana.
- (d) Any marijuana not stored in compliance with sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, or stored at a location other than that for which the dispensary facility license was issued, shall be subject to embargo or seizure by the department in accordance with section 21a-96 of the Connecticut General Statutes.
- (e) Any dispensary facility whose license is revoked or not renewed shall dispose of its entire stock of marijuana in accordance with sections 21a-408-64 of the Regulations of Connecticut State Agencies.
- (f) If a dispensary facility has provided other safeguards which can be regarded in total as an adequate substitute for some element of protection required of such facility, such added protection may be taken into account by the commissioner in evaluating overall required security measures.

Employee's Signature:

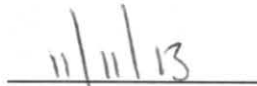
  
Lena Kissi Mensah

  
Date

Employer's Signature:



Tanzeela Azhar  
Chief Operations Manager

  
Date

**CT MM HEALTH CLINIC, LLC**  
**FINANCIAL STATEMENTS**  
**FOR THE SEVEN DAY PERIOD ENDED OCTOBER 31, 2013**

CT MM HEALTH CLINIC, LLC  
FINANCIAL STATEMENTS WITH SUPPLEMENTARY INFORMATION  
FOR THE SEVEN DAY PERIOD ENDED OCTOBER 31, 2013

INDEPENDENT AUDITOR'S REPORT

**FINANCIAL STATEMENTS**

Independent Auditor's Report ..... 1  
Balance Sheets ..... 2  
Statements of Income and Changes in Members' Equity..... 3  
Statements of Cash Flows ..... 4  
Notes to Financial Statements ..... 5-6

REPORT OF INDEPENDENT PUBLIC ACCOUNTING FIRM

To the Board of Directors  
CT MM Health Clinic, LLC  
Newington, Connecticut

We have audited the accompanying balance sheet of CT MM Health Clinic, LLC and the related statement of stockholders' equity as of October 31, 2013 and income and cash flows for the seven day period ended October 31, 2013. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CT MM Health Clinic, LLC. as of October 31, 2013 and the results of its operations and cash flows for the seven day period ended October 31, 2013 in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 2 to the financial statements, the accompanying statements have been prepared assuming that the Company will continue as a going concern. Additionally, there are substantial risks, as addressed in Note 1 to the financial statements, corresponding to the procurement of a Medical Marijuana Dispensary Facility License and operating an activity that is considered illegal under federal law. The financial statements do not include any adjustments that might result from the outcome of these uncertainties.

Handwritten signature in cursive script that reads "Walston + Ignazi P.C.".

South Windsor, Connecticut  
November 14, 2013

CT MM HEALTH CLINIC, LLC  
BALANCE SHEET  
AS OF OCTOBER 31, 2013

October 31, 2013

ASSETS

CURRENT ASSETS

Cash \$ 0  
TOTAL CURRENT ASSETS 0

FIXED ASSETS, net of accumulated depreciation 0

TOTAL ASSETS \$ 0

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts payable \$ 3,744

TOTAL CURRENT LIABILITIES 3,744

TOTAL LIABILITIES \$ 3,744

STOCKHOLDERS' EQUITY

Members' Equity \$ (3,744)

TOTAL STOCKHOLDERS' EQUITY (3,744)

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY \$ 0

See accompanying notes to financial statements.

CT MM HEALTH CLINIC, LLC  
 STATEMENT OF INCOME AND CHANGES IN MEMBERS' EQUITY  
 FOR THE SEVEN DAY PERIOD ENDED OCTOBER 31, 2013

	<u>October 1 - October 31, 2012</u>
SALES	\$ 0
COST OF SALES	<u>0</u>
GROSS PROFIT	0
OPERATING EXPENSES	<u>0</u>
LOSS FROM OPERATIONS	0
OTHER INCOME (EXPENSE)	
Organizational costs	(220)
Costs of start-up activities	<u>(9,679)</u>
	<u>(9,899)</u>
NET LOSS	\$ (9,899)
MEMBERS' EQUITY (DEFICIT)-BEGINNING	0
MEMBERS' CONTRIBUTIONS	6,155
RETAINED EARNINGS (DEFICIT)	<u>\$ (3,744)</u>

See accompanying notes to financial statements.

CT MM HEALTH CLINIC, LLC  
STATEMENT OF CASH FLOWS  
FOR THE SEVEN DAY PERIOD ENDED OCTOBER 31, 2013

October 1 -  
October 31, 2012

CASH FLOWS FROM OPERATING ACTIVITIES

Net loss	\$ (9,899)
Adjustments to reconcile net loss to net cash used by operating activities:	
Depreciation and amortization	0
Increase (decrease) in:	
Accounts payable	<u>3,744</u>
NET CASH USED BY OPERATING ACTIVITIES	(6,155)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of property and equipment	<u>0</u>
NET CASH USED BY INVESTING ACTIVITIES	0

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from members' contributions	<u>6,155</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	6,155

NET INCREASE (DECREASE) IN CASH 0

CASH AT BEGINNING OF YEAR 0

CASH AT END OF YEAR \$ 0

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the year for:	
Interest	\$ 0
State entity and franchise tax	\$ 0

See accompanying notes to financial statements.



CT MM HEALTH CLINIC, LLC  
NOTES TO FINANCIAL STATEMENTS  
FOR THE SEVEN DAY PERIOD ENDED OCTOBER 31, 2013

**NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES**

Nature of Business: CT MM Health Clinic, LLC was formed on October 25, 2013 as a Limited Liability Company for the purpose of securing a Medical Marijuana Dispensary Facility License in the state of Connecticut. The marijuana dispensary will serve as a retail location for the distribution of medical marijuana in accordance with the Regulations of Connecticut State Agencies sections 21a-408-1 to 21a-408-70, as may be amended from time to time.

Risks and Uncertainties: The Company is subject to the risks and challenges associated with the medical marijuana industry. The first risk is not being able to procure the required license. If the Company is not granted a license it intends to dissolve immediately. Additionally, under section 280E of the Internal Revenue Code, dispensaries will not be able to take any expenses on their income tax returns. This means that the amount of taxable income that will be passed through to the members' returns could equal the sales of the marijuana dispensary. At this time it is not known whether this code section will be enforced by the Internal Revenue Service in relation to dispensaries. Lastly, the most substantial risks are those associated with conducting an activity that is considered illegal under federal law.

Method of Accounting: The financial statements of the Company have been prepared using the accrual method of accounting. The accrual method of accounting recognizes revenue when earned rather than received and expenses incurred rather than paid.

Income Taxes: There is no provision for Federal and State income taxes in this financial statement. Federal and State income taxes are not payable by, or provided for, a limited liability company. The members are liable for individual Federal and State income taxes on their respective ownership percentage of the Company's taxable income. Effective for tax years beginning 2013, the Company is subject to the Connecticut Business Entity Tax. For the year ended December 31, 2013 the flat tax is \$250 per Company. If granted the Medical Marijuana Dispensary Facility License, the Company intends to file Form 2553 and elect to be taxed as an S-Corporation.

Use of Estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements, and the reported amounts of revenues and expenses during the reporting period. Estimates are used when accounting for depreciation, taxes, contingencies, asset useful lives and future cash flows, among others. The Company's estimates are based on its historical experience and various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making assumptions about the recorded amounts of assets and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates. Estimates are evaluated on an ongoing basis.

CT MM HEALTH CLINIC, LLC  
NOTES TO FINANCIAL STATEMENTS  
FOR THE SEVEN DAY PERIOD ENDED OCTOBER 31, 2013

**NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)**

Fair Value: In accordance with Codification Topic 820 (“ASC 820”) the Company reports its qualifying assets and liabilities in accordance with the *Fair Value Measurements and Disclosures Standards* under U.S. GAAP. These standards define fair value, establish a framework for measuring fair value, and expand disclosures about fair value measurements. This policy establishes a fair value framework that prioritizes the inputs and assumptions used to measure fair value.

The three levels of the fair value framework are as follows:

- Level 1 – Inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date.
- Level 2 – Inputs other than quoted prices in active markets that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.
- Level 3 – Inputs that are unobservable.

A qualifying asset or liability’s level within the framework is based upon the lowest level of any input that is significant to the fair value measurement. The Company’s qualifying assets or liabilities are recorded at fair value using Level 1 inputs.

**NOTE 2 –GOING CONCERN**

The accompanying financial statements have been prepared on a going-concern basis which contemplates the continuation of the entity due to the risks associated with applying for a Medical Marijuana Dispensary Facility License in the state of Connecticut. Additionally, it will be difficult to remain profitable if the Internal Revenue Service enforces section 280E of the Internal Revenue Code and disallows any deductions for federal income tax purposes.

**NOTE 3 – SUBSEQUENT EVENTS**

There are no material subsequent events as of the date of this report.





**CT MM Health Clinic, LLC  
Balance Sheet - Year One**

	<u>Base Period</u>	<u>End of Year One</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash	20,000	686,619
Accounts Receivable	-	-
Inventory	50,000	50,000
Prepaid Expenses	30,000	20,000
Other Current	-	-
<b>Total Current Assets</b>	<u>100,000</u>	<u>756,619</u>
<b>Fixed Assets</b>		
Real Estate-Land	-	-
Buildings	-	-
Leasehold Improvements	50,000	50,000
Equipment	20,000	20,000
Furniture and Fixtures	20,000	20,000
Vehicles	-	-
Other Fixed Assets	-	-
<b>Total Fixed Assets</b>	<u>90,000</u>	<u>90,000</u>
<b>Less: Accumulated Depreciation</b>	-	14,000
<b>Total Assets</b>	<u><u>190,000</u></u>	<u><u>832,619</u></u>
<b>Liabilities and Owner's Equity</b>		
<b>Liabilities</b>		
Accounts Payable	-	-
Loan Payable	-	-
Mortgage Payable	-	-
Credit Card Debt	-	-
Vehicle Loans	-	-
Other Bank Debt	-	-
Line of Credit Balance	-	-
<b>Total Liabilities</b>	<u>-</u>	<u>-</u>
<b>Owner's Equity</b>		
Common Stock	190,000	190,000
Retained Earnings	-	642,619
Dividends Dispersed	-	-
<b>Total Owner's Equity</b>	<u>190,000</u>	<u>832,619</u>
<b>Total Liabilities and Owner's Equity</b>	<u><u>190,000</u></u>	<u><u>832,619</u></u>





**CT MM Health Clinic, LLC  
Balance Sheet - Year Two**

	<u>End of Year One</u>	<u>End of Year Two</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash	686,619	3,248,266
Accounts Receivable	-	-
Inventory	50,000	50,000
Prepaid Expenses	20,000	10,000
Other Current	-	-
<b>Total Current Assets</b>	<u>756,619</u>	<u>3,308,266</u>
<b>Fixed Assets</b>		
Real Estate-Land	-	-
Buildings	-	-
Leasehold Improvements	50,000	50,000
Equipment	20,000	20,000
Furniture and Fixtures	20,000	20,000
Vehicles	-	-
Other Fixed Assets	-	-
<b>Total Fixed Assets</b>	<u>90,000</u>	<u>90,000</u>
<b>Less: Accumulated Depreciation</b>	14,000	28,000
<b>Total Assets</b>	<u><u>832,619</u></u>	<u><u>3,370,266</u></u>
<b>Liabilities and Owner's Equity</b>		
<b>Liabilities</b>		
Accounts Payable	-	-
Notes Payable	-	-
Mortgage Payable	-	-
Credit Card Debt	-	-
Vehicle Loans	-	-
Other Bank Debt	-	-
Line of Credit Balance	-	-
<b>Total Liabilities</b>	<u>-</u>	<u>-</u>
<b>Owner's Equity</b>		
Common Stock	190,000	190,000
Retained Earnings	642,619	3,180,266
Dividends Dispersed	-	-
<b>Total Owner's Equity</b>	<u>832,619</u>	<u>3,370,266</u>
<b>Total Liabilities and Owner's Equity</b>	<u><u>832,619</u></u>	<u><u>3,370,266</u></u>







**CT MM Health Clinic, LLC  
Balance Sheet - Year Three**

	<u>End of Year Two</u>	<u>End of Year Three</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash	3,248,266	11,503,751
Accounts Receivable	-	-
Inventory	50,000	50,000
Prepaid Expenses	10,000	-
Other Current	-	-
<b>Total Current Assets</b>	<u>3,308,266</u>	<u>11,553,751</u>
<b>Fixed Assets</b>		
Real Estate-Land	-	-
Buildings	-	-
Leasehold Improvements	50,000	50,000
Equipment	20,000	20,000
Furniture and Fixtures	20,000	20,000
Vehicles	-	-
Other Fixed Assets	-	-
<b>Total Fixed Assets</b>	<u>90,000</u>	<u>90,000</u>
<b>Less: Accumulated Depreciation</b>	28,000	42,000
<b>Total Assets</b>	<u><u>3,370,266</u></u>	<u><u>11,601,751</u></u>
<b>Liabilities and Owner's Equity</b>		
<b>Liabilities</b>		
Accounts Payable	-	-
Notes Payable	-	-
Mortgage Payable	-	-
Credit Card Debt	-	-
Vehicle Loans	-	-
Other Bank Debt	-	-
Line of Credit Balance	-	-
<b>Total Liabilities</b>	<u>-</u>	<u>-</u>
<b>Owner's Equity</b>		
Common Stock	190,000	190,000
Retained Earnings	3,180,266	11,411,751
Dividends Dispersed	-	-
<b>Total Owner's Equity</b>	<u>3,370,266</u>	<u>11,601,751</u>
<b>Total Liabilities and Owner's Equity</b>	<u><u>3,370,266</u></u>	<u><u>11,601,751</u></u>

## **F. Bonus Points**

CT MM Health Clinic, LLC is hereby providing the following required information:

1. Employee Working Environment Plan: Describe any plans you have to provide a safe, healthy and economically beneficial working environment for your employees, including, but not limited to, your plans regarding workplace safety and environmental standards, codes of conduct, healthcare benefits, educational benefits, retirement benefits, and wage standards.
  - a. CT MM Health Clinic, LLC provides some of the most competitive and attractive compensation and benefit plans offered by Connecticut employers. Our workplace safety and environmental standards, codes of conduct, and workplace security will set the standard for the industry.
  - b. Please refer to the enclosed Employee Policies and Handbook for more details.

# Employee Policies & Handbook

**CT MM Health Clinic, LLC**

## Welcome

Welcome to CT MM Health Clinic!

Dear Employee:

You and CT MM Health Clinic have made an important decision: The Company has decided you can contribute to our success, and you've decided that CT MM Health Clinic is the organization where you can pursue your career productively and enjoyably.

We believe we've each made the right decision, one that will result in a profitable relationship. The minute you start working here, you become an integral part of CT MM Health Clinic and its future. Every job in our company is important, and you will play a key role in the continued growth of our company.

As you will quickly discover, our success is based on delivering high quality products and providing unsurpassed customer service. How do we do it? By working very hard, thinking about our customers' needs, and doing whatever it takes. We do it by treating each other and customers with respect. We do it by acting as a team.

Should you have any questions concerning this handbook, your employment or benefits, please feel free to discuss them with your supervisor or manager.

Again, welcome!

## **Introduction & Description of Company**

CT MM Health Clinic, LLC, formed in late 2013 will begin operation in 2014, if awarded a Medical Marijuana Dispensary Facility permit by the State of Connecticut.

### **Confidentiality Agreement**

Information that pertains to CT MM Health Clinic's business, including all nonpublic information concerning the Company, its vendors and suppliers, is strictly confidential and must not be given to people who are not employed by CT MM Health Clinic.

Please help protect confidential information - which may include, for example, trade secrets, customer lists and company financial information - by taking the following precautionary measures:

- 1 Discuss work matters only with other CT MM Health Clinic employees who have a specific business reason to know or have access to such information.
- 2 Do not discuss work matters in public places.
- 3 Monitor and supervise visitors to CT MM Health Clinic to insure that they do not have access to company information.
- 4 Destroy hard copies of documents containing confidential information that is not filed or archived.
- 5 Secure confidential information in desk drawers and cabinets at the end of every business day.

Your cooperation is particularly important because of our obligation to protect the security of our clients' and our own confidential information. Use your own sound judgment and good common sense, but if at any time you are uncertain as to whether you can properly divulge information or answer questions, please consult a CT MM Health Clinic officer.

### **Conflict of Interest**

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of CT MM Health Clinic. You must avoid any situation in which your loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist.

Examples of potential conflict situations include:

- 1 Having a financial interest in any business transaction with CT MM Health Clinic
- 2 Owning or having a significant financial interest in, or other relationship with, a CT MM Health Clinic competitor, customer or supplier, and
- 3 Accepting gifts, entertainment or other benefit of more than a nominal value from a CT MM Health Clinic competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to management and remove themselves from

negotiations, deliberations or votes involving the conflict. You may, however, state your position and answer questions when your knowledge may be of assistance to CT MM Health Clinic.

## **Security and Systems**

Prior to starting work, all employees will receive training on the security systems and policies, inventory control policies, software, and other work related procedures. If you feel that you have not received proper training in any matter, please notify your supervisor immediately.

## **Workplace Air Quality**

CT MM Health Clinic, LLC is proactive in providing an air treatment system that not only will remove any potential odors, but will filter the air to provide hospital grade quality air for our employees, patients and primary caregivers to breath more healthily.

## **Anti Discrimination & Harassment**

### **Americans with Disabilities Act**

It is CT MM Health Clinic's policy that we will not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. CT MM Health Clinic is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973. CT MM Health Clinic recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should contact your manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

### **Equal Opportunity Policy**

CT MM Health Clinic provides equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status or any other category protected by federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training and social, and recreational programs. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.

### **Policy Prohibiting Harassment and Discrimination**

CT MM Health Clinic strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity and courtesy.

This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits and training.

### **Prohibited Behavior**



CT MM Health Clinic does not and will not tolerate any type of harassment of our employees, applicants for employment, or our customers. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's gender, ethnicity, race, color, creed, religion, sexual orientation, national origin, age, disability, marital status, military status or any other protected classification that unreasonably interferes with a person's work performance or creates an intimidating, hostile work environment.

Sexually harassing behavior in particular includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

- 1 is made an explicit or implicit condition of employment
- 2 is used as the basis for employment decisions
- 3 unreasonably interferes with an individual's work performance, or
- 4 creates an intimidating, hostile or offensive working environment.

The types of conduct covered by this policy include: demands or subtle pressure for sexual favors accompanied by a promise of favorable job treatment or a threat concerning employment.

Specifically, it includes sexual behavior such as:

- 1 repeated sexual flirtations, advances or propositions
- 2 continued and repeated verbal abuse of a sexual nature,
- 3 sexually related comments and joking, graphic or
- 4 degrading comments about an employee's appearance
- 5 or displaying sexually suggestive objects or pictures
- 6 including cartoons and vulgar email messages, and
- 7 any uninvited physical contact or touching, such as patting, pinching or repeated brushing against another's body.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by nonemployees conducting business with the Company, regardless of gender or sexual orientation.

### **Harassment by Nonemployees**

CT MM Health Clinic will also endeavor to protect employees, to the extent possible, from reported harassment by nonemployees in the workplace, including customers, clients and suppliers.

### **Complaint Procedure and Investigation**

Any employee who wishes to report a possible incident of sexual harassment or other unlawful harassment or discrimination should promptly report the matter to Richard Pelletier. If that person is not available, or you believe it would be inappropriate to contact that person, contact

TBD or TBD.

CT MM Health Clinic will conduct a prompt investigation as confidentially as possible under the circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal; at the same time employees have an obligation to cooperate CT MM Health Clinic in enforcing this policy and investigating and remedying complaints.

Any employee who becomes aware of possible sexual harassment or other illegal discrimination against others should promptly advise Richard Pelletier or any other appropriate member of management.

Anyone found to have engaged in such wrongful behavior will be subject to appropriate discipline, which may include termination.

### **Retaliation**

Any employee who files a complaint of sexual harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint.

In addition, we will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

### **Training**

CT MM Health Clinic will establish proper training for all employees concerning their rights to be free from sexual harassment and other discrimination and steps they can take to stop it.

### **Employment at Will**

Unless expressly proscribed by statute or contract, your employment is "at will." All CT MM Health Clinic employees are at will, which means they may be terminated at any time and for any reason, with or without advance notice. Employees are also free to quit at any time. Any employment relationship other than at will must be set out in writing and signed by CT MM Health Clinic's TBD.

## **Compensation & Work Schedule**

### **Attendance & Punctuality**

Every employee is expected to attend work regularly and report to work on time.

If you are unable to report to work on time for any reason, telephone your supervisor as far in advance as possible. If you do not call in an absence in advance, it will be considered unexcused.

Unsatisfactory attendance, including reporting late or quitting early, may be cause for disciplinary action, up to and including discharge.

## **Bonus Compensation**

You may become eligible for a periodic bonus. This bonus is optional at the discretion of management and depends upon our profitability and individual performance and contribution.

## **Breaks**

### General

Employees are entitled to a 30 minute break for rest twice each day.

Employees are also entitled to a 30 minute unpaid break for meals during each work period.

Breaks may be scheduled at staggered times to allow department coverage.

### Connecticut

Employees are entitled to a 30 minute break for rest twice each day, spaced approximately evenly throughout the work period.

Employees are also entitled to a 30 minute break for meals if the workday is at least 7 ½ hours long.

Breaks may be scheduled at staggered times to allow department coverage.

### General Pay Information

Certain deductions will be made in accordance with federal and state laws.

In addition, the Company makes available certain voluntary deductions as part of the Company's benefits program. If an employee elects supplemental coverage under one of the Company's benefits plans, which requires employee contributions, the employee's share of the cost will be deducted from his or her check each pay period. If the employee is not receiving a payroll check due to illness, injury, or leave of absence, he or she will be required to pay the monthly cost directly to the Company.

## **Overtime**

### General

Because of the nature of work, employees may be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests.

Overtime compensation is paid to all nonexempt employees at one and one-half times their

straight time rate for all hours worked in excess of 40 hours per week.

If you are nonexempt, you must receive authorization from your manager before working overtime. And after you have worked overtime, you must enter it on a timesheet by the day after it is accrued.

Overtime pay is based on actual hours worked. Time taken for lunch or dinner is not included as time worked for purposes of computing overtime. And time off on holidays, sick leave, vacation leave, personal leave, training seminars or any leave of absence will not be factored in as hours worked when calculating overtime.

## **Pay Schedule**

Employees will be paid on Friday. If the regular payday falls on a holiday, payday will be the last regular workday before the holiday.

The pay week starts at the beginning of your shift on Monday and includes all work you perform up to the close of business on Sunday.

A few additional facts about pay:

- 1 You will be paid your first week's wages on the Friday following the pay week ending on the previous Sunday.
- 2 Any overtime earnings will be paid one week following the actual hours worked.
- 3 You can receive vacation pay in advance if you are taking five consecutive days, and that check will be distributed on the last payday preceding vacation. To be paid in advance you must notify your supervisor one week before your vacation begins so that a check can be prepared.
- 4 If a paycheck is lost or stolen, notify Accounting immediately.

## **Performance Evaluations**

Supervisors and employees are strongly encouraged to discuss job performance and goals informally any time.

Additional formal performance reviews will be conducted to provide both supervisors and employees with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. These formal reviews will be conducted .

## **Performance Reviews and Salary Increases**

Wage reviews are conducted Yearly for each employee, and salary increases are based on those reviews, as well as our profitability. However, an employee receiving a performance appraisal will not necessarily receive a salary increase.

## **Time Records**

All non-exempt employees must keep accurate time records by completing timesheets or punching a time clock when entering or leaving the building, including coming and going during lunch periods. Tampering with, falsifying or altering time cards or punching another employee's time card will result in disciplinary action, up to and including discharge. Failing to record work time may also result in disciplinary action.

For payroll purposes, time is rounded to the nearest 15 of an hour.

## **Work Hours**

CT MM Health Clinic follows a work schedule of 40 hours per week. The normal workweek is Monday through Friday from 9am to 5pm. Your supervisor or manager may establish alternative hours.

## **Conduct Standards**

### **Company Equipment and Vehicles**

When using CT MM Health Clinic property, including computer equipment or hardware, exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Notify your supervisor if any equipment or machines appear to be damaged, defective or in need of repair. This prompt reporting could prevent the equipment's deterioration and could also help prevent injury to you or others. Should you have questions about the maintenance and care of any workplace equipment, ask your supervisor.

If you use or operate equipment improperly, carelessly, negligently or unsafely, you may be disciplined or even discharged. In addition, you may be held financially responsible for any loss to CT MM Health Clinic because of such mistreatment.

### **Company Property**

Please keep your work area neat and clean and use normal care in handling company property. Report any broken or damaged equipment to your manager at once so that proper repairs can be made.

You may not use any company property for personal purposes or remove any company property from the premises without prior written permission from Richard Pelletier.

### **Conduct Standards & Discipline**

CT MM Health Clinic expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with company personnel

and outside business contacts.

The Company reserves the right to discipline or discharge any employee for violating any company policy, practice or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that CT MM Health Clinic retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

Employees may be disciplined or terminated for poor job performance, including, but not limited to the following:

- unsatisfactory quality or quantity of work
- repeated unexcused absences or lateness
- failing to follow instructions or Company procedures, or
- failing to follow established safety regulations.

Employees may also be disciplined or terminated for misconduct, including, but not limited to the following:

- falsifying an employment application or any other company records or documents
- failing to record working time accurately or recording a co-worker's timesheet
- insubordination or other refusal to perform
- using vulgar, profane or obscene language, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination
- disorderly conduct, fighting or other acts of violence
- misusing, destroying or stealing company property or another person's property
- possessing, entering with or using weapons on company property
- possessing, selling, using or reporting to work with alcohol, controlled substances or illegal drugs present in the employee's system, on company property or on company time
- violating conflict of interest rules
- disclosing or using confidential or proprietary information without authorization
- violating the Company's computer or software use policies, and
- being convicted of a crime that indicates unfitness for a job or presents a threat to the Company or its employees in any way.

### **Dating In the Work Place**

Supervisors and employees under their supervision are strongly discouraged from forming romantic or sexual relationships. Such relationships can create the impression of impropriety in terms and conditions of employment and can interfere with productivity and the overall work environment.

If you are unsure of the appropriateness of an interaction with another employee of the Company, contact Richard Pelletier for guidance. If you are encouraged or pressured to become involved with a customer or employee in a way that makes you feel uncomfortable and is unwelcome, you should also notify Richard Pelletier immediately. No customer or employee of this company has the right to subject any employee to sexual or other unlawful harassment,

including requests for sexual favors, sexual advances, offensive touching, and any other unwanted verbal, graphic, conduct or communications of a sexual nature.

You should also be aware of, and are expected to comply with, CT MM Health Clinic's policy against sexual and other forms of illegal harassment in the workplace.

Appropriate action, which may include a transfer or reassignment, leave of absence, suspension or termination, will be taken against those who violate this policy.

### **Dress Policy**

Appropriate office attire is required. Suppliers and customers visit our office and we wish to put forth an image that will make us all proud to be CT MM Health Clinic employees. Be guided by common sense and good taste. Specific standards may be required.

Business casual dress will be permitted on Fridays and business days that fall just before a holiday.

### **Drug and Alcohol Policy**

CT MM Health Clinic strives to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect our customers' and customers' confidence in our company.

#### **Alcohol**

Employees are prohibited from using or being under the influence of alcohol while performing company business for CT MM Health Clinic, while operating a motor vehicle in the course of business or for any job-related purpose, or while on company premises or a worksite.

#### **Illegal Drugs**

CT MM Health Clinic employees are prohibited from using or being under the influence of illegal drugs while performing company business or while on a company facility or worksite. You may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while in CT MM Health Clinic facilities, while operating a motor vehicle for any job-related purpose or while on the job, or while performing company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited.

#### **Disciplinary Action**

Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described.

#### **Searches**

CT MM Health Clinic may conduct searches for illegal drugs or alcohol on company facilities or worksites without prior notice to employees. Such searches may be conducted at any time.

Employees are expected to cooperate fully.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, briefcases, as well as any CT MM Health Clinic property that is provided for employees' personal use, such as desks, lockers, and files.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

### **Drug Testing**

CT MM Health Clinic may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

## **Ethical and Legal Business Practices**

CT MM Health Clinic expects the highest standard of ethical conduct and fair dealing from each employee, officer, director, volunteer and all others associated with the Company. Our reputation is a valuable asset, and we must continually earn the trust, confidence and respect of our suppliers, our members, our customers and our community.

This policy provides general guidance on the ethical principles that we all must follow, but no guideline can anticipate all situations. You should also be guided by basic honesty and good judgment, and be sensitive to others' perceptions and interpretations.

If you have any questions about this policy, consult your supervisor or manager. Exceptions to this policy may be made only by TBD.

You are expected to promptly disclose to the management of the company anything that may violate this policy. We will not tolerate retaliation or retribution against anyone who brings violations to management's attention.

### **Complying With Laws and Regulations**

All our activities are to be conducted in compliance with the letter and spirit of all laws and regulations. You are charged with the responsibility of understanding the applicable laws, recognizing potential dangers and knowing when to seek legal advice.

### **Giving and Receiving Gifts**

You may not give or receive money or any gift to or from a supplier, government official or other organization. Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance.

You may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions.



If you do receive a gift or other benefit of more than nominal value, report it promptly to a member of management. It will be returned or donated to a suitable charity.

### **Employee Privacy and Other Confidential Information**

CT MM Health Clinic collects only personal information about employees that relates to their employment. Only people with a business-related need to know are given access to this information, and TBD must authorize any release of the information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, will be released outside the company only with employee approval.

If you have access to any confidential information, including private employee information, you are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will not be tolerated.

### **Accounting and Financial Reports**

CT MM Health Clinic's financial statements and all books and records on which they are based must accurately reflect the Company's transactions. All disbursements and receipts must be properly authorized and recorded.

You must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported and supported by receipts.

Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

### **Account and Customer Information**

Employees are prohibited from distributing account, client, and/or customer information to anyone, in any form, except the named account holder, client or customer.

### **Compliance**

Employees who fail to comply with this policy will be disciplined, which may include a demand for reimbursement of any losses or damages, termination of employment and referral for criminal prosecution. Action appropriate to the circumstances will also be taken against supervisors or others who fail to report a violation or withhold relevant information concerning a violation of this policy.

### **Grievances**

Employees are encouraged to bring concerns, problems and grievances to management's attention. You are also obligated to report any wrongdoing of which you become aware to your manager or, if the situation warrants, to any CT MM Health Clinic officer.

### **Insider Trading**

In addition to our general obligation to observe the law, one of the most important

responsibilities of all CT MM Health Clinic employees is to protect the company's reputation for ethical and honest dealing. Our reputation could be irreparably damaged if inside information is inappropriately disclosed such that it affects the stock price of our company or that of a client or any other company with whom we have a relationship. Bearing this in mind, you are forbidden from sharing or disclosing company information in any way that could be deemed insider trading or give the appearance of such conduct.

### **Progressive Discipline**

CT MM Health Clinic retains the discretion to discipline its employees. Oral and written warnings and progressive discipline up to and including discharge may be administered as appropriate under the circumstances.

Please note that CT MM Health Clinic reserves the right to terminate any employee whose conduct merits immediate dismissal without resorting to any aspect of the progressive discipline process.

### **Smoking Policy**

#### General

Smoking is prohibited inside CT MM Health Clinic facilities.

All employees, clients and other visitors are expected to comply with this policy, and employees who violate it may be disciplined.

Should you have a question, complaint or dispute about smoking in the workplace, contact TBD.

### **Workplace Solicitation**

To promote a professional and collegial workplace, prevent disruptions in business or interference with work, and avoid personal inconvenience, CT MM Health Clinic has adopted rules about soliciting for any cause and distributing literature of any kind in the workplace.

Employees may not solicit on CT MM Health Clinic property or use company facilities, such as e-mail, voicemail or bulletin boards during working time for solicitation. This policy applies to collecting funds, requesting contributions, selling merchandise, gathering employee signatures and promoting membership in clubs or organizations.

Working time means time during which employees are expected to be actively engaged in their assigned work; it does not include scheduled meal or break periods.

You may solicit another employee only if both you and the other employee are not on working time, and you may distribute literature only in nonworking areas and while not on working time to other employees who are not on working time.

Nonemployees may not make solicitations or distribute literature at any time.

CT MM Health Clinic may grant limited exemptions from these rules for charitable purposes at its discretion.

## **Zero Tolerance for Workplace Violence**

CT MM Health Clinic has a zero-tolerance policy concerning threats, intimidation and violence of any kind in the workplace either committed by or directed to our employees. Employees who engage in such conduct will be disciplined, up to and including immediate termination of employment.

Employees are not permitted to bring weapons of any kind onto company premises or to company functions. Any employee who is suspected of possessing a weapon will be subject to a search at the company's discretion. Such searches may include, but not be limited to, the employee's personal effects, desk and workspace.

If an employee feels he or she has been subjected to threats or threatening conduct by a coworker, vendor or customer, the employee should notify his or her supervisor or another member of management immediately. Employees will not be penalized for reporting such concerns.

## **Leave**

### **Family Medical Leave (FMLA)**

#### General

#### **Family and Medical Leave**

You are eligible for family and medical leave if you have worked for CT MM Health Clinic for at least 12 months and have put in at least 1,250 hours during the 12 month period before the leave is to begin.

#### **Reasons for the Leave**

You are entitled to take up to 12 workweeks of unpaid leave:

- to attend to the birth, adoption or foster care placement of your child
- to attend to the serious health condition of your child, spouse or parent, or
- to receive care for your own serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition during which you are incapable of working that involves either:

- treatment requiring inpatient care in a hospital, hospice or residential care facility, or
- continuing treatment by a health care provider for a condition that lasts more than three consecutive days, or for pregnancy or prenatal care or for a chronic health condition which continues over an extended period of time, requires periodic visits to a health care

provider and may involve occasional episodes of incapacity, such as serious asthma or diabetes.

It also includes a permanent or long-term condition such as Alzheimer's, a severe stroke and terminal cancer. In addition, leave may be used to cover absences due to multiple treatments for restorative surgery or for a condition which would likely make you incapable of working for more than three days if not treated, such as chemotherapy or radiation treatments for cancer.

### **Substituting Paid Leave**

You must substitute accrued vacation or personal leave time for family and medical leave. And if the request for leave is due to your own serious health condition, you must first exhaust all accrued sick leave time. Any accrued vacation or personal leave time will then be used. Your total FMLA leave time, which may include paid vacation and sick time, may not exceed 12 weeks. The Company has the right to designate such leaves as running concurrently with FMLA leave.

### **Types of Leave**

Leave due to the birth or placement of a child in your home for adoption or foster care must be taken in one continuous 12-week segment and must be taken within 12 months of the birth or placement of the child. You may take leave due to your own or a family member's serious health condition in:

- one continuous 12 week segment
- an intermittent schedule, such as one day off each week, or
- a reduced schedule, such as beginning two hours late, twice a week.

### **Notice of Leave**

If your need for leave is foreseeable, you must give 30 days prior notice if possible. If you do not give such notice, the leave may be delayed for up to 30 days.

If your need for leave is due to a planned medical treatment, make every attempt to schedule the treatment so as not to unduly disrupt the work of your department. If your need for leave is not foreseeable, you must request it as soon as practicable, no later than two business days after the need for leave arises.

### **Medical Certification**

If leave is requested due to your own or a family member's serious health condition, you must provide medical certification from an appropriate health care provider. The medical certification must include the date on which the condition began and its probable duration. You may be denied leave if you do not provide satisfactory certification. CT MM Health Clinic may also require a second opinion or third opinion regarding certification of a serious health condition, at our expense.

### **Outside Employment**

You may not work for outside employers while on family and medical leave with CT MM Health Clinic.

### **Returning to Work**

If your leave is due to your own medical condition, you are required to provide medical certification that you are able to resume work before returning. Both you and your health care provider must complete a Return to Work Medical Certification.

Upon returning to work, you will ordinarily be entitled to be restored to your former position or to an equivalent position with the same employment benefits and pay if possible. If you do not return to work at the end of the leave and do not notify CT MM Health Clinic of your status, you may be terminated.

### **Benefits During Leave**

Taking family and medical leave will not cause you to lose any employment benefits accrued prior to the first day of leave. The leave period will be treated as continued service for purposes of determining vesting and eligibility to participate in any retirement plan in effect. However, employees on FMLA leave normally will not accrue any other additional benefits during the leave period, unless it is paid leave under which benefits would otherwise accrue.

CT MM Health Clinic will maintain your insurance benefits while you are on leave, although you may be required to pay your portion of the premium. However, if you do not return to work after the leave, you may be asked to reimburse us for the cost of maintaining insurance coverage during the leave. This provision will not apply in cases where your inability to return is through no fault of your own -- for example, at the end of leave you remain physically unable to return due to your serious health condition.

### **Misrepresenting Reasons for Leave**

If you intentionally misrepresent the reasons for requesting family and medical leave, you may be discharged.

### Connecticut

You are eligible for family and medical leave if you have achieved permanent status at CT MM Health Clinic.

You are entitled to take up to 16 workweeks of unpaid leave within any 24-month period:

- to attend to the birth, adoption or foster care placement of your child
- to attend to the serious health condition of your child, spouse or parent, or
- to receive care for your own serious health condition.

A serious health condition is one that requires either an overnight stay in the hospital or absence from work for at least three days. Connecticut's pregnancy disability law provides job-guaranteed leave for the period that a worker is physically disabled due to pregnancy, childbirth, and related medical conditions. The law covers employers with three or more employees. Certain family owned businesses are exempt from the Connecticut pregnancy disability law.

If your need for leave is foreseeable, you must give 30 days prior notice. If you do not give such notice, the leave may be delayed for 30 days. If your need for leave is due to a planned medical treatment, make every attempt to schedule the treatment so as not to unduly disrupt the work of your department.

If your request a leave is requested due to your own or a family member's serious health condition, you must provide medical certification from an appropriate health care provider. The medical certification must include the date on which the condition began and its probable duration. You may be denied leave if you do not provide satisfactory certification.

Upon returning to work, you will be restored to your former position or to an equivalent position with the same employment benefits and pay. If you do not return to work at the end of the leave and do not notify CT MM Health Clinic of your status, you may be terminated.

## **Bereavement Leave**

Full-time employees who have worked at CT MM Health Clinic for at least 180 days are permitted up to 10 consecutive days without pay to attend the funeral of an immediate family member, which includes a spouse, child, brother, sister, parent or grandparent.

Eligible employees may be permitted 2 days without pay for the death of a relative who is not an immediate member-including an aunt, uncle, nephew, niece, brother-in-law, sister-in-law or parent-in-law.

Your supervisor must approve all bereavement time, and the Company may request verification of the facts surrounding the leave and grant or deny the leave as deemed appropriate.

Bereavement leave will not be paid if it occurs when the employee is on vacation or leave of absence, absent due to illness or injury, or not working due to a paid holiday.

## **Military Leave**

### General

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), CT MM Health Clinic prohibits discrimination against persons because of their service in the Armed Forces, the Army National Guard and the Air Force National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

### Connecticut

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), CT MM Health Clinic prohibits discrimination against persons because of their service in the Armed Forces, the Army National Guard and the Air Force National Guard when engaged in active duty

for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

Employees who are members of the National Guard or U.S. reserves can take up to 30 days of paid leave per year when called for training or duty.

## **Jury Duty**

### General

CT MM Health Clinic supports employees in fulfilling their civic responsibilities by serving jury duty when required and fully compensates them for up to of time they are required to serve.

However, you must inform your supervisor as soon as possible after receiving a jury summons so that arrangements can be made to accommodate your absence. And you will be expected to report for work during your jury service whenever the court schedule permits.

Insurance benefits will ordinarily remain in effect and unchanged for the full term of your jury duty absence.

### Connecticut

CT MM Health Clinic supports employees in fulfilling their civic responsibilities by serving jury duty when required and compensates them for the first five days or part thereof of jury service. Each juror who serves more than five days shall be paid by the state for the sixth day and each day thereafter at a rate of \$50 (fifty dollars) per day of service.

However, you must inform your supervisor of your jury summons as soon as possible so that arrangements can be made to accommodate your absence. And you will be expected to report for work during your jury service whenever the court schedule permits.

Insurance benefits will remain in effect and unchanged for the full term of your jury duty absence.

## **Time Off From Work In Connection With Court Cases**

### General

We recognize that an employee might be subpoenaed or otherwise required to serve as a witness in court cases or arbitrations. Employees called to testify will not be paid for the time they are away from work as a result of their participation in a court case or arbitration, but may use available vacation and personal days to cover their time away from work. Absence as a result of participation in a court case or arbitration will be treated the same as absence for any other reason and employees must comply with the company's policy regarding attendance. If you are

called to serve as a witness, notify your manager as soon as possible.

### Connecticut

We recognize that an employee might be subpoenaed or otherwise required to serve as a witness in court cases or arbitrations. If you must appear in such a proceeding, notify your supervisor at once.

You will not be paid for the time you are away from work participating in a court case or arbitration, but may use available vacation and personal days to cover the time.

You will not be terminated solely for being absent while appearing in response to a subpoena.

## **Time Off To Vote**

### General

Employees who are eligible to vote but do not have sufficient time outside of regular working hours to vote in a statewide election, may request time off to do so. The time off will be without pay. Such time off will be granted at your supervisor's discretion.

## **General Employment**

### **Employee Classifications**

Employees at CT MM Health Clinic are either full-time or part-time. The Company may on occasion hire temporary or seasonal employees, who will not generally be eligible for benefits.

Part-time employees work fewer than 30 hours per week. Unless specifically stated, part-time employees are not afforded any benefits other than wages; for example, they do not accrue benefits such as sick days, vacation days, and health insurance.

All other employees are full-time.

Your supervisor will verify whether you are a full-time or part-time employee, and also whether you are exempt or non-exempt. Exempt employees are not entitled to overtime under the Fair Labor Standards Act, while non-exempt employees can qualify for this pay.

### **Employee Records**

#### General

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, benefits data or



other appropriate employment-related documents.

It is the employee's responsibility to notify the Payroll Department or Human Resources of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

Misrepresentation of any fact which you have provided information for on your application, in your personnel file, or any other document is sufficient reason for dismissal. Personnel records are considered company property and are not available for review by employees.

### Connecticut

An original personnel file consists of an employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, benefits data and other appropriate employment-related documents.

It is your responsibility to notify the Payroll or Human Resources department of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

You may be dismissed for misrepresenting any fact on your application or in your personnel file.

Personnel records are considered company property. You may review your record in the TBD offices during business hours after making a reasonable request to do so. You are also free to insert written rebuttals of information with which you disagree.

### Introductory (Probationary) Period

The first 90 days of employment are an Introductory Period for both the employee and the Company. However, during and after this period, the work relationship will remain at will.

This time period allows you to determine if you have made the right career decision and for CT MM Health Clinic to determine whether your initial work performance meets our needs. Your manager will monitor your work performance, attitude and attendance during this time, and be available to answer any questions or concerns you may have about your new job.

Benefits such as time off for vacation, personal days, sick days or bereavement leave do not accrue during this period.

The Introductory Period may be extended at management's discretion.

## **Reference/Background Checks**

CT MM Health Clinic conducts reference and background checks on all new employees. Employees who have falsified information on their employment applications will be disciplined, which could include termination. Applicants who have provided false information may be eliminated from further consideration for employment.

## **Termination, Resignation and Discharge**

### General

Unless expressly proscribed by statute or contract, employment with CT MM Health Clinic is on an "at will" basis and may be terminated with or without cause or notice. Similarly, employees are free to resign their employment at any time. If at any time it is necessary for an employee to resign his or her employment with the Company, CT MM Health Clinic requests at least two weeks notice. Failure to provide notice may lead to forfeiture of accrued vacation or other benefits at the discretion of CT MM Health Clinic.

Any employee who is discharged by CT MM Health Clinic shall be paid only wages accrued to the effective date of the separation.

### Unions

CT MM Health Clinic recognizes the union as a representative for those workers who are unionized. This handbook does not change any terms or stipulations of the collective agreement negotiated by the union. It has been created in full accordance with management's agreement with the union.

## **Safety & Emergency**

### **Fire Safety**

Every employee is responsible for recognizing potential fire dangers and taking an active role in preventing fires.

Employees are required to observe all OSHA safety requirements and regulations. Flammable materials are to be stored in covered metal containers. Employees should not block any fire doors, fire exits, fire extinguishers, windows or doorways. Review the fire escape routes posted in each work area.

### **Safety**

CT MM Health Clinic is committed to maintaining a safe and healthy environment for all employees. Report all accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues immediately to your manager.

If you or another employee is injured, contact your supervisor or manager immediately. Seek help from outside emergency response agencies, if needed. Contact information is posted .

You must complete an Employee's Claim for Worker's Compensation Benefits Form if you have an injury that requires medical attention. If your inquiry does not require medical attention, you must still complete a Supervisor and Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. You can obtain the required forms from TBD.

A federal law, the Occupational Safety and Health Act, requires that we keep records of all

illnesses and accidents that occur on the job. OSHA also provides for your right to know about any health hazards which might be present on the job.

In addition, the state Workers' Compensation Act also requires that you report any illness or injury caused by the workplace, no matter how slight. If you do not report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

You can get the required reporting paperwork from TBD.

## **Security**

CT MM Health Clinic is committed to ensuring employees' security. Our premises are equipped with both security alarms that are active outside working hours and a fire alarm system. If you have a security concern or need more information about operating these systems, contact TBD.

All employees are given identification cards when they join the Company. Wear your ID at all times while on Company business, whether you are on or off Company premises. If you leave CT MM Health Clinic, you must surrender your ID and any company keys you have been issued.

## **Emergency Measures (Inclement Weather)**

We realize that bad weather or hazardous commuting conditions may occasionally make it impossible for employees to report to work on time.

However, you are expected to make a diligent effort to report to work when conditions have improved. If you determine that you are unable to report to work because of the conditions, inform your supervisor as soon as possible. Your absence will be charged to personal or vacation time.

If it becomes necessary to shut down the office due to weather or other emergency, every effort will be made to notify employees. If there is a question as to whether the office will be open, call your place of work. If there is no answer within one hour after the normal start time, assume the office is closed.

## **Corporate Communications & Technology**

### **Bulletin Boards**

Check all the bulletin boards regularly to obtain important information about company events and policies. Only CT MM Health Clinic employees should use company bulletin boards. Management must approve all postings. See TBD to obtain approval for a bulletin board posting.

### **Communication with Press or Media**

Media inquiries in relation to CT MM Health Clinic must be handled in accordance with the following guidelines:

Inquiries regarding a specific transaction should be referred to the individual or individuals in charge of the matter; if they are not available, then to Richard Pelletier or to TBD.

All other inquiries should be referred to TBD, who will respond directly or designate another spokesperson and who will also help draft or direct an appropriate response if necessary.

This policy covers all forms of responses to the media, including off-the-record and anonymous statements.

## **Software Policy**

CT MM Health Clinic regulates employees' use of its computer software.

You may not duplicate any licensed software or related documentation for use, either on Company premises or elsewhere, unless expressly authorized to do so by written agreement with the licensor. And you may not provide licensed software to anyone outside the Company. Employees should be aware that the illegal duplication of software may result in the filing of criminal copyright charges by the owners of the copyrights and can subject both the employee and the company to liability.

All software that CT MM Health Clinic acquires must be purchased by . Upon delivery, all software must be registered properly by and installed by . You may not load personal software on CT MM Health Clinic computers.

## **Use of Company Communication Systems**

Because CT MM Health Clinic reserves the right to access any personal communication without prior notice, employees should not use company systems to transmit any messages or to access any information that they would not want a third party to hear or see. Although incidental and occasional personal use of the company's systems is permitted, any such personal use will be treated the same as all other communications under this policy. However, employees are at all times prohibited from accessing or downloading information from the Internet for personal use.

## **Telephone Usage**

The telephone system (including voicemail) at CT MM Health Clinic is the property of the company and is provided for business purposes. CT MM Health Clinic may periodically monitor the usage of the telephone systems to ensure compliance with this policy. Therefore, employees should not consider their conversations on the company's telephone system to be private.

## **Personal Mail**

All mail delivered to the company is presumed to be related to company business. Mail sent to you at the company will be opened by the office and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.

## **Employee Benefits**

### **COBRA**

If you are terminated for any reason other than gross misconduct or otherwise leave CT MM Health Clinic and have been continuously covered by the Company's group insurance plan before that, you and your dependents may have the right to continue or convert coverage as set forth in the rules of the plan. You should receive written notification of your right to continue coverage within two weeks of your last day on the job. Should you have questions about this coverage, contact TBD.

## **Disability Insurance**

Employees who have completed any mandatory Introductory Period may qualify for disability insurance coverage, which will be paid for in full by CT MM Health Clinic. Please see the specific plan documents for further explanation of this benefit and its tax implications, or contact Human Resources.

## **Educational Assistance**

CT MM Health Clinic provides employees with the education required for their professional growth and advancement opportunities or to enhance their work knowledge and skills.

### **Eligibility**

Fulltime employees must be employed for a minimum of six months and must not have received written corrective warning within the past 90 days to be eligible for educational assistance. Employees who have received a verbal warning may also be prohibited from applying.

### **Benefits**

The education you seek must satisfy specific requirements according to IRS regulations.

The course must:

- maintain or improve skills required by your present position at CT MM Health Clinic or be expressly required as a condition to retaining your present position, and
- not permit you to satisfy the minimum education requirements of your present position, or specifically qualify you for a new salary, status or job.

Up to \$ per year and up to a maximum of \$ will be available for tuition reimbursement during your employment here.

You will be reimbursed for tuition, registration fees, books, supplies and other course materials upon completing the course at an accredited school or college as long as you attain at least a C grade or equivalent for undergraduate coursework, and at least a B grade or equivalent for graduate coursework.

### **Requesting Reimbursement**

Complete the Educational Assistance Request Form, attach a course description, obtain approval from your manager and submit the form to TBD for approval at least two weeks before the course begins. Once this process is complete, your manager will advise you whether your request has been approved.

After completing an approved course, you must submit a receipt indicating proof of payment and a grade report along with a memorandum to TBD, which will process the payment request.

Tuition Reimbursement Request Forms are available from TBD. This reimbursement policy will be changed in accordance with IRS regulations as appropriate.

### **Employee Assistance Program (EAP)**

CT MM Health Clinic has an Employee Assistance Program ("EAP"). You may seek help anonymously for such matters as alcohol or other chemical dependency, family and marital problems, personal and work-related stress situations and anxiety disorders. Contact TBD for additional information.

### **Employee Benefits**

CT MM Health Clinic employees are entitled to a wide range of benefits. A number of the benefit programs -- such as Social Security, workers' compensation, state disability and unemployment insurance -- cover all employees as required by law.

Eligibility for most other benefits depends upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. You can find the details of many of these programs in separate written summaries. For more information, contact TBD.

Some benefit programs require contributions from employees, but many are fully paid by CT MM Health Clinic. We reserve the right to add, amend, modify or terminate any employee benefit plans or programs.

### **Life Insurance**

You will receive documents under a separate cover that explain the life insurance program that CT MM Health Clinic provides. This coverage becomes effective after you have successfully completed any mandatory Introductory Period and is provided at no expense to you.

In general, the amount of coverage equals for hourly employees and for salaried employees.

If a covered employee dies, the insured amount will be paid to his or her named beneficiary. You are responsible for naming your beneficiary and may change that selection by submitting a written request to TBD.

### **Medical Insurance**

CT MM Health Clinic offers and bears a substantial cost of this plan for the employee. Refer to the printed information from the insurance provider for details of eligibility and coverage or contact the Human Resources Department.

### **Reimbursement for Parking and Taxis**

CT MM Health Clinic will reimburse employees for parking and taxi fare spent while working during the weekends.

### **Retirement Saving Plan**

CT MM Health Clinic provides a 401(k) retirement savings plan for fulltime employees who have completed any mandatory Introductory Period and otherwise qualify to participate. The plan includes a provision for employee tax deferred compensation contributions.

The plan trustee is . You can request a full copy of the plan summary description from TBD.

### **Travel & Expenses**

Employees will be reimbursed for all reasonable and necessary expenses they incur while traveling on CT MM Health Clinic business. Use your discretion, but try to keep costs low.

When it's necessary to travel for CT MM Health Clinic business, please contact . This agency will be responsible for making all your travel arrangements.

You must record all travel and business activities on the Company's Expense Report Form and submit it to . If business travel requires you to be out of the office for an extended period, your report must cover no less than one week and no more than one month of expenses.

All Expense Report Forms should be submitted to no later than five business days after the last day of the month.

### **Worker's Compensation**

CT MM Health Clinic provides insurance to compensate for any illness or injury an employee might suffer while working on company premises, traveling on official company business, or attending an activity officially sponsored by the Company. If you become ill or injured, please get medical attention at once.

You must also report the details to your supervisor immediately. And you must complete a report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which you may be entitled.

### **Vacation & Holidays**

#### **Holidays**

CT MM Health Clinic observes the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving and the day after  
Christmas and the day before

You will be paid for these holidays if you:

- are a full-time employee who has worked at least 180 days at the Company, and
- have worked the full day before and the full day after the holiday, unless time off has been approved in advance as vacation or personal days.

Holidays that fall on a weekend will be observed either on a Friday or Monday. To avoid confusion, all holidays will be announced in advance.

Due to business needs, some employees may be required to work on company holidays. Your supervisor or manager will notify you if this may apply to you.

### **Personal Days**

CT MM Health Clinic provides full-time employees who have completed any mandatory Introductory Period up to 5 paid personal days a year, which can be used for any reason.

You must use personal days by December 31 of each year, as unused personal days may not be carried over to the next calendar year. Employees will not be paid for accrued unused personal days on termination.

### **Sick Days**

Full-time employees who have completed any mandatory Introductory Period are eligible to earn sick day credits not to exceed 5 paid sick days for the employment year.

You must use sick days by December 31, as they may not be carried over to the next calendar year-and you may not take the time as vacation.

To be eligible for a sick day, you must call in each day to your supervisor no later than 15 minutes after your usual start time for work. If you do not call in, the absence will be considered unexcused and you will not be paid for it.

All full-time exempt employees are eligible to receive sick days at their supervisor's discretion.

CT MM Health Clinic reserves the right to request a doctor's certificate for any sick days requested. If such a certificate is requested and you cannot produce it, the absence may be considered unexcused, and you will not be paid for it.

### **Vacation**

Only active, full-time employees are eligible for paid vacation, and all vacation must be earned before being taken. You may not substitute pay for unused vacation unless you have your supervisor's written approval. Should a Company holiday occur during your vacation, you may



add an additional day, either at the beginning or end of the vacation period, with your supervisor's approval.

CT MM Health Clinic reserves the right not to approve a vacation request if it will interfere with Company operations or adversely affect coverage of job and staff requirements. Whenever possible, employees' requests for vacation will be accommodated, but where scheduling conflicts arise, seniority will prevail.

## **Acknowledgement of receipt and understanding**

I acknowledge that I have received the CT MM Health Clinic Employee Handbook and that I have read and understand the policies.

I understand that this Handbook represents only current policies and benefits, and that it does not create a contract of employment. CT MM Health Clinic retains the right to change these policies and benefits, as it deems advisable.

Unless expressly proscribed by statute or contract, my employment is "at will." I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has the same right. I further understand that my status as an "at will" employee may not be changed except in writing and signed by the President of the Company.

I understand that the information I come into contact with during my employment is proprietary to the Company and accordingly, I agree to keep it confidential, which means I will not use it other than in the performance of my duties or disclose it to any person or entity outside the Company. I understand that I must comply with all of the provisions of the Handbook to have access to and use Company resources. I also understand that if I do not comply with all provisions of the Handbook, my access to Company resources may be revoked, and I may be subject to disciplinary action up to and including discharge.

I further understand that I am obligated to familiarize myself with the Company's safety, health, and emergency procedures as outlined in this Handbook or in other documents.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Please Print Your Name \_\_\_\_\_

## F. Bonus Points

CT MM Health Clinic, LLC is hereby providing the following information:

2. **Compassionate Need Plan:** Describe any compassionate need program you intend to offer. Include in your response:

- The protocols for determining which patients will qualify for the program;
- The discounts available to patients eligible for the compassionate need program;
- The names of any other organizations, if any, with which you intend to partner or coordinate in connection with the compassionate need program, including any producer applicant; and
- Any other information you think may be helpful to the Department in evaluating your compassionate need program.

- a. As a part of our commitment to providing compassionate care and improving the quality of life for those in need, CT MM Health Clinic, LLC will offer a Compassionate Need Program for patients who qualify as low-income patients.
- i. Protocols for determining which patients will qualify for the programs will be as described in our programs handbook, attached herewith;
  - ii. The discounts available to patients eligible for the compassionate need program will be as described in our programs handbook, attached herewith;
  - iii. At this time, CT MM Health Clinic, LLC does not have any partners for our compassionate need programs. However, our plan to provide compassionate care includes the formation and funding of a not-for-profit organization which will administer the program, and seek contributions from other entities, organizations, primary caregivers, patients who wish to help others in need, producers, etc. Our company will administer the program directly during the time that it will take to form the organization and obtain not-for-profit status. At a minimum, we will fund the program with two percent of our previous quarter's gross margin as determined in accordance with GAAP.
  - iv. We believe that any organization serving patients should provide assistance to those in need. Once the non-for-profit organization is fully established, the plan is to not only offer the program's discounts and services to CT MM Health Clinic, LLC's patients, but offer those discounts and services to patients state-wide, by providing compensation for the medical marijuana to those dispensaries servicing those patients.

**CT MM Health Clinic, LLC**

**Compassionate Need Program  
Handbook**

## **Introduction**

As a part of our commitment to providing compassionate care and improving the quality of life for those in need, CT MM Health Clinic, LLC is pleased to offer a Compassionate Need Program for patients who qualify as low-income patients. Subject to available funding, the program offers subsidies to those in need and will provide up to a 75% subsidy of the cost of qualifying patient's medical marijuana prescription costs.

## **Applying for the Subsidy**

Patients with limited income and financial resources who wish to be considered for the program must apply.

Generally the income of the applicant and that of his/her spouse who resides with the applicant will be counted. Once counted, income will be compared to the federal poverty level standard applicable to the size of the applicant's family to determine eligibility. Family size includes the applicant, the spouse residing with the applicant, if any, and the number of individuals who are related to the applicant or spouse, who are living in the applicant's household, and who depend on the applicant or spouse for at least one half of their financial support.

Resources (assets) are considered in determining eligibility for a subsidy. Resources that will be considered in determining eligibility generally include liquid resources that can be readily converted to cash within 20 days (e.g., checking and savings accounts). Also countable is real property that is not the applicant's primary residence and not attached to the primary residence.

## **How to Apply**

Simply complete the simple worksheet enclosed and provide copies of the required documentation on the worksheet. Our dispensary technician and patient coordinator will review the information with you.

## **Family Size**

For the purpose of establishing the applicable income standard only, the following persons will be counted in the family size:

- The applicant;
- The applicant's spouse, if living with the applicant; and
- Any persons who are related by blood, marriage, or adoption, who are living with the applicant and spouse and who are dependent on the applicant or spouse for at least one half of their financial support.

## **Financial Requirements**

### **Evaluating Resources:**

Resources of the applicant and their spouse if living with them, but not resources of dependent family members, will be considered.

Count liquid resources which are:

- Cash;
- Real property not contiguous with home ;
- Other resources which can be converted to cash within 20 days, including, but not limited to:
  - Stocks;
  - Bonds;
  - Mutual fund shares;
  - Promissory notes;
  - Mortgages;
  - Whole life insurance policies;
  - Financial institution accounts, including:
    - Savings;
    - Checking; and
    - Time deposits, also known as certificates of deposit;
    - Individual Retirement Accounts (IRAs);
    - 401 (K) accounts;
    - And similar items.

### **Subsidy Standards (2013)**

The maximum subsidy resource standards are \$12,500 for one person and \$25,010 for a couple, and income below 150% of the Federal Poverty Level. Patients who exceed these guidelines will not qualify for subsidy assistance at this time.

Resources at or below \$6,250 for an individual and \$12,505 for a couple and income below 125% of the Federal Poverty Level will entitle the applicants to a 75% medical marijuana prescription cost subsidy.

Resources at or below \$12,500 for an individual and \$25,010 for a couple and income below 150% of the Federal Poverty Level will entitle the applicants to a 25% medical marijuana prescription cost subsidy.

### **Resource Exclusions**

The following resources are not to be considered for purposes of determining LIS eligibility:

- The applicant's home. For the purposes of this exclusion, a home is any property

in which the applicant and their spouse have an ownership interest and which serves as his or her principal place of residence. There is no restriction on acreage of home property. This property includes the shelter in which an individual resides, the land on which the shelter is located, and any outbuildings;

- Non-liquid resources, other than real property. These include, but are not limited to:
  - Household goods and personal effects;
  - Automobiles, trucks, tractors and other vehicles;
  - Machinery and livestock;
  - Noncash business property;
- Property of a trade or business which is essential to the applicant/spouse's means of self-support;
- Nonbusiness property which is essential to the applicant/spouse's means of self-support;

## **Determining Countable Resources**

### **Equity Value**

Resources, other than cash, are evaluated according to the applicant/spouse's equity in the resources. The equity value of an item is defined as the price for which that item, minus any encumbrances, can reasonably be expected to sell on the open market in the particular geographic area involved. Encumbrances include liens, mortgages, and other obligations against the value of the resource. Count the equity value of real property that is not contiguous with home property.

### **Relationship of Income to Resources**

Cash received by the applicant or his/her spouse during a month is evaluated under the rules for counting income during the month of receipt. If he or she retains the cash until the first moment of the following month, the cash is countable as a resource unless it is otherwise excludable.

### **Funds Held in Financial Institution Accounts**

#### **Owner of the Account**

Funds held in a financial institution account (including savings, checking, and time deposits also known as certificates of deposit) are considered the applicant/spouse's resources if he or she owns the account and can use the funds for his or her support and maintenance.

#### **Individually-held Account**

If the applicant/spouse is designated as the sole owner by the account title and can withdraw and use funds from that account for his or her support and maintenance, all of the account's funds are the applicant/spouse's resource regardless of the source. For as long as these conditions are met, the State will presume that the applicant/spouse owns 100 percent of the funds in the account. This presumption is not rebuttable.

### **Jointly-held Account**

If the applicant/spouse is the only subsidy claimant or subsidy recipient who is an account holder on a jointly held account, the State will presume that all of the funds in the account belong to the applicant/spouse. If more than one subsidy claimant or subsidy recipient are account holders, the State will presume that the funds in the account belong to those individuals in equal shares. If the applicant/spouse disagrees with the ownership presumption described in this paragraph, he or she may rebut the presumption. Rebuttal is a procedure which permits an individual to furnish evidence and establish that some or all of the funds in the jointly-held account do not belong to him or her.

### **Evaluating Income**

#### **Income**

Income is anything the applicant/spouse receives in cash or in-kind that can be used to meet his/her needs for food or shelter. The gross income of the applicant and his/her spouse if living with him or her, but not dependent family members, will be considered. However, dependent family members will be counted in the family size.

#### **Earned income**

Earned income consists of the following types of payments:

- Wages;
- Net earnings from self-employment;
- Payments for services performed in a sheltered workshop or work activities center; and
- Royalties earned by an individual in connection with any publication of his/her work and any honoraria received for services rendered.

#### **Wages**

Wages is counted at the earliest of the following points:

- When received;
- When credited to the person employed; or
- When set aside for the employee's use.

Net earnings from self-employment are counted on a taxable year basis. Net losses, if any, are deducted from other earned income, but not from unearned income.



Payments for services performed in a sheltered workshop or work activities center are counted when received or set aside for the employee's use.

### **Unearned income**

Unearned income is all income that is not earned income. Unearned income is counted at the earliest of the following points:

- when received;
- when credited to the recipient; or
- when set aside for the recipient's use.

Unearned income includes, but is not limited to:

- Social Security;
- Railroad Retirement;
- Pensions;
- Annuities;
- Alimony and support payments;
- Rents;
- Workmen's Compensation;
- Royalties not counted as earned income.

### **Periods of Eligibility**

Eligibility shall be determined semi-annually every six months.

## **CT MM Health Clinic, LLC Low Income Subsidy Worksheet**

### **What You Need to Complete the Application for Help with our Medical Marijuana Prescription Subsidy Program**

To determine if you could be eligible for this help, we will need to know your income and the value your savings, investments and real estate (other than your home). You may qualify for subsidy if you have:

- Limited income (below 150% of the Federal poverty guideline, \$17,235 for an individual or \$23,265 for a married couple living together, as of July 1, 2013). Even if your annual income is higher, you still may be able to qualify for subsidy assistance if you have other family members who live with you and depend on your income to provide more than 50% of their support.
  
- Limited resources (below \$12,500 for an individual or \$25,010 for a married couple living together).

Identify the things you own by yourself, with your spouse or with someone else, but **do not** include your home, vehicles, life insurance policies, burial plots or personal possessions. Review all your income.

Gather your records in advance to save time.

- Statements that show your account balances at banks, credit unions or other financial institutions;
- Investment statements; Stock certificates;
- Tax returns;
- Pension award letters; and  
Payroll slips.

<u>Resources - Enter current values</u>				<u>Income - enter annual amounts</u>			
Bank accounts				Wages			
Stocks, bonds, savings bonds, mutual funds, other investments				Alimony			
Cash at home or anywhere else				Net rental income			
Real estate other than your home				Self-employment net earnings			
				Workers compensation			
Total resources		\$		Retirement pensions or annuities			
				Other income			
				Total income		\$	
Patient Name:							
Patient ID:							
Signature				Date			

## F. Bonus Points

CT MM Health Clinic, LLC is hereby providing the following information:

4. Community Benefits Plan: Provide the Department with a detailed description of any plans you have to give back to the community either at a state or local level if awarded a dispensary facility license.
  - a. CT MM Health Clinic, LLC will establish, form, and fund a not-for-profit organization which will administer both the Compassionate Need Program detailed in F – 2 detailed previously in this application, as well as our Community Benefits Plan as described herein. The not-for-profit organization shall seek contributions from other entities, organizations, primary caregivers, patients who wish to help others in need, producers, etc. Our company will administer the programs directly during the time that it will take to form the organization and obtain not-for-profit status. At a minimum, we will fund the program with two percent of our previous quarter’s gross margin as determined in accordance with GAAP for the Community Benefits Plan portion.
    - i. Currently, the following programs will be provided. Additional programs may be added in the future as additional community needs arise:
      - (a) College Scholarships awarded to town high school seniors who achieve the highest academic standings and show their desire to improve the community;
      - (b) Joining Connecticut Childrens’ Corporate Partnership Program, funding substance abuse prevention programs;
      - (c) Contributing to and partnering with local Newington and Connecticut charities that work to improve residents way of life, including assistance with food, housing, utilities, job training, substance abuse prevention, family planning, parenting, child day care for working parents, etc.
  - b. Employees will be provided an additional three days of paid time off when used to volunteer for community and charitable fund raising, activities, etc.

## **F. Bonus Points**

CT MM Health Clinic, LLC is hereby providing the following information:

5. Substance Abuse Prevention Plan: Provide a detailed description of any plans you will undertake, if awarded a dispensary facility license, to combat substance abuse in Connecticut, including the extent to which you will partner, or otherwise work, with existing substance abuse programs.
  - a. CT MM Health Clinic, LLC will establish, form, and fund a not-for-profit organization which will the Compassionate Need Program detailed in F – 2 detailed previously in this application, the Community Benefits Plan detailed in F – 4 as described previously, and our substance abuse prevention plan described herein. The not-for-profit organization shall seek contributions from other entities, organizations, primary caregivers, patients who wish to help others in need, producers, etc. Our company will administer the programs directly during the time that it will take to form the organization and obtain not-for-profit status. At a minimum, we will fund the program with two percent of our previous quarter's gross margin as determined in accordance with GAAP for the Substance Abuse Prevention Plan portion.
    - i. Allocated funds, as noted above, shall be contributed directly on a quarterly basis to CASAC, Capital Area Substance Abuse Council, for their use in providing the community with substance abuse programs.