

**RESPONSE OF MIDDLESEX DISPENSARY, LLC
TO THE CONNECTICUT DEPARTMENT OF
CONSUMER PROTECTION – MEDICAL
MARIJUANA DISPENSARY FACILITY LICENSE
REQUEST FOR APPLICATION**

DATED: NOVEMBER 15, 2013

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A. BUSINESS INFORMATION OF APPLICANT

1. Complete the Dispensary Facility Information Form, attached as Appendix A.

- See attached Appendix A, Appendix B (Kathy M. Kalista)
- See attached Appendix B (Thomas J. Morrison)
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- See attached Appendix D (Kathy M. Kalista)
- See attached Letters of Reference



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Appendix A Dispensary Facility License Information Form

Section A: Business Information						
1. Applicant business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other: _____
2. Legal Name of Applicant: <u>Middlesex Dispensary, LLC</u>						
3. Trade Name of Applicant: <u>Middlesex Dispensary</u>						
4. Applicant's Business Address: <u>909 Newfield Street</u>						
5. City: <u>Middletown</u>				6. State: <u>CT</u>	7. Zip Code: <u>06457</u>	
8. Daytime Telephone Number: <u>860-917-6722</u>			9. E-mail Address: <u>6kalistas@sbcglobal.net</u>			
10. Applicant's Mailing Address (if different than business address): <u>PO Box 458</u>					11. City: <u>Moodus</u>	
12. State: <u>CT</u>	13. Zip Code: <u>06469</u>	14. Daytime Telephone Number: <u>860-917-6722</u>		15. Fax Number: <u>860-873-1521</u>		

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: <u>Kathy M. Kalista</u>	17. Primary Contact Title: <u>Dispensary Facility Manager</u>
18. Primary Contact E-mail Address: <u>6kalistas@sbcglobal.net</u>	19. Primary Contact Telephone Number: <u>860-917-6722</u>
20. OPTIONAL - Name of Alternate Contact:	21. Alternate Contact Title:
22. Alternate Contact E-mail Address:	23. Alternate Contact Telephone Number:

Section C: Formation/Incorporation Information	
24. Date of Formation/Incorporation: <u>09-27-2013</u>	25. Place of Formation/Incorporation: <u>Hartford, CT</u>
26. Registered with the Connecticut Secretary of State: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	27. Sale and Use Tax Permit Number: <u>60299898-001</u> 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: <u>909 Newfield Street</u>		29. City: <u>Middletown</u>	
30. State: CT	31. Zip Code: <u>06457</u>	32. Telephone Number: <u>860-917-6722</u>	33. Fax Number: <u>860-813-1521</u>
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.		35. Name of Property Owner: <u>Lewis Rand Maureen C Labbadia</u>	

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	<u>9 AM</u> to <u>7 PM</u>	Friday	<u>9 AM</u> to <u>3 PM</u>
Tuesday	<u>9 AM</u> to <u>5 PM</u>	Saturday	<u>9 AM</u> to <u>3 PM</u>
Wednesday	<u>9 AM</u> to <u>5 PM</u>	Sunday	<u>CLOSED</u> to <u>—</u>
Thursday	<u>9 AM</u> to <u>5 PM</u>		

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	<u>9 AM</u> to <u>7 PM</u>	Friday	<u>9 AM</u> to <u>3 PM</u>
Tuesday	<u>9 AM</u> to <u>5 PM</u>	Saturday	<u>9 AM</u> to <u>3 PM</u>
Wednesday	<u>9 AM</u> to <u>5 PM</u>	Sunday	<u>CLOSED</u> to <u>—</u>
Thursday	<u>9 AM</u> to <u>5 PM</u>		



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Section H: Other Business Names & Addresses

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

43. Name:	44. Time Period:

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

45. Address:	46. Time Period:

Section I: Dispensary Facility Backers

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


Create additional copies of this page if necessary.

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

47. Name:	48. Percentage of ownership
Kathy M. Kalista	80%
Thomas J. Morrison	20%

Appendix A, Section C, Question 27

Copy of Sales and Use Tax Permit Number for Middlesex Dispensary LLC: 60299898-001

 **STATE OF CONNECTICUT**
DEPARTMENT OF REVENUE SERVICES
TWENTY-FIVE SIGOURNEY STREET, SUITE 2 HARTFORD, CONNECTICUT 06106-5032

Corr ID: 1300018518868
Date: 10/25/2013

Dear Taxpayer:

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




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

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

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

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

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

Department of Revenue Services State of Connecticut 25 Sigourney St Ste 2 Hartford CT 06106-5032 R603 (Rev. 07/09)		Sales and Use Tax Permit		
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.		Use only at this location:		Lic Nbr: 1052754
		MIDDLESEX DISPENSARY LLC MIDDLESEX DISPENSARY 909 NEWFIELD ST MIDDLETOWN CT 06457-1817		
Date Issued	Expiration Date	Business Start Date	Connecticut Tax Registration Number	
10/24/2013	03/31/2019	04/01/2014	60299898-001	
 MIDDLESEX DISPENSARY LLC MIDDLESEX DISPENSARY PO BOX 458 MOODUS CT 06469-0458		 Kevin B. Sullivan Commissioner of Revenue Services		
This license may not be transferred or assigned.				



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Appendix B

Dispensary Facility Backer Information Form

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

Section A: Backer Information

1. Backer business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input checked="" type="checkbox"/> Other: <u>individual</u>
2. Legal Name of Backer: <u>Kathy M. Kalista</u>						
3. Trade Name of Backer (if applicable): <u>n/a</u>						
4. Street Address (including Apartment or Suite #): <u>35 Falls Bashan Road, PO Box 458</u>						
5. City: <u>Moodus</u>			6. State: <u>CT</u>		7. Zip Code: <u>06469</u>	
8. Daytime Telephone Number: <u>860-873-1521</u>		9. Fax Number: <u>860-873-1521</u>			10. E-mail Address: <u>6kalistas@comcast.net</u>	

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
<u>Kathy M. Kalista</u>	<u>80%</u>
<u>Thomas J. Morrison</u>	<u>20%</u>



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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): 07/1999 Expiration Date (month/year):	15. Type: Pharmacist	16. Number: 0009197
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature:



KathymKalista

27. Date Signed:

10-26-13

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

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

28. Signature:



KathymKalista

29. Date Signed:

10-26-13



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Appendix B

Dispensary Facility Backer Information Form

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

Section A: Backer Information

1. Backer business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input checked="" type="checkbox"/> Other: <u>individual</u>
2. Legal Name of Backer: <u>Thomas J. Morrison</u>						
3. Trade Name of Backer (if applicable): <u>n/a</u>						
4. Street Address (including Apartment or Suite #): <u>49 Fieldstone Drive</u>						
5. City: <u>East Haddam</u>			6. State: <u>CT</u>	7. Zip Code: <u>06423</u>		
8. Daytime Telephone Number: <u>860-873-8261</u>		9. Fax Number: <u>—</u>		10. E-mail Address: <u>TTJMORRISON@AOL.COM</u>		

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
<u>THOMAS J. MORRISON</u>	<u>20%</u>
<u>KATHY M. KALISTA</u>	<u>80%</u>



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Section C: Licenses, Permits and Registrations

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

13. State CT	14. Issue Date (month/year): 2/86 Expiration Date (month/year): 2/99	15. Type: Package Store	16. Number: LIP-12136
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature:



Thomas J. Moran

27. Date Signed:

10/13/13

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

I fully understand that if I knowingly make a statement that is un true and wh ich is in tended to m islead 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:



Thomas J. Moran

29. Date Signed:

10/13/13



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Appendix C

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

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

Section A: Personal Information

1. Name (First, Middle, Last): Kathy M. Kalista			
2. Street Address (including Apartment or Suite #): 35 Falls Bashan Road, PO Box 458			
3. City: Moodus		4. State: CT	5. Zip Code: 06469
6. Title: Dispensary Facility Manager		7. Telephone Number: 860-873-1521	8. E-mail Address: k.kalistas@comcast.net
[REDACTED]		11. Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	

Section B: Employment Information

12. Current or Most Recent Employer: 13. Walgreens Pharmacy		Date of Employment: Start Date: 10-01-2006 End Date: present	
14. Employer Address (including Apartment or Suite #): 180 Main Street			
15. City: Deep River		16. State: CT	17. Zip Code: 06417
18. Telephone Number: 860-526-8052	19. Fax Number: 860-526-8943	20. E-mail Address: mgr.102612store.walgreens.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.



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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): 07/1999 Expiration Date (month/year): 01/2014	31. Type: Pharmacist	32. Number: 0009197
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:



KathyMKalista

43. Date Signed:

10-26-2013



Medical Marijuana Program

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



KathyMKalista

45. Date Signed:

10-26-13

Appendix C, Section C, Question 23 – Kathy M. Kalista

Kathy M. Kalista, R.Ph. has been associated with the following pharmacies.

Walgreens Pharmacy - 180 Main Street, Deep River, CT 06417

Staff Pharmacist: July 2008 to present

Responsibilities include management of support staff in delivering 1800 prescriptions weekly in an efficient, secure and clean environment with tasks including receiving, processing, compounding and dispensing prescription medication orders that arrive via fax, telephone, voice mail, electronic transmission or patient presentation. The Pharmacist closely monitors staff members to not only assure the proper performance of their duties but also to prevent the possible diversion of any drug products. Physician consultation and patient counseling regarding medication dosage and its proper use, potential interactions, side effects and efficacy are daily occurrences. Blood Pressure Monitoring and Immunization Services are also provided, as Kathy M. Kalista, R.Ph. is a certified provider of each. Assurance of adherence to State of Connecticut laws and regulations is ongoing. It is the responsibility of the Pharmacist that complete, accurate prescription record keeping and reporting requirements are understood and enforced. Issues with third party payers are frequently resolved on the patient's behalf and personal medication management services are offered and coordinated with client insurance plans as well to optimize therapeutic outcomes. The Pharmacist is also responsible for daily order and receipt of multiple Controlled Substances, and must immediately record delivery and safely store product. Inventory management and quality assurance are daily tasks. Prescription files are serially numbered and securely stored as set forth in regulations.

To my knowledge, the pharmacy has had no alleged violations of the laws and regulations of the State of Connecticut during this time.

Walgreens Pharmacy – 633 Washington Street, Middletown, CT 06457

Staff Pharmacist: October 2006 to July 2008

Responsibilities include management of support staff in delivering 1800 prescriptions weekly in an efficient, secure and clean environment with tasks including receiving, processing, compounding and dispensing prescription medication orders that arrive via fax, telephone, voice mail, electronic transmission or patient presentation. The Pharmacist closely monitors staff members to not only assure the proper performance of their duties but also to prevent the possible diversion of any drug products. Physician consultation and patient counseling regarding medication dosage and its proper use, potential interactions, side effects and efficacy are daily occurrences. Blood Pressure Monitoring and Immunization Services are also provided, as Kathy M. Kalista, R.Ph. is a certified provider of each. Assurance of adherence to State of Connecticut laws and regulations is ongoing. It is the responsibility of the Pharmacist that complete, accurate prescription record keeping and reporting requirements are understood and enforced. Issues with third party payers are frequently resolved on the patient's behalf and personal medication management services are offered and coordinated with client insurance plans as well to optimize

therapeutic outcomes. The Pharmacist is also responsible for daily order and receipt of multiple Controlled Substances, and must immediately record delivery and safely store product. Inventory management and quality assurance are daily tasks. Prescription files are serially numbered and securely stored as set forth in regulations.

To my knowledge, the pharmacy had no alleged violations of the laws and regulations of the State of Connecticut during this time.

Brooks Pharmacy - 25 East High Street, East Hampton, CT 06424

Staff Pharmacist: July 1999 through September 2006

From October 1999 through May 2003, Kathy M. Kalista, R.Ph., in the role of Adjunct Professor, served as on site preceptor for UCONN pharmacy students and interns. Additional responsibilities included management of support staff in delivering 2400 prescriptions weekly in an efficient, secure and clean environment with tasks that included receiving, processing, compounding and dispensing prescription orders that arrived via fax, telephone, voice mail, electronic transmission or patient presentation. The Pharmacist closely monitored staff members to not only assure the performance of their duties but also to prevent the possible diversion of any drug products. Physician consultation and patient counseling regarding medication dosage and its proper use, potential interactions, side effects and efficacy were daily occurrences. Assurance of adherence to State of Connecticut laws and regulations was ongoing. It was the responsibility of the Pharmacist that complete, accurate prescription record keeping and reporting requirements were followed. Issues with third party payers were frequently resolved on the patient's behalf and personal medication management services were offered and coordinated with client insurance plans as well to optimize therapeutic outcomes. The Pharmacist was also responsible for daily ordering and receipt of multiple Controlled Substances, and immediately recorded delivery and safely stored product. Prescription files were serially numbered and securely stored as set forth in regulations. Inventory management and quality assurance were daily tasks completed with due diligence.

Employment was voluntarily terminated due to more attractive offer at Walgreens Pharmacy.

To my knowledge the pharmacy had no alleged violations of the laws and regulations of the State of Connecticut during that time.

Nathan Hale Pharmacy - 40 Falls Road, Nathan Hale Plaza, Moodus, CT 06469

Pharmacy Intern: June 1996 through August 1998

Assisted Pharmacist in the processing, filling and dispensing of prescription medications for long term convalescent facility and walk in patients. Maintained integrity of the pharmacy and was in charge of daily ordering or return of medications and supplies.

Pharmacy Technician: September 1982 through June 1996

Main duty was customer service and ringing the cash register.

Employment was voluntarily terminated to allow for completion of final year of UCONN Pharmacy School B.S. externship program prior to graduation in May 1999.

To my knowledge the pharmacy had no alleged violations of the laws and regulations of the State of Connecticut during that time.

Appendix C, Section E, Question 28 – Kathy M. Kalista

Middlesex Dispensary will be managed by Kathy M. Kalista, R.Ph. who has fourteen years of experience practicing locally as a retail Pharmacist licensed in the State of Connecticut. She is very much familiar with the State's rigid expectations as well as the operations of Connecticut Drug Control in their enforcement of the regulations. Medical cannabis is a controlled substance, a pharmaceutical, and Kathy has an untainted history of upholding the laws governing the ordering, receipt, dispensing and secure storage of scheduled drugs. She diligently maintains complete, accurate inventory records and dispensing activity documentation. Kathy's BS degree in Criminal Justice provides a solid knowledge base from which she can draw a thorough understanding to interpret and implement the laws. Kathy is an active, registered user of the State's Prescription Monitoring Program and appreciates its scope and intent. Procedures for all required filings, sign postings, technician training and supervision, and quality assurance reviews are inherently encompassed in the daily role of a Pharmacist. A retail Pharmacist is very assessable as a healthcare professional and Kathy has tremendous experience counseling and caring for a diverse population. The Dispensary will closely monitor the activity of technicians. Her practice settings have been free of diversion or theft, and, if detected, mishandling would have severe consequences. Kathy's operation of a medical marijuana dispensary shall mirror her proved, exemplary work as a Pharmacist in the State of Connecticut.

Kathy recently completed continuing education courses (fifteen hours are required annually by the State to maintain a Pharmacist license) on the cannabis product and its chemistry. Additions, lessons on various state approved debilitating medical conditions – topics including epilepsy, HIV, Parkinson's Disease, Multiple Sclerosis, Glaucoma, cancer pain – have been made current and that understanding will permit Kathy to better assist patients in achieving an optimal therapeutic outcome. The staff of the Middlesex Dispensary will be required to continually update their education and training in the field of medical cannabis and documentation of such training will be readily available. Kathy's understanding of the patient, the product and the process together with her experience in Physician relations, customer care and related counseling make her well positioned to successfully manage a medical marijuana business establishment.



STATEMENT OF CREDIT

Kathy Kalista

CPE Monitor ID: 200221

Medical Marijuana: Real Medication or Just Recreation?

Accreditation Number: **0798-0000-12-099-L01-P**

Activity Type: **Knowledge**

Date Completed: **Wednesday, April 17, 2013**

This activity has been approved for 1 contact hour(s) of continuing education for Pharmacists.



PharmCon, Inc. is accredited by the Accreditation Council for Pharmacy Education as a provider of continuing pharmacy education.

Kevin McCarthy

Kevin McCarthy, RPh
Continuing Education Administrator

Signed and issued on: **4/17/2013**



This Statement of Credit will be retained online by freeCE for a minimum of five (5) years.

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STATEMENT OF CONTINUING PHARMACY EDUCATION CREDIT

ACCREDITED PROVIDER

NAME:

Postgraduate Healthcare
Education, LLC

ACPE UAN

0430-0000-12-011-H03-P

ACTIVITY TYPE

Knowledge

ACTIVITY INFORMATION

TITLE:

Controlled Substances, Prescription
Monitoring Programs & Pharmacist's
Legal Corresponding Responsibility

RELEASE DATE:

5/30/2012

EXPIRATION DATE:

5/31/2014

PARTICIPANT INFORMATION

NAME:

Kathy Kalista

ADDRESS:

35 Falls Bashan Rd

CITY, STATE, ZIP:

Moodus, Connecticut 06469

CREDIT INFORMATION

CREDITS EARNED:

2.00

QUESTIONS MISSED:

STATEMENT ISSUED ON: 1/11/2013

AUTHORIZED
SIGNATURE



Susanne Batesko, RN, BSN



STATEMENT OF CREDIT

Kathy Kalista

CPE Monitor ID: 200221

Understanding and Managing Epilepsy

Accreditation Number: **0798-0000-12-097-L01-P**

Activity Type: **Knowledge**

Date Completed: **Thursday, September 12, 2013**

This activity has been approved for 1 contact hour(s) of continuing education for Pharmacists.



PharmCon, Inc. is accredited by the Accreditation Council for Pharmacy Education as a provider of continuing pharmacy education.

Kevin McCarthy, RPh
Continuing Education Administrator

Signed and issued on: **9/12/2013**



This Statement of Credit will be retained online by freeCE for a minimum of five (5) years.



STATEMENT OF CREDIT

Kathy Kalista

CPE Monitor ID: 200221

Optimizing Parkinson's Medication

Accreditation Number: **0798-0000-12-078-L01-P**

Activity Type: **Knowledge**

Date Completed: **Wednesday, May 15, 2013**

This activity has been approved for 1.25 contact hour(s) of continuing education for Pharmacists.



PharmCon, Inc. is accredited by the Accreditation Council for Pharmacy Education as a provider of continuing pharmacy education.

Kevin McCarthy

Kevin McCarthy, RPh
Continuing Education Administrator

Signed and issued on: **5/15/2013**



This Statement of Credit will be retained online by freeCE for a minimum of five (5) years.



STATEMENT OF CREDIT

Kathy Kalista

CPE Monitor ID:

Opioid Analgesics for Cancer Pain

Accreditation Number: **0798-0000-13-081-L01-P**

Activity Type: **Knowledge**

Date Completed: **Monday, April 08, 2013**

This activity has been approved for 1 contact hour(s) of continuing education for Pharmacists.



PharmCon, Inc. is accredited by the Accreditation Council for Pharmacy Education as a provider of continuing pharmacy education.

Kevin McCarthy, RPh
Continuing Education Administrator

Signed and issued on: **4/8/2013**



This Statement of Credit will be retained online by freeCE for a minimum of five (5) years.

STATEMENT OF PARTICIPATION

The Postgraduate Institute for Medicine confirms that

Kathy Kalista

has participated in the educational activity titled

“Therapeutic Advances in the Management of Multiple Sclerosis”

1/31/2012 - 1/31/2013

The Postgraduate Institute for Medicine designates this continuing education

activity for 1.25 contact hour(s) (0.125 CEUs) of the

Accreditation Council for Pharmacy Education.

Universal Activity Number - 0809-999-12-004-H01-P

Activity Type: Knowledge



Postgraduate Institute
for Medicine
Professional Excellence in Medical Education



The Postgraduate Institute for Medicine is
accredited by the Accreditation Council for
Pharmacy Education as a provider of
continuing pharmacy education.

Trace Hutchison, Pharm.D.

Trace Hutchison, Pharm.D.
Director of Medical Education
Postgraduate Institute for Medicine
367 Inverness Parkway
Englewood, CO 80122
(303) 799-1930
(303) 858-8848 - Fax

Date certificate issued: 1/17/2013

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STATEMENT OF CONTINUING PHARMACY EDUCATION CREDIT

ACCREDITED PROVIDER

NAME:

**Postgraduate Healthcare
Education, LLC**

ACPE UAN

0430-0000-12-038-H01-P

ACTIVITY TYPE

Knowledge

ACTIVITY INFORMATION

TITLE:

**Ocular Surface Health in Glaucoma
Management: The Pharmacist's Role**

RELEASE DATE:

12/20/2012

EXPIRATION DATE:

12/31/2014

PARTICIPANT INFORMATION

NAME:

Kathy Kalista

ADDRESS:

35 Falls Bashan Rd

CITY, STATE, ZIP:

Moodus, Connecticut 06469

CREDIT INFORMATION

CREDITS EARNED:

2.00

QUESTIONS MISSED: **6-D, 13-B**

STATEMENT ISSUED ON: **1/6/2013**

AUTHORIZED
SIGNATURE



Susanne Batesko, RN, BSN

Schedule By Job For Store I...

6/2/2012 12:24:3

PROVIDER INFORMATION		PROGRAM INFORMATION	
Walgreen Co.		TITLE	Cultural Competence for Pharmacy
254-000-09-044-H04-P		DATE	2009-12-21
		TYPE:	Application Based

PARTICIPANT INFORMATION		CREDIT INFORMATION	
KATHY M KALISTA		CREDITS ISSUED:	.20 CEU
		OR	2.0 CONTACT HOURS

DATE 2012-06-02

AUTHORIZED SIGNATURE

Nathan Taylor
Nathan Taylor
Continuing Education Administrator

IE, ZIP
IO. CT009197

Time Off - 10261

6/1/2012 9:36:34

PROVIDER INFORMATION		PROGRAM INFORMATION	
Walgreen Co.		TITLE	Impact of HIV/AIDS on Minority Populations and the Impact of HIV/AIDS Stigma on Patient Care
254-000-09-047-H04-P		DATE	2009-11-19
		TYPE:	Knowledge Based

PARTICIPANT INFORMATION		CREDIT INFORMATION	
KATHY M KALISTA		CREDITS ISSUED:	.05 CEU
		OR	.50 CONTACT HOURS

DATE 2012-06-01

AUTHORIZED SIGNATURE

Nathan Taylor
Nathan Taylor
Continuing Education Administrator

E, ZIP
O. CT009197

Time Off - 10261

5/19/2012 4:30:3

PROVIDER INFORMATION		PROGRAM INFORMATION	
Walgreen Co.		TITLE	HIV/AIDS: A Course in the Basics, 2011
254-000-11-034-H02-P		DATE	2011-10-18
		TYPE:	Application Based

PARTICIPANT INFORMATION		CREDIT INFORMATION	
KATHY M KALISTA		CREDITS ISSUED:	.30 CEU
		OR	3.0 CONTACT HOURS

DATE 2012-05-19



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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): Thomas J. Morrison			
2. Street Address (including Apartment or Suite #): 49 Fieldstone Drive			
3. City: East Haddam		4. State: CT	5. Zip Code: 06423
6. Title: dispensary facility backer		7. Telephone Number: 860-873-8261	8. E-mail Address: TTJMorrison@AOL.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. Grist Mill Market, LLC		Date of Employment: Start Date: 5-1999 End Date: 12-2004	
14. Employer Address (including Apartment or Suite #): 25 Falls Road			
15. City: Moodus		16. State: CT	17. Zip Code: 06469
18. Telephone Number: 860-873-3663		19. Fax Number: 860-873-3057	
20. E-mail Address: _____			

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 CT	30. Issue Date (month/year): 02/1986 Expiration Date (month/year): 02/1999	31. Type: Package Store	32. Number: LIP-12136
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:



Thomas J. Mami

43. Date Signed:

12/13/13



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

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

44. Signature:



Thomas J. Morin

45. Date Signed:

10/13/15

Appendix C, Section E, Question 28 – Thomas J. Morrison

From February 1986 through February 1999 Thomas J. Morrison was owner/manager of Leesville Spirit Shop, assigned LIP# 12136, which he operated in a manner that was in full compliance with the laws and regulations of the State of Connecticut and the Liquor Commission. The establishment was a Package Store that sold alcoholic beverages to patrons 21 years or older. There was never a violation regarding unlawful sale to minors as the business was stringent in their practice to prevent alcohol from reaching the under aged population. Thomas was supportive of community functions and contributed to sponsorship of many local events. The business was located at the corner of Routes 149 and 151, Moodus, CT 06469 and is no longer in existence. Thomas earned a BS Degree from Providence College. This is a strong foundation upon which his proven entrepreneurship success is based. He will provide financial advice for Middlesex Dispensary.



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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): <i>Kathy M. Kalista</i>			
2. Home Address (including Apartment or Suite #): <i>35 Falls Bushan Road, PO Box 458</i>			3. City: <i>Moodus</i>
4. State: <i>CT</i>	5. Zip Code: <i>06469</i>	6. Telephone Number: <i>860-873-1521</i>	7. Telephone Number: <i>860-873-1521</i>
8. Social Security Number: [REDACTED]			9. Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female
10. E-mail Address: <i>6kalistas@comcast.net</i>		11. Connecticut Pharmacist License Number: <i>009197</i>	

Section B: Employment Information			
12. Current or Most Recent Employer: 13. <i>Walgreens Pharmacy</i>		Date of Employment: Start Date: <i>10-01-2006</i> End Date: <i>present</i>	
14. Employer Address (including Apartment or Suite #): <i>180 Main Street</i>			
15. City: <i>Deep River</i>		16. State: <i>CT</i>	17. Zip Code: <i>06417</i>
18. Daytime Telephone Number: <i>860-526-8052</i>	19. Fax Number: <i>860-526-8943</i>	20. E-mail Address: <i>mgr.102612store.walgreens.com</i>	

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



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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:



Kathy M Kalusta

26. Date Signed:

10-26-13

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

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

27. Signature:



Kathy M Kalusta

28. Date Signed:

10-26-13

Appendix D, Section C, Question 23 – Kathy M. Kalista

Kathy M. Kalista, R.Ph. has been associated with the following pharmacies.

Walgreens Pharmacy - 180 Main Street, Deep River, CT 06417

Staff Pharmacist: July 2008 to present

Responsibilities include management of support staff in delivering 1800 prescriptions weekly in an efficient, secure and clean environment with tasks including receiving, processing, compounding and dispensing prescription medication orders that arrive via fax, telephone, voice mail, electronic transmission or patient presentation. The Pharmacist closely monitors staff members to not only assure the proper performance of their duties but also to prevent the possible diversion of any drug products. Physician consultation and patient counseling regarding medication dosage and its proper use, potential interactions, side effects and efficacy are daily occurrences. Blood Pressure Monitoring and Immunization Services are also provided, as Kathy M. Kalista, R.Ph. is a certified provider of each. Assurance of adherence to State of Connecticut laws and regulations is ongoing. It is the responsibility of the Pharmacist that complete, accurate prescription record keeping and reporting requirements are understood and enforced. Issues with third party payers are frequently resolved on the patient's behalf and personal medication management services are offered and coordinated with client insurance plans as well to optimize therapeutic outcomes. The Pharmacist is also responsible for daily order and receipt of multiple Controlled Substances, and must immediately record delivery and safely store product. Inventory management and quality assurance are daily tasks. Prescription files are serially numbered and securely stored as set forth in regulations.

To my knowledge, the pharmacy has had no alleged violations of the laws and regulations of the State of Connecticut during this time.

Walgreens Pharmacy – 633 Washington Street, Middletown, CT 06457

Staff Pharmacist: October 2006 to July 2008

Responsibilities include management of support staff in delivering 1800 prescriptions weekly in an efficient, secure and clean environment with tasks including receiving, processing, compounding and dispensing prescription medication orders that arrive via fax, telephone, voice mail, electronic transmission or patient presentation. The Pharmacist closely monitors staff members to not only assure the proper performance of their duties but also to prevent the possible diversion of any drug products. Physician consultation and patient counseling regarding medication dosage and its proper use, potential interactions, side effects and efficacy are daily occurrences. Blood Pressure Monitoring and Immunization Services are also provided, as Kathy M. Kalista, R.Ph. is a certified provider of each. Assurance of adherence to State of Connecticut laws and regulations is ongoing. It is the responsibility of the Pharmacist that complete, accurate prescription record keeping and reporting requirements are understood and enforced. Issues with third party payers are frequently resolved on the patient's behalf and personal medication management services are offered and coordinated with client insurance plans as well to optimize

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To my knowledge, the pharmacy had no alleged violations of the laws and regulations of the State of Connecticut during this time.

Brooks Pharmacy - 25 East High Street, East Hampton, CT 06424

Staff Pharmacist: July 1999 through September 2006

From October 1999 through May 2003, Kathy M. Kalista, R.Ph., in the role of Adjunct Professor, served as on site preceptor for UCONN pharmacy students and interns. Additional responsibilities included management of support staff in delivering 2400 prescriptions weekly in an efficient, secure and clean environment with tasks that included receiving, processing, compounding and dispensing prescription orders that arrived via fax, telephone, voice mail, electronic transmission or patient presentation. The Pharmacist closely monitored staff members to not only assure the performance of their duties but also to prevent the possible diversion of any drug products. Physician consultation and patient counseling regarding medication dosage and its proper use, potential interactions, side effects and efficacy were daily occurrences. Assurance of adherence to State of Connecticut laws and regulations was ongoing. It was the responsibility of the Pharmacist that complete, accurate prescription record keeping and reporting requirements were followed. Issues with third party payers were frequently resolved on the patient's behalf and personal medication management services were offered and coordinated with client insurance plans as well to optimize therapeutic outcomes. The Pharmacist was also responsible for daily ordering and receipt of multiple Controlled Substances, and immediately recorded delivery and safely stored product. Prescription files were serially numbered and securely stored as set forth in regulations. Inventory management and quality assurance were daily tasks completed with due diligence.

Employment was voluntarily terminated due to more attractive offer at Walgreens Pharmacy.

To my knowledge the pharmacy had no alleged violations of the laws and regulations of the State of Connecticut during that time.

Nathan Hale Pharmacy - 40 Falls Road, Nathan Hale Plaza, Moodus, CT 06469

Pharmacy Intern: June 1996 through August 1998

Assisted Pharmacist in the processing, filling and dispensing of prescription medications for long term convalescent facility and walk in patients. Maintained integrity of the pharmacy and was in charge of daily ordering or return of medications and supplies.

Pharmacy Technician: September 1982 through June 1996

Main duty was customer service and ringing the cash register.

Employment was voluntarily terminated to allow for completion of final year of UCONN Pharmacy School B.S. externship program prior to graduation in May 1999.

To my knowledge the pharmacy had no alleged violations of the laws and regulations of the State of Connecticut during that time.

Letters of Reference

September 25, 2013

RE: Kathy Kalista

To Whom It May Concern:

It is with pleasure that I provide a letter of recommendation for my pharmacy colleague, Kathy Kalista. As a pharmacy manager, I have had the opportunity to be her co-worker while employed at a retail pharmacy. Kathy is an experienced Registered Pharmacist with excellent customer service, strong business sense and sales abilities. She is an intelligent and motivated individual who is extremely dedicated, detail-oriented and self-motivated. She always ensures that policies and Federal and State laws and regulations in all prescription-related issues, including HIPAA, are followed. Kathy also possesses extensive knowledge for prescription and OTC medications.

Kathy has established rapport with our patients and local prescribers. Her knowledge of pharmaceuticals and medications allows her to provide patients with in-depth information and counseling. She is highly organized and has impressive ability to handle multiple tasks simultaneously. In addition, Kathy always ensures that all control drug policies and procedures are followed.

Kathy's professionalism, attention to detail, along with her pleasant personality, allows her to be an effective professional who is able to build and maintain successful customer relations. If there is any question regarding to her reference, please feel free to contact me at any time.

Your Sincerely,



David Malitsky, Pharm.D. R.Ph., RxM

E-mail: dmalitsky@gmail.com

Tel: 860-212-1509

To: The Commissioner of Consumer Protection,

Please accept this letter of recommendation for the application of Kathy Kalista for a Medical Marijuana Dispensary in Middletown, CT.

I have known Kathy for over 20 years, both personally and also professionally in the medical field. Kathy started her career by earning her Bachelor's Degree in Criminal Justice and while raising a family and volunteering in the community, she obtained her degree as a pharmacist. As a licensed pharmacist for many years, Kathy has always demonstrated diligence and concern for patient/client health and well-being. As a pharmacist, Kathy would be able to use her skills in initiating the dispensing of medical marijuana to help many people in the community who have suffered from such illnesses as post traumatic stress syndrome, oncology patients, and even possibly reduce addiction to opiates/narcotics by providing alternative pain relief for patients. As an RN for over 30 years at Middlesex Hospital, I believe that marijuana has many medicinal benefits and, if dispensed properly, can help many people who suffer needlessly.

Kathy is a hard worker and is well respected in our community in East Haddam, and I believe she is the right person/professional pharmacist to start this endeavor and new chapter in the medical field. Please accept my letter of endorsement on her behalf.

Respectfully,

Laura Graham BSN, RN, CAPA

Laura Graham, BSN, RN, CAPA
RN, Middlesex Hospital



Town of Hebron

**TOWN OFFICE BUILDING
15 GILEAD STREET
HEBRON, CONNECTICUT 06248
TELEPHONE: (860) 228-5971
FAX: (860) 228-4859
www.hebronct.com**

ANDREW J. TIERNEY
TOWN MANAGER

October 15, 2013

JEFFREY P. WATT
CHAIRMAN
GAYLE J. MULLIGAN
VICE CHAIRMAN
MARK F. STUART
SELECTMAN
BRIAN D. O'CONNELL
SELECTMAN
DANIEL LARSON
SELECTMAN

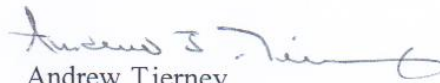
Dear Commissioner,

I have had the privilege of growing up in East Haddam, Connecticut with Thomas J. Morrison and Kathy M. Kalista and I thoroughly support their proposed Medical Marijuana Facility to be located at 909 Newfield Street in Middletown, Connecticut. They are trustworthy, conscientious and honest citizens. I have witnessed their commitment to excellence in all of their personal and business endeavors. I have experienced their dedication in relationships with family, friends, and community.

Kathy is bright, optimistic, and energetic and demonstrates a strong work ethic. In local retail pharmacies she is dedicated to providing superior, attentive customer care. I have experienced this professionalism first hand. She is caring and always willing to lend a helping hand. Thomas has extensive experience in local business management, always was fair in relations with his employees and exhibited strict compliance with state regulations for the 15 years he was owner/operator of Leesville Spirit Shop in Moodus, Connecticut. There was never a sale to minors. For many years Tom was very active in the East Haddam Lions Club and spent hours volunteering goods, time and service. He is one of the most generous, reliable people I have ever known. He also served eight years on the Board of Finance in East Haddam.

Both Thomas and Kathy are lifelong, law-abiding individuals who are well respected in the local business arena. They have unblemished track records in our community which they have served well. I have no reservation that their acceptance into the Middlesex County business community will provide patients in the surrounding towns with a compassionate, efficient and unique service. I support Middlesex Dispensary, its mission and backers. I ask that you do the same.

Sincerely,


Andrew Tierney
Hebron Town Manager



ISTRATION

To the Commissioner of Consumer Protection:

I have known Thomas Morrison for over 40 years. I know him to be a responsible, community oriented, and fiscally responsible person. I know his family including his parents and sister, Kathy M. Kalista, RPh. She has been a pharmacist for 14 years and received her pharmacy degree from Uconn. While attending Uconn, she put 4 children through elementary and high school. She believes in the medical marijuana program and customer care. I support both Thomas Morrison and Kathy Kalista and their quest to open Middlesex Dispensary located in the Middletown area. Please contact me with any questions at (860) 358-6120.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur V. McDowell, III, MD".

Arthur V. McDowell, III, MD
Vice President & CMO
Middlesex Hospital

28 Crescent Street
Middletown, Connecticut 06457-3650

tel 860 344-6000
fax 860 346-5485

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.

See attached summary of applicant's qualification, experience and industry knowledge relevant to development and operation of a dispensary facility.

“It’s here” is what I heard on the other end of the phone, early June 2012, while I was working the bench in a local retail pharmacy. In brief, the call was from one of my cancer patients letting me know that Governor Malloy had signed a bill that would enable him to legally obtain medical marijuana in Connecticut. This patient had previously repeatedly reported that cannabis was the only medicine that actually made him feel better regardless of how many prescription drugs he was given to combat his symptoms caused not only by the cancer itself but also by the adverse effects from chemotherapy and radiation treatments. This has been the impetus to my quest to obtain a State permit as I was overcome by a sense of obligation not only to the patients seeking necessary alternative treatment options but also to the Pharmacy profession in Connecticut such that its involvement in this industry, State mandated, be well represented and truly reflect and protect the well-deserved, respectable image that pharmacy currently upholds. I had vowed in The Pharmacist’s Oath, to help relieve human suffering. An intense, developing determination prompted my decision to be part of this motivational, frontier movement in Connecticut and venture to present to the Department a well thought out, reasonable, and desirable business plan to facilitate the mission of Middlesex Dispensary, LLC (“Middlesex Dispensary”).

I became licensed as a Pharmacist in Connecticut in 1999 upon graduating from UCONN and have been practicing as a retail Pharmacist in Middlesex County for over fourteen years. I am well respected in the community and have established a loyal, trusting customer base. During my years of study at the university, I was also working as a pharmacy technician and raising a family with four small children. This knowledge and experience, coupled with a previously earned B.S. degree in Criminal Justice and Law Enforcement Administration, makes me an exceptionally well qualified candidate to mindfully develop a plan for and successfully manage a

medical marijuana dispensary facility in Connecticut. The proven successful entrepreneurship of business partner Thomas J. Morrison clearly defines his capabilities and he will provide Middlesex Dispensary with sound business advice and progressive thinking. Both Thomas and I have closely followed the legislative journey in Connecticut and have a full understanding of the regulations. We have both had interactions with Middletown City officials and have attended state and local hearings to gain insight into the process.

The daily duties of a retail Pharmacist provide a template into which can be molded the similar operations of a medical marijuana dispensary. Tasks include:

- Receiving, interpreting and processing Physician orders
- Patient care and managing information according to confidentiality requirements
- Managing the Controlled Substance inventory
- Diversion, theft and loss control
- Supervision of technician activity and efficient workflow facilitation
- Quality Assurance
- Remaining current on knowledge of newly released drugs kept
- Counseling on drug use, dosing, side effects, interactions and efficacy
- Recordkeeping and filing per State regulatory mandates
- Maintaining a secure environment – retail setting is wide open and more vulnerable than the proposed medical marijuana facility due to security.

As the proposed Dispensary Manager of Middlesex Dispensary, I have years of experience in these areas as well as a familiarity with the Department's enforcement policies and the prescribing habits of many of Connecticut's physicians, all attributes to maximize aversion and fraud.

Currently it is expected that when a new drug is introduced into the marketplace it is the responsibility of the individual Pharmacist to become educated about that product and safely integrate, with good faith, its use into the practice of pharmacy. I have done and will continue to do the same for cannabis. I have studied the plant science and its physiological effects and realize the medical benefits and safety profile of cannabis frequently far exceed the detrimental effects all too often associated with the legal, over prescribed, addictive, and misused prescription drugs that are currently available in pharmacies today.

As a retail Pharmacist, the role of “gatekeeper” to prevent narcotics from reaching the streets is exemplified and fraud detection skills remain sharp in an attempt to avoid diversion of society’s preferred and potentially dangerous prescription drug products. I have concentrated my continuing education learning on topics applicable to the medical marijuana industry and the debilitating medical conditions for which the State has deemed cannabis therapy appropriate. I completed an online Start Your Own Dispensary course which was a true eye opener as the course was primarily based on the practices of less regulated dispensaries in America so, under the strict guidelines that Connecticut has promulgated; I am convinced that integration of some of those recommended tactics would not be appropriate. I further gained valuable industry knowledge from a site visit with the owner/operator of Burlington, Vermont’s Champlain Valley Dispensary who clearly has executed a well thought out plan. Most importantly though, I have listened to the patients, and unfortunately, on a daily basis in my pharmacy practice, I witness the expression of addictive, adverse effects of long term and misuse of prescription drugs.

As the Dispensary Manager, my knowledge, skills, professionalism and powerful work ethic will guide the staff and set a productive, motivational, and optimistic tone for the dispensary. The safety, serenity, and integrity of the immediate neighborhood will be revered and

protected. The efforts of the Department have not gone without appreciation and many hurdles have been overcome thus far to allow for this application to be presented. For many applicants local zoning concerns still need to be addressed, perhaps with the assistance of the State, to allow for successful and smooth introduction of the medical marijuana industry into local communities. Middlesex Dispensary is confident in the ability and willingness of the Department to help remedy local concerns and possible resistance and finally promote access to this medicine because “it’s here.”

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

See attached certified financial statement for Middlesex Dispensary, LLC from September 27, 2013 (the date of its organization) along with pro forma financial statements for Middlesex Dispensary, LLC that have been prepared for business planning purposes.

Financial projections made by Middlesex Dispensary management are assumptions based on:

1. Research data obtained from MedBox Inc., a leading consulting firm in the medical marijuana industry.
2. Experience in business start-up and management in the State of Connecticut.
3. Management experience in the retail Pharmacy industry.
4. Information obtained from business meetings with medical marijuana producer applicants.
5. Information obtained from business meetings with neighboring states current Dispensaries.
6. State of Connecticut regulations on the Palliative use of Medical Marijuana.
7. “Start your own Dispensary” – an on-line course developed by Matt Jacobsen.

The following charts reflect our forecasted projections and incorporate forward looking terminology such as the words believe, expect, anticipate, intend, plan, estimate or similar expressions. These statements are only predictions and involve known and unknown risks. Although we believe that the expectations reflected in our projections are reasonable, we cannot guarantee future results, events, levels of activity, performance or achievement.

Startup Expenses

Middlesex Dispensary
Anticipated start up 6/1/2014

Sources of Capital

Owners' Investment (name and percent ownership)

Kathy Kalista 60%	\$	-
Thomas Morrison 40%		100,000
Other investor		-
Other investor		-
Total Investment	\$	100,000

NOTES

Bank Loans

Bank 1	\$	-
Bank 2		-
Bank 3		-
Bank 4		-
Total Bank Loans	\$	-

Other Loans

Source 1	\$	-
Source 2		-
Total Other Loans	\$	-

Startup Expenses

Buildings/Real Estate

Security Deposit	\$	8,880
Construction		-
Remodeling		13,800
Architect		-
Total Buildings/Real Estate	\$	22,680

Trevor Davis Real Estate
2 months rent plus security

Estimated based Hibbard & Rosa Plans

Leasehold Improvements

Item 1	\$	-
Item 2		-
Item 3		-
Item 4		-
Total Leasehold Improvements	\$	-

Capital Equipment List

Furniture	\$	2,500
Equipment		9,000
Fixtures		800
Machinery		-
Schedule two Safe/vault		4,000
Total Capital Equipment	\$	16,300

Desk, Chairs, File cabinets, Tables
MJ Freeway Computer Hardware/software

Authority safes

Location and Admin Expenses

Rent & Related Costs	\$ 7,770
Utility deposits	3,900
Legal and accounting fees	4,700
Prepaid insurance	1,000
Security	10,600
Office Supplies	660
Application Fee	1,000
Permit Fee	5,000
Total Location and Admin Expenses	\$ 34,630

Rent - March, April & May
Anticipated Telephone, Internet, Utility start up
Updike, Kelly & Spellacy
Guilmartin, Dipiro, Sokolowski LLC
Estimated Business start up - Loyds of London
Action Services security company

Opening Inventory

Cannabis	\$ 4,200
Category 2	-
Category 3	-
Category 4	-
Category 5	-
Total Inventory	\$ 4,200

Advertising and Promotional Expenses

Advertising	\$ -
Signage	250
Printing	100
Travel/entertainment	-
Other/additional categories	150
Total Advertising/Promotional Expenses	\$ 500

Other Expenses

Other expense 1	\$ -
Other expense 2	-
Total Other Expenses	\$ -

Reserve for Contingencies

\$ 5,000

Working Capital

\$ -

Summary Statement

Sources of Capital

Owners' and other investments	\$	100,000
Bank loans		-
Other loans		-
Total Source of Funds	\$	100,000

Startup Expenses

Buildings/real estate	\$	22,680
Leasehold improvements		-
Capital equipment		16,300
Location/administration expenses		34,630
Opening inventory		4,200
Advertising/promotional expenses		500
Other expenses		-
Contingency fund		5,000
Working capital		-
Total Startup Expenses	\$	83,310

Security and Collateral for Loan Proposal

<u>Collateral for Loans</u>	<u>Value</u>	<u>Description</u>
Real estate	\$	-
Other collateral		-
Other collateral		-
Other collateral		-

Owners

KATHY KALISTA
THOMAS MORRISON

The undersigned certifies that all information contained in the Financial statements for Middlesex Dispensary, LLC is true and correct and represents the financial condition of Middlesex Dispensary, LLC as of November 1, 2013.



Kathy M Kalista
Managing member, Middlesex Dispensary LLC

Cash Flow (12 months)

Middlesex Dispensary

Fiscal Year Begins: Jan-14

	Pre-Startup EST	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Total Item
Cash on Hand (beginning of month)	100,000	79,120	64,520	52,420	33,410	25,750	16,690	14,180	12,670	14,649	15,728	16,807	22,436	79,120
CASH RECEIPTS														
Cash Sales		0	0	0	0	0	36,400	36,400	45,500	45,500	45,500	54,600	54,600	318,500
Collections fm CR accounts														
Loan/ other cash in/														
TOTAL CASH RECEIPTS	0	0	0	0	0	0	36,400	36,400	45,500	45,500	45,500	54,600	54,600	318,500
Total Cash Available (before cash out)	100,000	79,120	64,520	52,420	33,410	25,750	53,090	50,580	58,170	60,149	61,228	71,407	77,036	397,620
CASH PAID OUT														
Purchases (cannabis)	0	0	0	0	0	4,200	18,200	18,200	22,750	22,750	22,750	27,300	27,300	163,450
Purchases (computer, printer,table)	0	0	0	9,000	0	0	0	0	0	0	0	0	0	9,000
Purchases (furniture)	0	0	0	0	2,800	0	0	0	0	0	0	0	0	2,800
Purchases (vault)	0	0	0	4,000	0	0	0	0	0	0	0	0	0	4,000
Gross wages (exact withdrawal)	0	0	0	0	0	0	13,700	13,700	13,700	14,500	14,500	14,500	14,500	99,100
Payroll expenses (taxes, etc.)	0	0	0	0	0	0	1,000	1,000	1,000	1,100	1,100	1,100	1,100	7,400
Outside services (architect)	1,800	0	0	0	0	0	0	0	0	0	0	0	0	0
Supplies (office & oper.)	0	0	0	600	0	0	50	50	50	50	50	50	50	950
Repairs & maintenance	0	12,000	0	0	0	0	100	100	100	100	100	100	100	12,700
Advertising	0	0	500	20	20	20	20	20	20	20	20	20	20	700
Car, delivery & travel	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounting & legal	4,200	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Rent	8,880	0	0	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	25,900
Heat	0	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Electric	0	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Telephone	0	0	0	1,000	200	200	200	200	200	200	200	200	200	2,800
IT Maintenance	0	0	0	0	250	250	250	250	250	250	250	250	250	2,250
Insurance	0	1,000	0	0	0	0	1,000	0	0	0	0	0	0	2,000
Taxes (real estate, etc.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest	0	0	0	0	0	0	0	0	227	227	227	227	227	1,135
Other expenses (security)	0	0	10,000	200	200	200	200	200	200	200	200	200	200	12,000
Other (specify)	0													0
Contingency Fund	0	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Dispensary App. + Permit Fee	6,000													0
SUBTOTAL	20,880	14,600	12,100	19,010	7,660	9,060	38,910	37,910	42,687	43,587	43,587	48,137	48,137	365,385
Loan principal payment									834	834	834	834	834	4,170
Capital purchase (specify)														
Other startup costs														
Reserve and/or Escrow														
Owners' Withdrawal														
TOTAL CASH PAID OUT	20,880	14,600	12,100	19,010	7,660	9,060	38,910	37,910	43,521	44,421	44,421	48,971	48,971	369,555
Cash Position (end of month)		79,120	64,520	52,420	33,410	25,750	16,690	14,180	12,670	14,649	15,728	16,807	22,436	28,065

NOTES:

Sale = 3.5 grams
 Wages are based on current State of Connecticut marketplace figures for Pharmacists and Technicians.
 Inventory is amount needed to support projected sales purchased at \$10.00 per gram.
 Retail sale is expected at \$20.00 per gram.
 Sales volume is projected using MedBox Inc. data.

The undersigned certifies that all information contained in the Financial statements for Middlesex Dispensary, LLC is true and correct and represents the financial condition of Middlesex Dispensary, LLC as of November 1, 2013.

Kathy M Kalista
 Kathy M Kalista
 Managing member, Middlesex Dispensary LLC

Opening Day Balance Sheet

Middlesex Dispensary - Anticipated 6/1/2014

Assets

Current Assets

Cash in Bank	\$	16,690	
Inventory		4,200	10.00/gr.x3.5gr/salex20 sales/dayx6 days
Prepaid Expenses		49,510	
Other			
Total Current Assets	\$	70,400	

Fixed Assets

Machinery & Equipment	\$	13,000
Furniture & Fixtures		2,800
Remodel		13,800
Real Estate / Buildings		-
Other		-
Total Fixed Assets	\$	29,600

Other Assets

Specify	\$	-
Specify		-
Total Other Assets	\$	-
Total Assets	\$	100,000

Liabilities & Net Worth

Current Liabilities

Accounts Payable	\$	-
Taxes Payable		-
Notes Payable (due within 12 months)		-
Current Portion Long-term Debt		13,200
Other current liabilities (specify)		-
Total Current Liabilities	\$	13,200

Long-term Liabilities


Bank Loans Payable (greater than 12 months)	\$	-
Less: Short-term Portion		(13,200)
Notes Payable to Stockholders		-
Other long-term debt (loan)		86,800
Total Long-term Liabilities	\$	73,600

Total Liabilities	\$	86,800
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Owners' Equity (Net Worth)	\$	13,200
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Total Liabilities & Net Worth	\$	100,000
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The undersigned certifies that all information contained in the Financial statements for Middlesex Dispensary, LLC is true and correct and represents the financial condition of Middlesex Dispensary, LLC as of November 1, 2013.


Kathy M Kalista

Managing member, Middlesex Dispensary LLC

Breakeven Analysis

Middlesex Dispensary

Cost Description	Fixed Costs (\$)	Variable Costs (%)
Variable Costs		
Cost of Goods Sold		50.0%
Inventory		0.0%
Raw Materials		0.0%
Direct Labor (Includes Payroll Taxes)		0.0%
Fixed Costs		
Salaries (includes payroll taxes)	\$ 15,600	
Supplies	\$ 50	
Repairs & maintenance	\$ 100	
Advertising	\$ 20	
Car, delivery and travel	\$ -	
Accounting and legal	\$ 200	
Rent	\$ 2,590	
Telephone	\$ 200	
Utilities	\$ 500	
Insurance	\$ 100	
Taxes (Real estate, etc.)	\$ -	
Interest	\$ 227	
Depreciation	\$ -	
Security	\$ 200	
IT Maintenance	\$ 250	
Miscellaneous expenses	\$ -	
Loan repay	\$ 834	
Owner's draw	\$ -	
Total Fixed Costs	\$ 20,871	
Total Variable Costs		50%

Notes on Preparation

Fixed Costs

Salaries are based on current State of Connecticut Pharmacist and Technician wages. Rent is obtained from current lease arrangement. Other fixed Costs are anticipated monthly expenses.

Breakeven Sales level = 41742

The undersigned certifies that all information contained in the Financial statements for Middlesex Dispensary, LLC is true and correct and represents the financial condition of Middlesex Dispensary, LLC as of November 1, 2013.

Kathy M Kalista

Kathy M Kalista
Managing member, Middlesex Dispensary LLC

The vendor detail report labeled PRE MIDDLESEX DISPENSARY identifies elements and associated costs incurred prior to the establishment of Middlesex Dispensary business checking account.

6:23 PM

11/01/13

Accrual Basis

**Pre Middlesex Dispensary
Expenses by Vendor Detail
January 1 through November 1, 2013**

Type	Date	Num	Memo	Account	Clr	Split	Amount
Amazon.com							
Bill	09/20/2013			Reference Material		Accounts Pay...	88.10
Total Amazon.com							88.10
BarnesandNoble.com							
Bill	08/31/2013			Reference Material		Accounts Pay...	16.75
Total BarnesandNoble.com							16.75
Best Buy							
Bill	09/25/2013		Asus Laptop	Computer and Inter...		Accounts Pay...	308.39
Total Best Buy							308.39
City of Middletown							
Bill	08/28/2013			Business Licenses...		Accounts Pay...	160.00
Total City of Middletown							160.00
CT Cannabis Alliance							
Bill	03/12/2013		What Medica...	Meals and Entertain		Accounts Pay...	42.98
Total CT Cannabis Alliance							42.98
Department of Revenue Services - CT							
Bill	10/23/2013			Business Licenses...		Accounts Pay...	100.00
Total Department of Revenue Services - CT							100.00
Intuit							
Bill	09/29/2013		quickbooks s...	Computer and Inter...		Accounts Pay...	201.95
Total Intuit							201.95
LegalContracts.com							
Bill	05/27/2013			Dues and Subscript...		Accounts Pay...	95.88
Total LegalContracts.com							95.88
Matt Jacobsen Products							
Bill	06/09/2013			Reference Material		Accounts Pay...	82.97
Total Matt Jacobsen Products							82.97
Mezzo Grill							
Bill	07/10/2013			Meals and Entertain...		Accounts Pay...	65.01
Bill	08/28/2013			Meals and Entertain...		Accounts Pay...	62.59
Total Mezzo Grill							127.60
Staples							
Bill	07/29/2013			Office Supplies		Accounts Pay...	130.55
Bill	09/05/2013			Office Supplies		Accounts Pay...	126.50
Bill	09/28/2013			Office Supplies		Accounts Pay...	73.34
Bill	10/27/2013			Office Supplies		Accounts Pay...	76.53
Total Staples							406.92
TOTAL							1,631.54

The vendor detail report labeled MIDDLESEX DISPENSARY identifies elements and costs incurred prior to establishment of our business and the opening of our business checking account.

6:19 PM
 11/01/13
 Accrual Basis

Middlesex Dispensary
Expenses by Vendor Detail
 January 1 through November 1, 2013

Type	Date	Num	Memo	Account	Clr	Split	Amount
Hibbard & Rosa Architects, L.L.C.							
Bill	10/09/2013			66700 - Professiona		20000 - Accou	805.00
Bill	10/22/2013		Opening bala	69800 - Uncategori		20000 - Accou	1,000.00
Bill	10/31/2013		Site Plan	66700 - Professiona		20000 - Accou	500.00
Total Hibbard & Rosa Architects, L.L.C.							2,305.00
Urdike, Kelly & Spellacy P. C.							
Bill	10/01/2013			66700 - Professiona		20000 - Accou	2,500.00
Total Urdike, Kelly & Spellacy P. C.							2,500.00
TOTAL							4,805.00

B. LOCATION AND SITE PLAN

Please provide the following information:

1. The location of the proposed dispensary facility;

Proposed Dispensary Facility Address: 909 Newfield Street, Middletown, CT 06457

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;

- See attached Good Standing Certificate issued by the Secretary of State for the State of Connecticut.
- See attached Certificate of Occupancy for the proposed location.
- See attached Zoning Verification Letter from the City of Middletown for the proposed location.

Good Standing Certificate issued by the Secretary of State for the State of Connecticut

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that articles of organization for

MIDDLESEX DISPENSARY, LLC

a domestic limited liability company, were filed in this office on September 27, 2013. The following is
a list of all documents filed in this office:

Filing Type:	File Date/Time:	Effective Date/Time:
RESERVATION OF NAME	September 09, 2013 08:30 AM	
ARTICLES OF ORGANIZATION	September 27, 2013 08:30 AM	

Articles of dissolution have not been filed, and so far as indicated by the records of this office such
limited liability company is in existence.



Secretary of the State

Date Issued: October 19, 2013

Business ID: 1118262

Longform

Certificate Number: 2013305494001

Note: To verify this certificate, visit the web site <http://www.concord.sots.ct.gov>

Certificate of Occupancy for 909 Newfield Street, Middletown, Connecticut 06457

No. 9542 *no made any* DOES NOT INCLUDE MECHANICAL
Est. Cost \$ 250,000
Fee \$ 1,500.00 909 Newfield Street St. Application Filed June 3 1980

APPLICATION FOR BUILDING PERMIT

Permit Issued June 4 1980

Receipt No.

File in Duplicate

TO THE DEPT. OF PUBLIC WORKS, CITY OF MIDDLETOWN, CONN.

..... hereby make application for a permit to erect a building to the following detailed statement:

No. 909 Newfield Street Side of Street

Owner Drs. P.A. & Lewis R. Labbadia Address South Main Street

Builder Tony Bellobuono Address Cromwell 635-5747

Building Size 4,681 sq. ft. Construction masonry-frame

To be used for medical offices Size of lot Plot plan by ~~2x200x~~ 2.004 AC.

No. of Rooms Zone R 1 Zone

No. of Tenements No. of Stores Distance from street line ft. Distance from lot line ft. Distance from nearest building ft. Is there a building line? ft.

No. of Stories 2 Height of cellar from finished floor to ceiling

DEPARTMENT OF PUBLIC WORKS
BUILDING DIVISION
MIDDLETOWN, CONNECTICUT

*Labbadia
909 Newfield*

APPLICATION FOR CERTIFICATE OF OCCUPANCY

No. 4698 Fee Date February 11 1981

Location of Property 909 Newfield Street Zone R 1

Owner of Property P.A. & Lewis Labbadia Address same

Describe Nature of Proposed Occupancy
4 offices

If a certificate of occupancy is granted under this application, the undersigned agrees that all requirements of state and municipal laws and ordinances, insofar as they apply to the use permitted by said certificate of occupancy, will be strictly complied with.

I hereby certify that all of the statements herein contained are true and correct.

Certified before me this *27th* day of *July* 19*81*

Margaret Cameron Notary Public. *Tony Bellobuono* Owner Agent

Height of stories — 1st 2nd 3rd 4th 5th 6th 7th
 Material for foundation Size of Same
 Material for sides Material for roof
 Plumber Address
 Electrician Address
 Sewer City Water Electricity
 Approval— Health Dept. Type of roof Cellar: Full Unexcavated

Remarks:

I hereby agree to conform to all requirements of the Laws of the State of Connecticut and the Zoning Law and Ordinances of the City of Middletown, and to notify the Dept. of Public Works of any alteration in the plans or specifications of the Building for which this permit is asked.

STATE OF CONNECTICUT } ss. MIDDLETOWN Jun. 3 19 80
 COUNTY OF MIDDLESEX }

Personally appeared Tony Bellobuono
 and made solemn oath to the truth of the foregoing statements
 by him made.

Signed Tony Bellobuono Applicant.

Signed Owner.

Before me Margaret Cameray
 Notary Public

Director of Public Works

75

Approved by John E. Diordano
 Fire Marshal

Leon F. Vinton
 Health Director

Robert W. Froust
 Superintendent of Public Works

APPLICATION
 CERTIFICATE OF OCCUPANCY

Location 909 Newfield Street
 Certificate of Occupancy No. 4698
 Issued Jul. 27 1981
 Permit No. 9542

Zone	R 1
Type of Building	masonry-frame
No. of Stories	2
In Fire Limits	Yes No <input checked="" type="checkbox"/>
Type of Floors	concrete
Type of Roof	Frame
No. of Families	-
No. of Persons	-
No. of Exits	4
Type of Exits	doors
Fire Escapes	Yes No <input checked="" type="checkbox"/>
Stand Pipe	Yes No <input checked="" type="checkbox"/>
Sprinkler	Yes No <input checked="" type="checkbox"/>
No. of Stores	none
No. of Garages	none
Floor Load Cap.	40#LL
Building Used for	offices
Elevator	Yes No <input checked="" type="checkbox"/>

Building Inspector

Zoning Verification Letter from the City of Middletown for 909 Newfield Street, Middletown



City of Middletown

DEPARTMENT OF PLANNING, CONSERVATION & DEVELOPMENT
245 deKoven Drive Middletown, CT 06457

Kathy M. Kalista
Managing Member, Middlesex Dispensary LLC
P.O. Box 458
Moodus, Ct 06469

October 29, 2013

RE: Zoning Verification- Medical Marijuana Dispensary

Dear Ms. Kalista:

This letter is to confirm that the property at 909 Newfield Street is zoned Newfield Planned Commercial (NPC) and the NPC zone allows the following use:

- *61.01.58 - Sale or Dispensation of any form of marijuana and/or medical marijuana by a CT licensed pharmacist on the premises of a pharmacy licensed by the State of Connecticut – Connecticut Commission of Pharmacy, provided the State of Connecticut legalizes said use.*
ZONES: TD, B-2, NPC (Added effective 7/29/11)*

You have applied to the Planning and Zoning Commission for a zoning text change to eliminate "on the premises of a pharmacy licensed by the State of Connecticut – Connecticut Commission of Pharmacy." All zones changes require a super majority vote of the Planning and Zoning Commission after a public hearing.

The public hearing was tabled until Dec, 11 2013 per a request from the CT River Valley Council of Governments.

Sincerely,


William Warner, AICP
Director of Planning, Conservation and Development

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;

See attached Commercial Lease between property owner/landlord and Applicant, which contains a certification that it has consented to the applicant operating a dispensary facility at the proposed location.

COMMERCIAL LEASE

This lease is made between **Lewis R. and Maureen C. Labbadia**, 909 Newfield St., Middletown, Connecticut, 06457, herein called Landlord, and **Middlesex Dispensary, LLC**, c/o P.O. Box 458, Moodus, Connecticut 06469, herein called Tenant. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord space in the building (the "Building") situated in the City of **Middletown**, County of Middlesex, State of Connecticut, described as **909 Newfield Street** (the "Property"), upon the following TERMS and CONDITIONS:

1. Premises, Term and Rent. Landlord demises the premises on Floor 1 of the Building consisting of approximately 1850 rentable square feet (the "Premises") for a term of 60 months as provided herein at the following rental rates:

Year One	\$14.00 per rentable square foot plus utilities;
Year Two	\$15.00 per rentable square foot plus utilities;
Year Three	\$16.00 per rentable square foot plus utilities;
Year Four	\$17.00 per rentable square foot plus utilities;
Year Five	\$18.00 per rentable square foot plus utilities;

The rent is payable in advance on the first day of each month for that month's rental during the Term of this lease. All rental payments shall be made to Landlord, at the address specified above. This rental rate includes common area maintenance and taxes. Tenant will be responsible for the cost of its own heating, cooling, electric and janitorial services supplied to the Premises. Subject to the Permit Contingency (as hereinafter defined) and except as hereinafter provided, the Term of this lease shall commence upon delivery of the Premises to the Tenant (the "Delivery Date"), which such delivery shall occur on or before April 1, 2014, and shall expire 60 months thereafter, unless sooner terminated as provided herein (the "Term"). The lease shall be contingent upon issuance of a Medical Marijuana Dispensary Facility License to Tenant by the State of Connecticut Department of Consumer Protection (the "Permit Contingency"). Should the Permit Contingency not be satisfied, then this lease shall automatically terminate. Upon such termination, all prepaid rent and \$2,467.00 of the Security Deposit shall be returned to the Tenant.

2. Use. Tenant shall use and occupy the Premises for a licensed medical marijuana dispensary and for no other purpose and Landlord hereby consents to Tenant's operation of a licensed medical marijuana dispensary at the Premises.

3. Care and Maintenance of Premises. Subject to the Landlord's Work (as hereinafter defined) as set forth in Section 4 hereof, Tenant acknowledges that it has examined the Premises and is taking possession of the Premises in its current "as-is" condition. Notwithstanding the foregoing, Landlord acknowledges and agrees that (i) the roof to the Premises is free of leaks as of the Delivery Date, (ii) the heating, ventilation and air condition system, mechanical, electrical and plumbing systems serving the Premises are fully operational and in good working order as of the Delivery Date; and (iii) the Premises, the Building, the Property and the common elements servicing the Premises, the Building and the Property (which shall include but not be limited to parking areas, driveways, sidewalks, and hallways) are compliant with all local, state and federal laws, ordinances and governmental regulations. Landlord hereby covenants, represents and warrants to Tenant that this lease does not violate the provisions of any instrument heretofore executed by and/or binding on Landlord, or affecting or encumbering the Property (including the Premises), and no such instruments will interfere with or prevent Tenant from operating the Premises in accordance with the terms of this lease, nor will same conflict with any right granted to Tenant hereunder, nor will same interfere with Tenant's quiet use and enjoyment of the Premises (including, without limitation, the right to use the Premises for the use outlined in Section 2 above). Tenant shall, at its own expense and at all times, maintain the Premises in good and safe condition and shall surrender the same, at termination hereof, in good condition, normal wear and tear excepted. Tenant shall be responsible for all repairs required to the Premises, excepting the roof, exterior walls, structural foundations, and windows, which shall be maintained by Landlord. Tenant shall give prompt notice to Landlord of any needed Landlord repairs. If Landlord fails to make any such repairs within 30 days after receipt by Landlord of such written notice, then Landlord will be responsible to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach, which such damages shall include special and/or consequential damages.

4. Alterations. Landlord agrees to provide a new ADA bathroom, paint and carpet for the Premises (the "Landlord's Work"). Any additional improvements necessary for the Tenant to build out the Premises in order to open to the public will be at the Tenant's cost, including the architect's fees (the "Tenant's Work"). Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions, or improvements, in, to or about the Premises. Notwithstanding anything to the contrary set forth herein, in addition to the Tenant's Work, Tenant may make any interior non-structural alterations, improvements and additions to the Premises including, without limitation, changing color schemes, installing new countertops, flooring, wall-covering and modifying the layout of the tenant fixtures, as Tenant deems necessary or desirable without obtaining Landlord's consent, so long as the aggregate cost of such improvements is less than \$20,000 in any calendar year.

5. Ordinances and Statutes. Tenant 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 Tenant.

6. Assignment and Subletting. Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Landlord, may terminate this lease. Notwithstanding the foregoing or anything contained herein to the contrary, Tenant shall have the right, with consent of the Landlord, which shall not be unreasonably withheld, to assign this lease or sublease any portion of the Premises to (i) a parent, subsidiary or affiliate of Tenant, (ii) any entity resulting from a sale of more than 50% of the outstanding capital stock of Tenant, merger or consolidation of Tenant, or (iii) any entity which acquires all or substantially all of Tenant's assets.

7. Utilities. All applications and connections for necessary utility services on the Premises shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for electricity, gas, internet and telephone services.

8. Entry and Inspection. Tenant shall permit Landlord or Landlord's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same. Tenant will permit Landlord at any time during the last 90 days of the Term (as the same may be extended pursuant to the terms of this lease), to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter. Notwithstanding the foregoing or anything contained herein to the contrary, Landlord acknowledges and agrees that it shall not have access to the Premises or permit anyone to have access to the Premises unless a representative of the Tenant is present

9. Possession. If Landlord is unable to deliver possession of the Premises on or before April 1, 2014, Landlord shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. So long as Tenant does not commit an Event of Default that continues beyond any applicable notice and cure period, Tenant may peaceably and quietly hold and enjoy the Premises for the Term, without hindrance or interruption by Landlord or its agents, employees, or contractors, or any lender of Landlord.

10. Indemnification. Indemnification of Landlord. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, demands, liens, causes of action, suits, liabilities, damages, penalties, losses, costs, expenses, and attorneys' fees (as applicable, "Claims"), resulting from or related to (Y) the operation of Tenant's business at the Premises; or (Z) any condition existing at the Premises under the control of Tenant. Notwithstanding the preceding sentence, Tenant shall not be required to indemnify, defend, or hold harmless Landlord to the extent any Claims result from or relate to Landlord's negligence or Landlord's willful misconduct.

11. Insurance. Tenant, at its expense, shall maintain public liability insurance including bodily injury and property damage with minimum coverage as follows: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a 10-day written notice to Landlord in the event of cancellation or

material change of coverage. To the maximum extent permitted by insurance policies that may be owned by Landlord or Tenant, Tenant and Landlord, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist.

Landlord shall obtain and maintain at its expense the following types and amounts of insurance: (a) a policy or policies of insurance causing the Property to be insured for full replacement value under special form or similar property insurance, including windstorm, water damage from drain or sewer backup, and flood coverage if property is located in a FEMA-designated flood zone; and (b) insurance for bodily injury, property damage, personal and advertising injury arising from the occupancy, operation, use, and maintenance of the Property, including those areas designed solely for use with the Premises. This insurance shall be maintained for not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

12. Eminent Domain. If the Premises or any part thereof or any estate therein, or any other part of the Building materially affecting Tenant'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 be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the Premises during the term hereof, from any cause, Landlord shall forthwith repair the same. In the event that such repairs can be made within 60 days under existing governmental laws and regulations, such partial destruction shall not terminate this lease. However, Tenant 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 Tenant on the Premises. If such repairs cannot be made within said 60 days, this lease may be terminated at the option of either party. In the event that the Building in which the Premises is located is destroyed to an extent of not less than one-third of the replacement costs thereof, Landlord may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the Building in which the Premises is located shall automatically terminate this lease.

14. Landlord's Remedies on Default. The following events will be deemed to be "Events of Default" by Tenant under this lease:

(i) Tenant fails to pay any installment of rent when due; provided, however that Landlord agrees that Landlord shall, prior to exercising any remedies for nonpayment set forth herein, provide Tenant with written notice of nonpayment and Tenant will not be in default if it cures such nonpayment within 10 days of receipt of such notice.

(ii) Tenant fails to comply with any term, provision or covenant of this lease, other than as described in subsection (i) above, and does not cure such failure within 30 days after written notice thereof to Tenant (or, if such default shall be of a nature that same cannot reasonably be cured within 30 days and Tenant does not commence to cure such default on or before such 30th day and thereafter diligently prosecute said cure to completion).

If an Event of Default has occurred, then Landlord may, immediately thereafter, following delivery of any notice required by applicable law, (Y) enter into and upon the Premises, or any part thereof, and repossess the same, and remove Tenant and those claiming through or under it and remove its or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for collecting arrears of rent or preceding breach of covenant, such action shall not be deemed as an acceptance of Tenant's surrender of the Premises nor shall such action constitute a termination of this lease unless Landlord expressly notifies Tenant of such acceptance or termination in writing; (Z) Landlord may terminate this lease by written notice to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may have all of the remedies set forth in subpart (Y) above. Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for amounts equal to the installments of rent that would have been due under the terms of this lease for the

balance of the Term, as the same becomes due, as if this Lease had not been terminated or as if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period more or less than the remainder of the Term, or for the whole thereof. However, if the Premises are relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent receivable by Landlord pursuant to such reletting. Landlord shall use commercially reasonable efforts to relet the Premises and mitigate its damages hereunder.

15. Security Deposit. Tenant has deposited with Landlord and Landlord acknowledges the sum of \$7,400.00 as security for the performance of Tenant's obligations under this lease (the "Security Deposit"), including without limitation the surrender of possession of the Premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the Term. The Security Deposit will be returned in full to Tenant within 15 days after Tenant vacates the Premises in the condition required by this lease. Tenant expects to hear from the State of Connecticut by December 31, 2013, about if they will receive their license for a medical marijuana dispensary. If they do not receive the license, Landlord will return \$2467 to the Tenant and keep the remainder as compensation for taking the space off the market.

16. Signage. Tenant may, at its sole cost and expense with the consent of the landlord and in full compliance with town ordinances, erect a sign on the exterior sign of the Building. The sign shall be designed as to not distract from or significantly alter the current sign.

17. Attorneys' Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may 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 reasonable attorneys' fee.

18. Waiver. No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.

19. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the Premises, or Landlord at the address specified above, or at such other places as may be designated by the parties from time to time. Such notices shall be deemed to be delivered (i) 3 days after being deposited in the United States Mail; or (ii) 2 business days after being deposited with a nationally recognized overnight delivery service.

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

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

22. Payment Penalty. The landlord agrees to allow a 10 day grace period for late payment of rent. Tenant agrees to pay a late charge of 5% of any rental installment due hereunder which is not paid within 10 days from the due date of such rental. If rental installment and 5% late fee is not paid within 30 days from the date the original installment was due, the original installment and payment penalties shall accumulate interest at the rate of 1.5% per month from the date said installment was due until paid. This interest penalty is in addition to the 5% late payment penalty. The landlord is not required to provide notice or provide a cure period as outlined in Section 14(i) for the payment penalty or interest accrued. All payments made will be first applied to the oldest balance in arrears.

23. Broker. The Landlord and Tenant agree that neither have communicated with any other real estate broker or agent other than Trevor Davis Commercial Real Estate, LLC, and that no other broker or agent is entitled to any commission or fee for this transaction.

24. Option to Extend. Tenant will have the right to extend the Lease for one additional term of 5 years at market rates upon giving Landlord written notice not later than 180 days day prior to the expiration of the preceding term. Should the tenant elect to extend the lease the new rent shall be based upon the initial lease

5 year average monthly rent of \$2467.00 and modified by the increases in the US Labor Department CPI or Commercial rents plus any increase in the real estate taxes by the city of Middletown from January 1, 2014. The tenant's portion of the increase in taxes shall be determined by prorating the tenant's percentage occupancy of the building.

25. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

26. Governing Law. The laws of the State of Connecticut will govern the interpretation, validity, performance and enforcement of this lease.

27. Tenant's Personal Property and Landlord's Liens. "Tenant's Personal Property" shall mean Tenant's furniture, furnishings, appliances, trade fixtures, trade equipment, merchandise, inventory, chattels, signs, phone system, security system, and other personal property that located on or in the Premises. Landlord waives all statutory and contractual Landlord liens with respect to all of Tenant's Personal Property.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed effective as of the 7 day of NOV, 2013.

Middlesex Dispensary, LLC

By: Kathy M. Kalista, RPh., Managing Member for Tenant,
Kathy M. Kalista, RPh., Managing Member

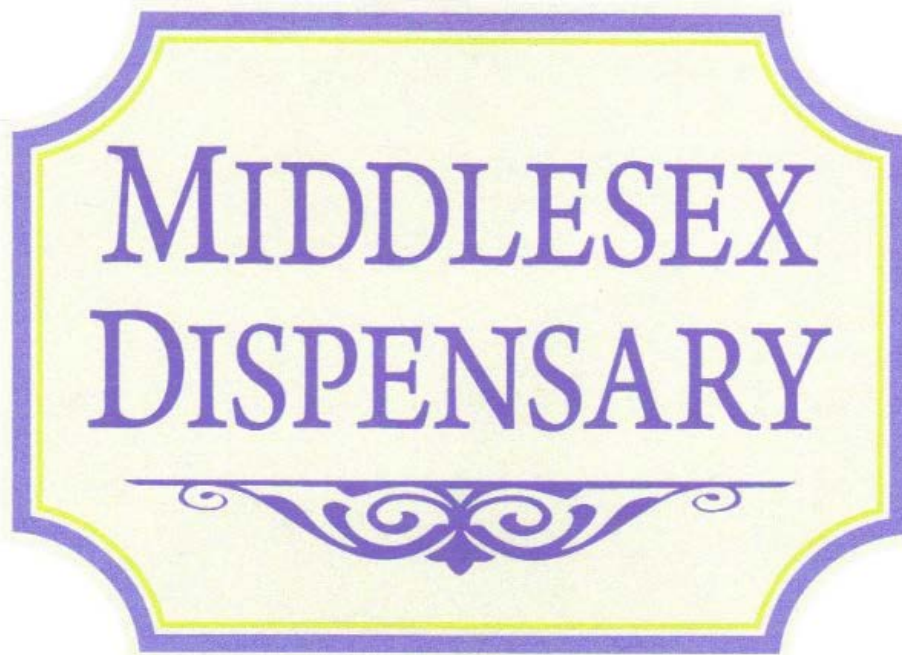
By: Lewis R. Labbadia Landlord,
Lewis R. Labbadia

By: Maureen C. Labbadia Landlord,
Maureen C. Labbadia

4. Any text and graphic materials that will be shown on the exterior of the proposed dispensary facility;

Middlesex Dispensary will display (i) a 13 inch by 18 inch sign on the exterior wall near the entrance doorway; (ii) a 12 inch by 12 inch sign in the interior displaying the dispensary hours; and (iii) a 12 inch by 12 inch sign in the interior identifying limited access areas. There will be no other exterior advertisement on site. Below is the proposed text and graphic materials that will be shown on the exterior and in the interior of the proposed dispensary facility.

13"x18" 1/4" omegabond (pvc dense core aluminum laminate) single sided sign x1 for exterior



12" X 12" PVC 3MM SIGN
X2 SINGLE SIDED
interior

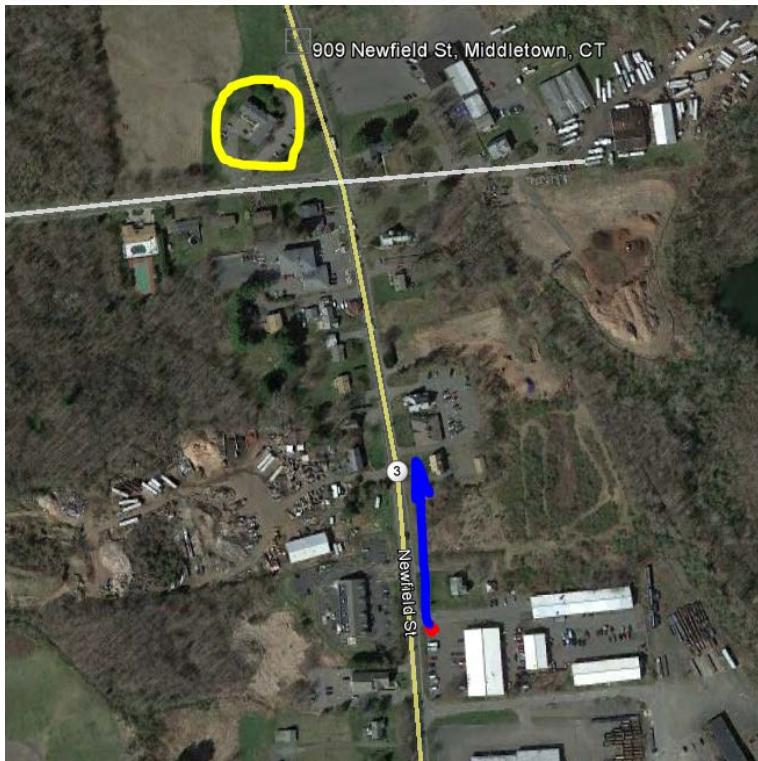


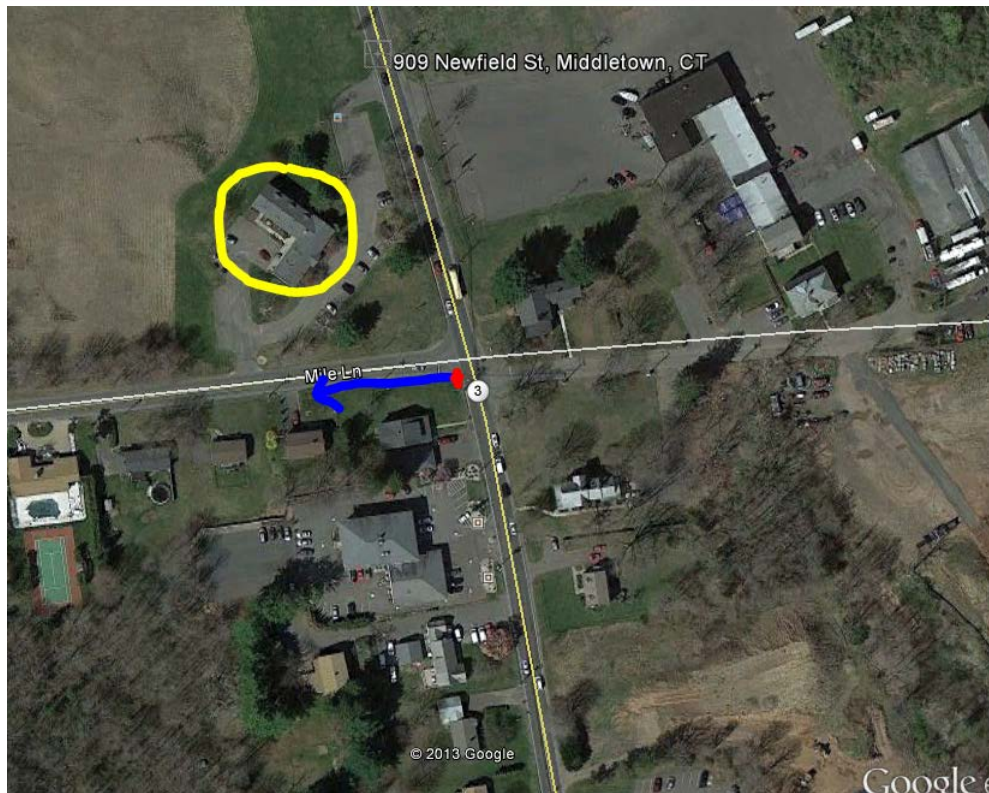
12" X 12" PVC 3MM SIGN
X2 SINGLE SIDED
interior

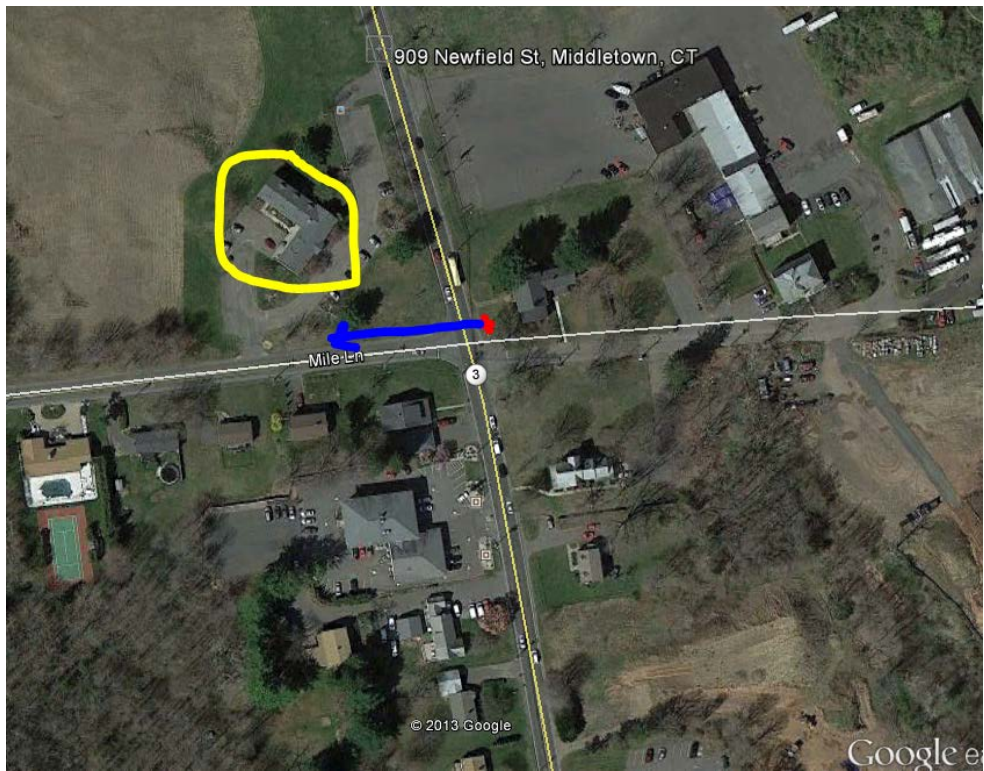


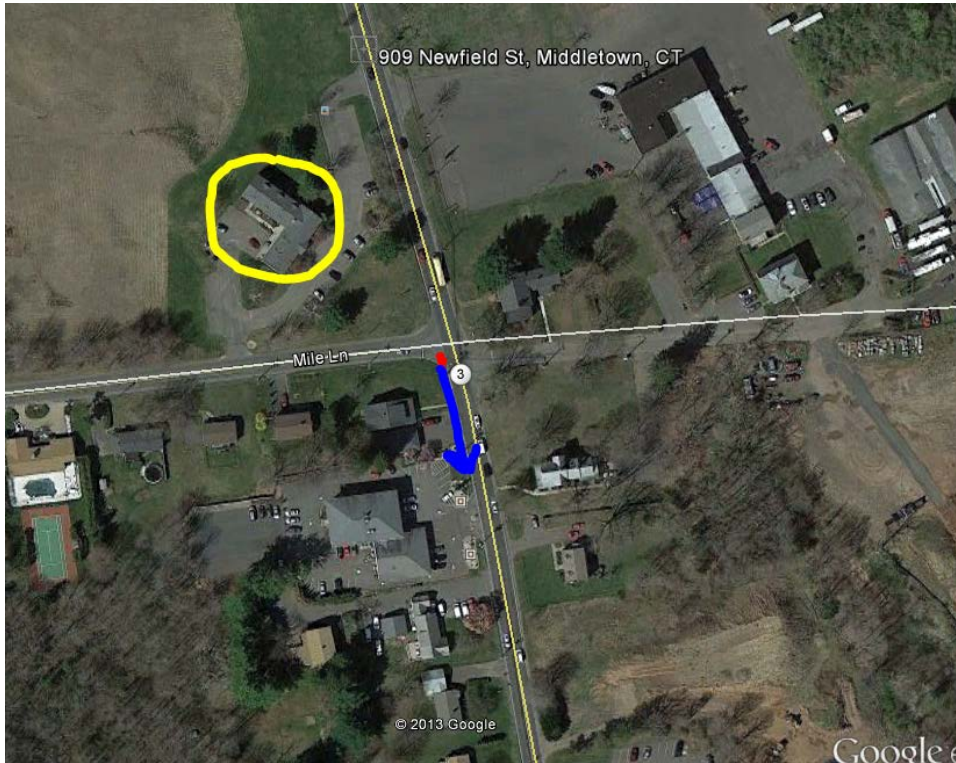
5. Photographs of the surrounding neighborhood and businesses sufficient to evaluate the proposed dispensary facility's compatibility with commercial or residential structures already constructed, or under construction, within the immediate neighborhood;

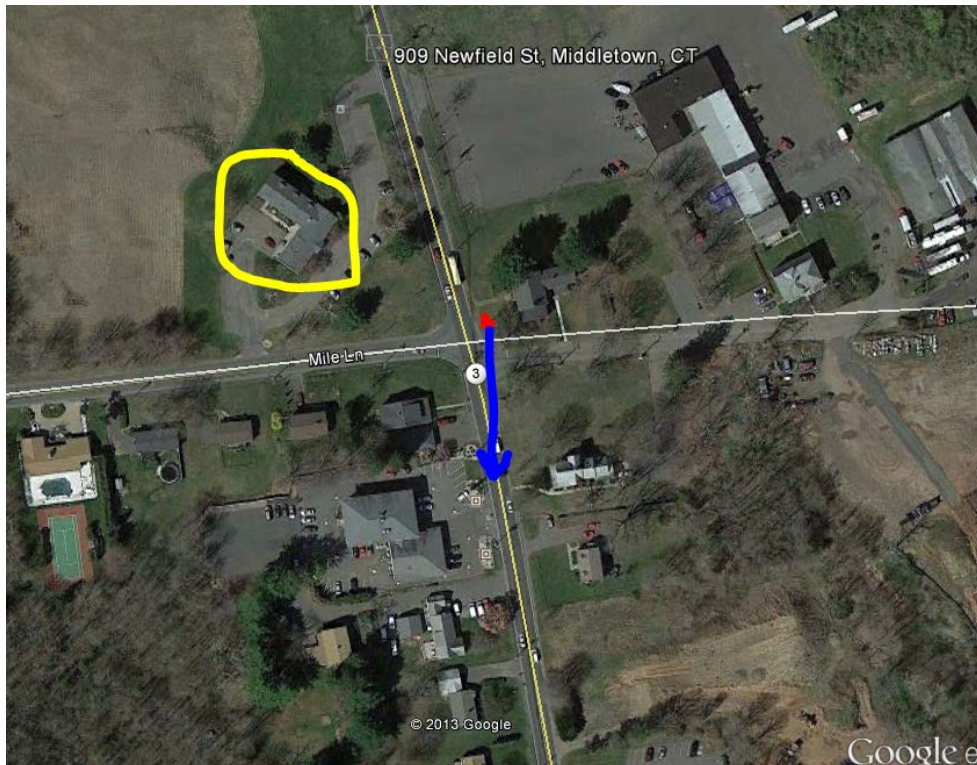
See attached photographs of the neighborhood and businesses surrounding the proposed location.

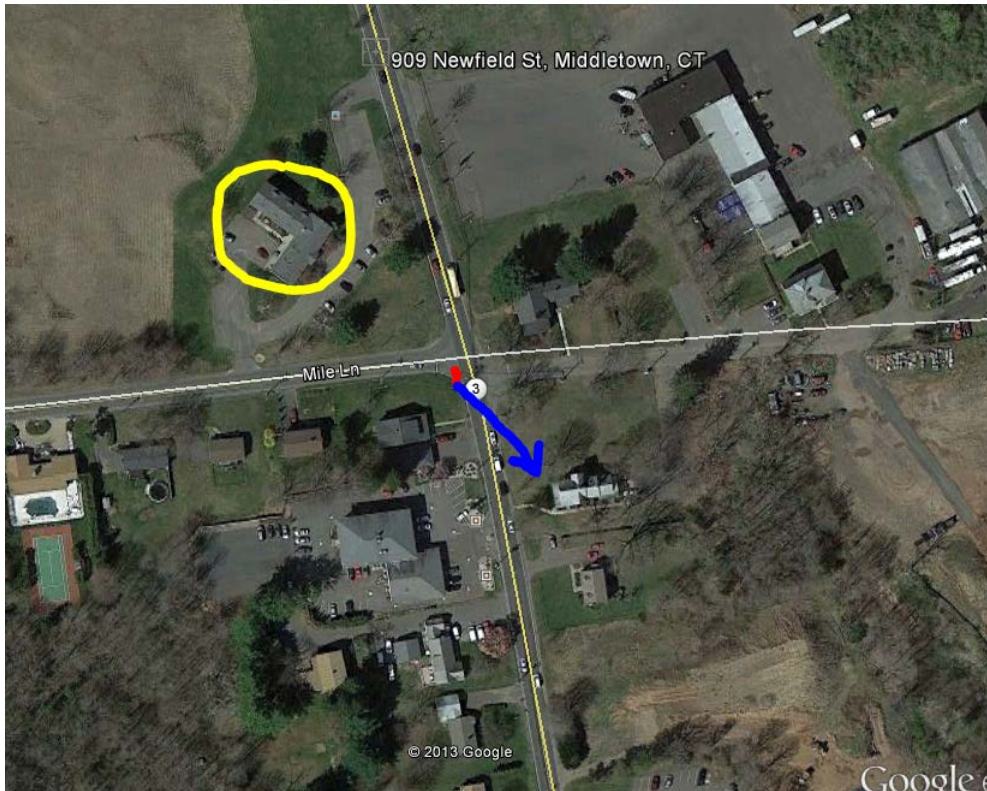


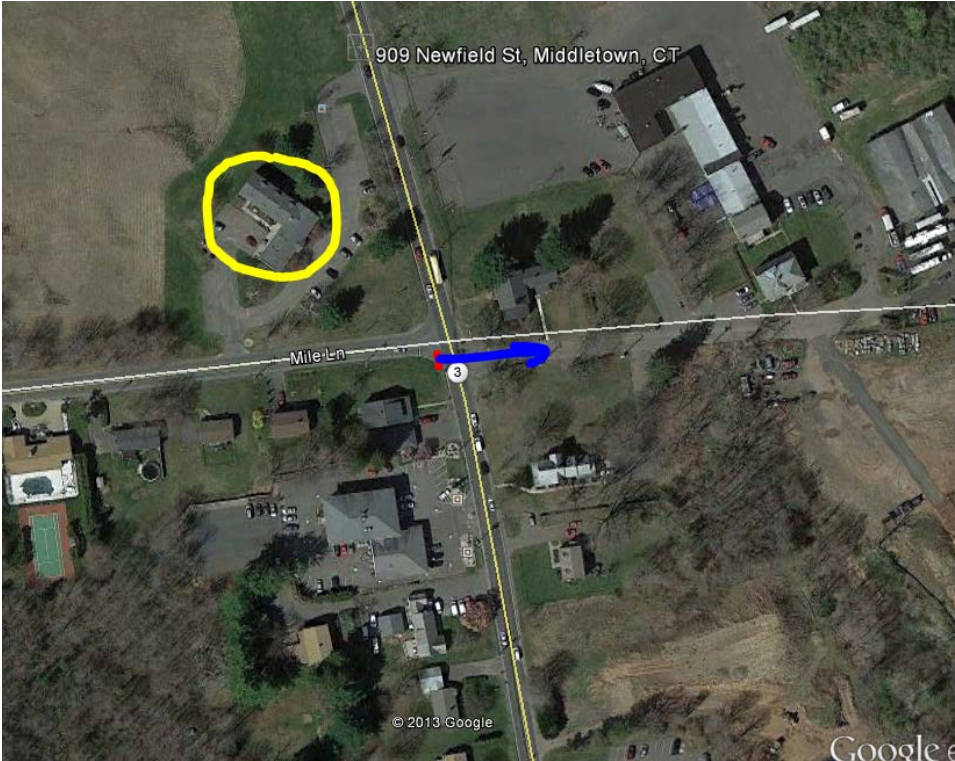


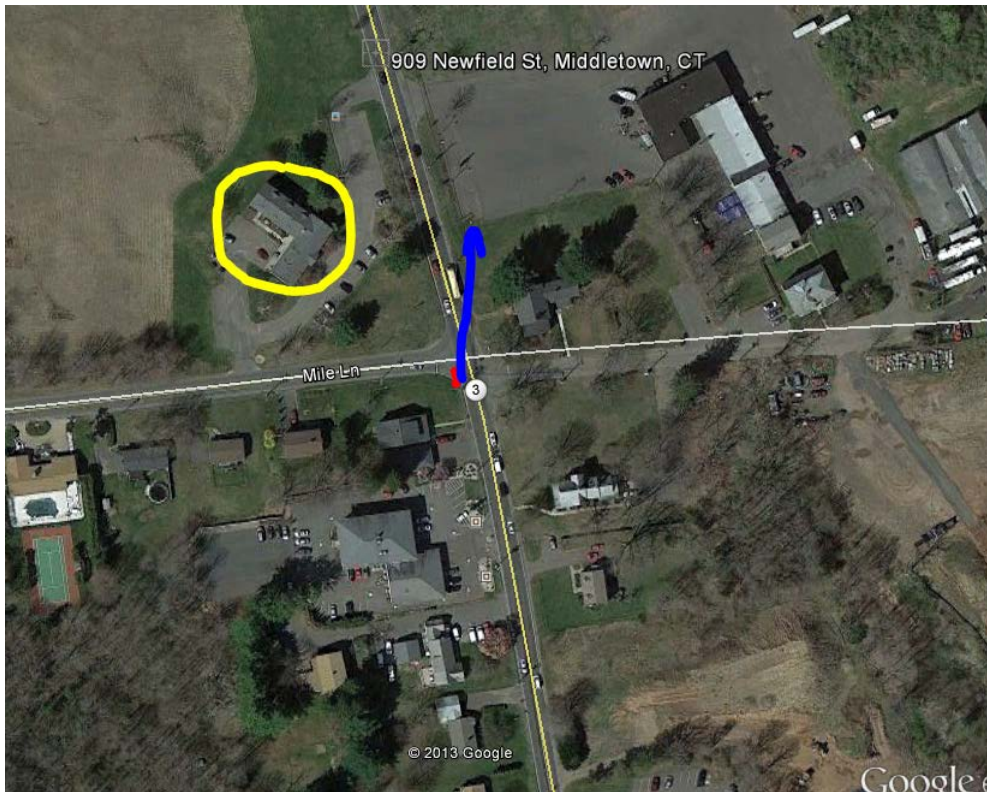


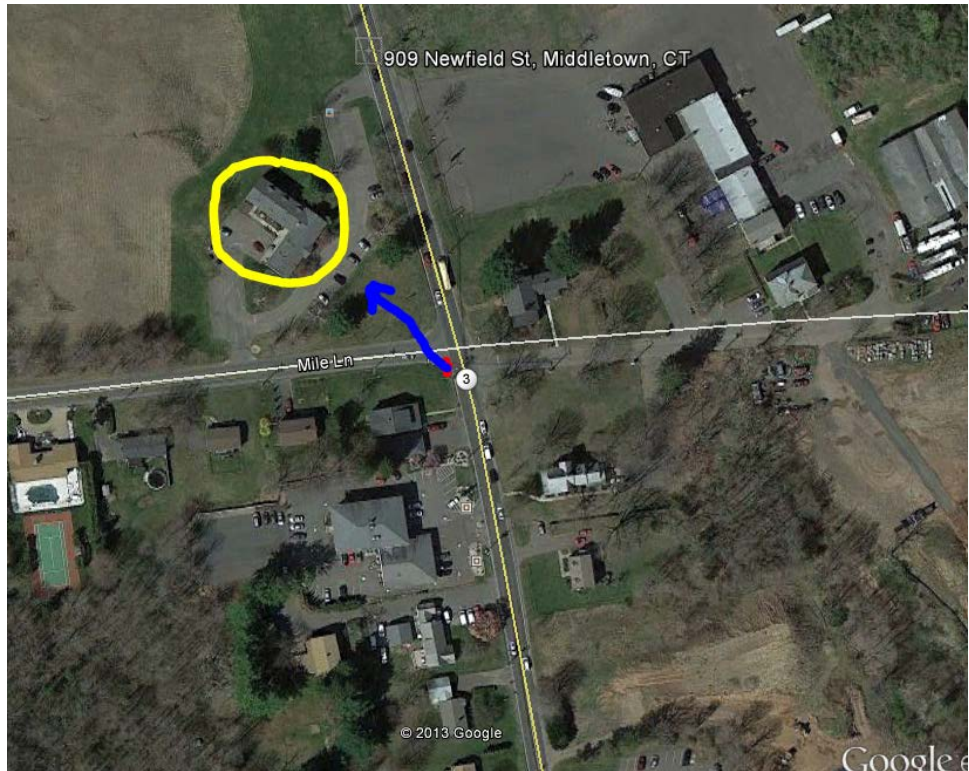


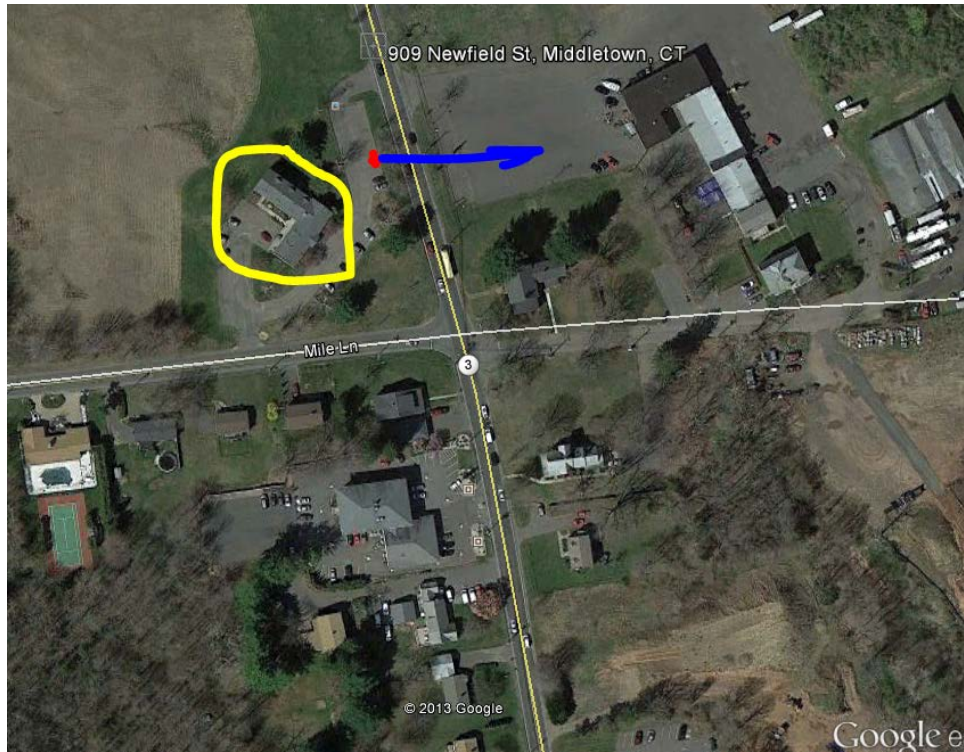


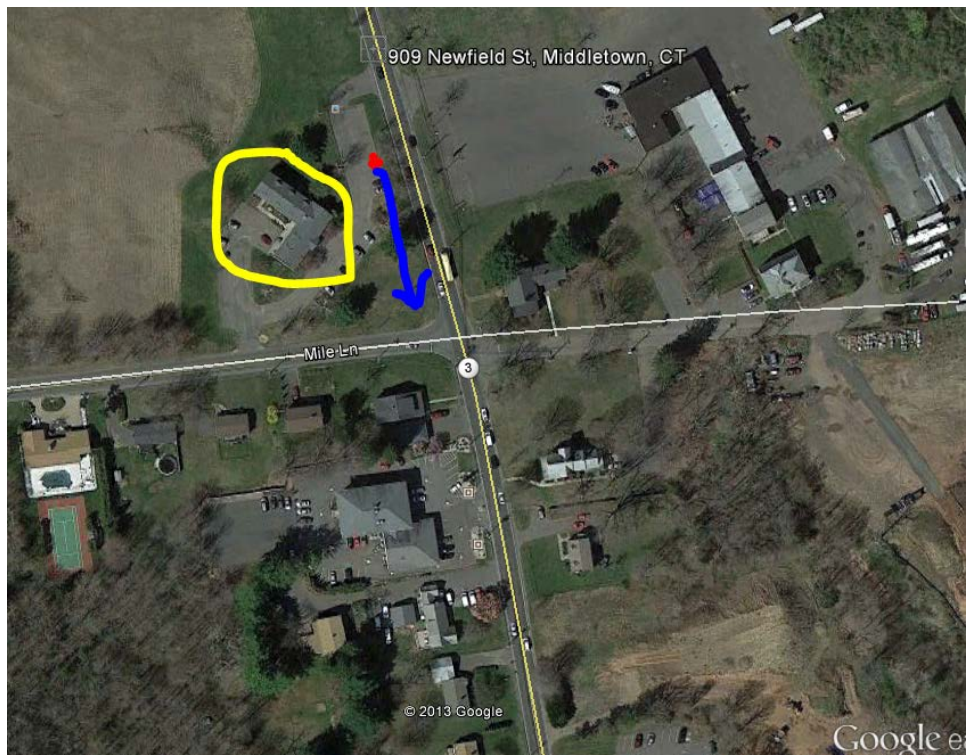


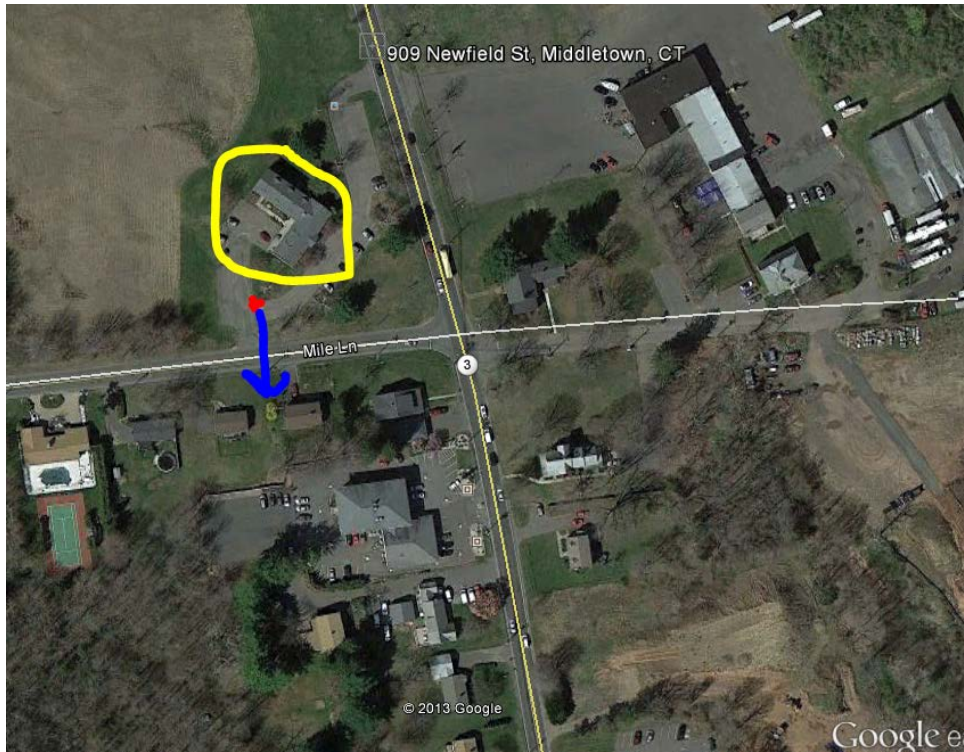




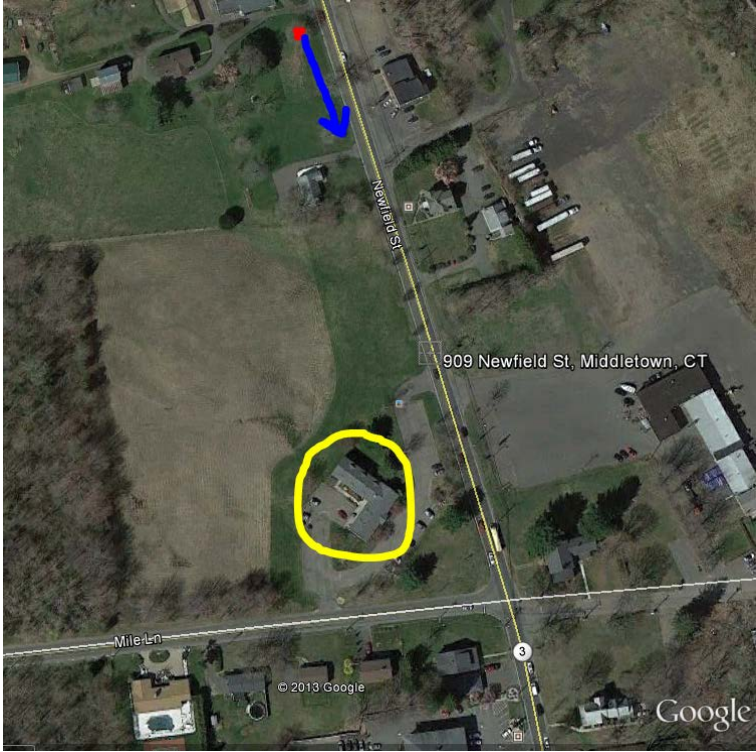


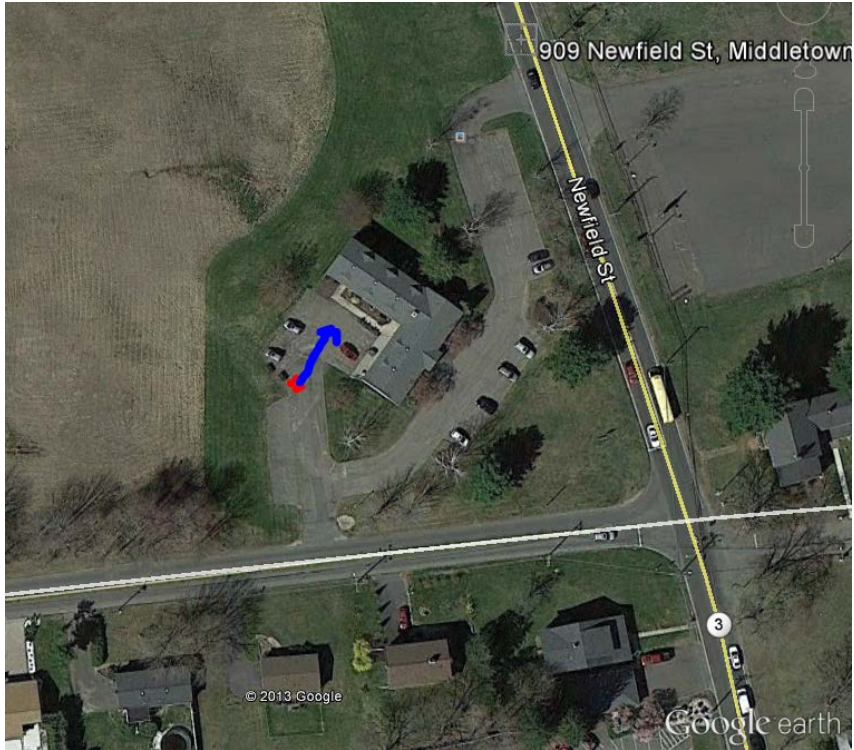


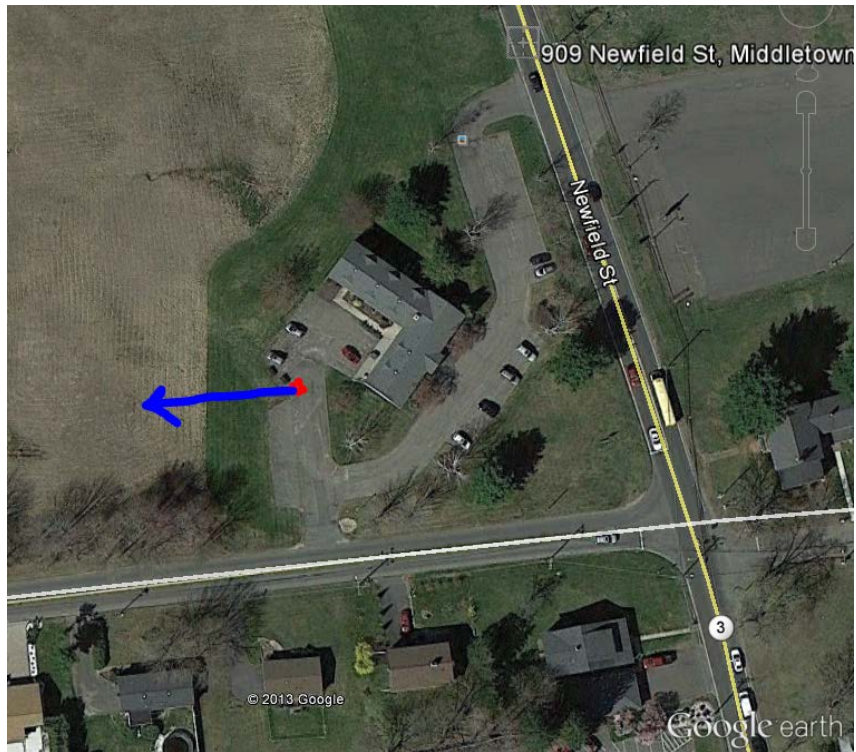


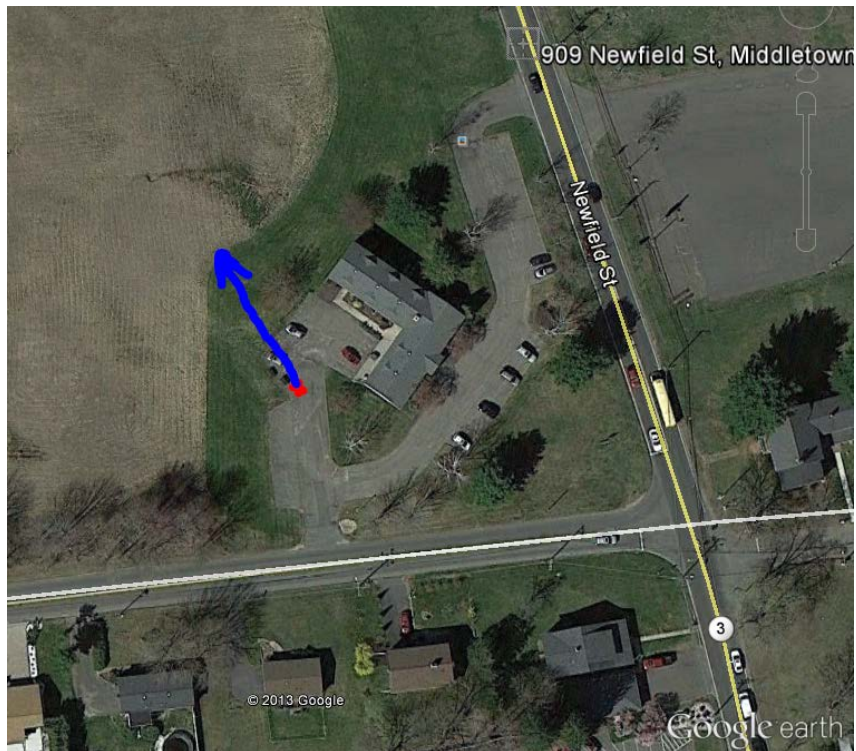






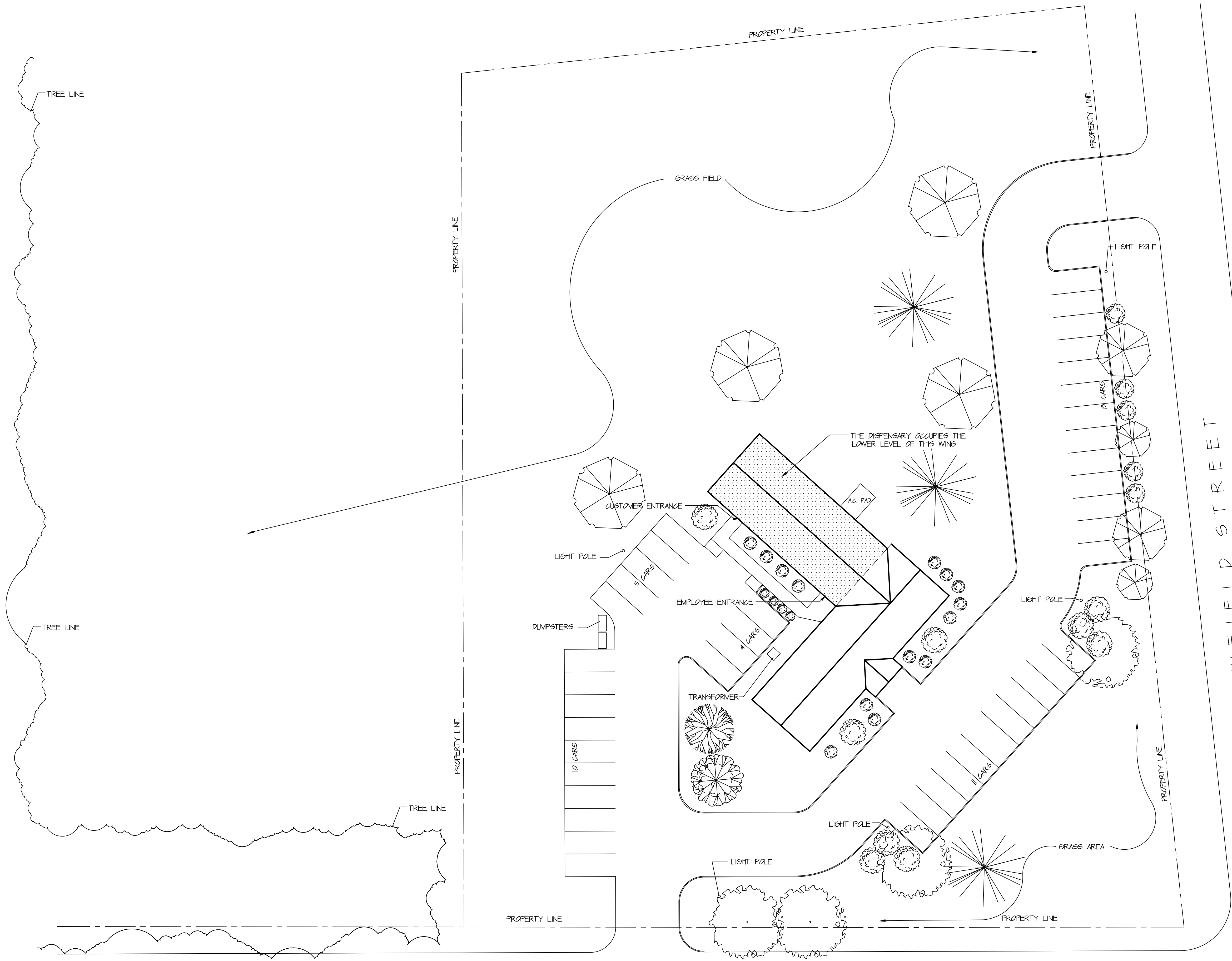






6. A site plan drawn to scale of the proposed dispensary facility showing streets, property lines, buildings, parking areas, and outdoor areas, if applicable, that are within the same block as the dispensary facility;

See attached site plan 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.



MILE LANE

NEWFIELD STREET



1 SITE PLAN
1" = 20'

MIDDLESEX DISPENSARY LLC
NEWFIELD STREET
MIDDLETOWN, CT

HRA
HIBBARD & ROSA
ARCHITECTS, LLC
269 MAIN STREET
MIDDLETOWN, CT
PHONE: (860) 346-1809
FAX: (860) 704-8248
EMAIL: hra@hraz.com

SITE PLAN

DATE: 10-30-13

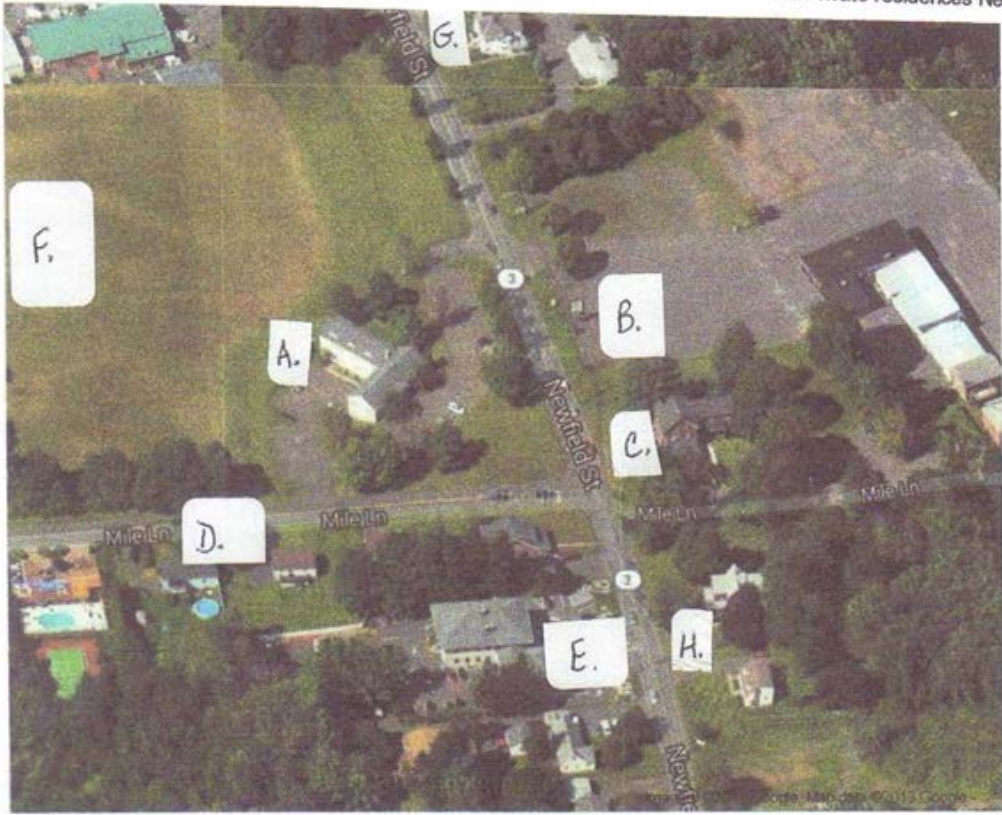
REVISED:

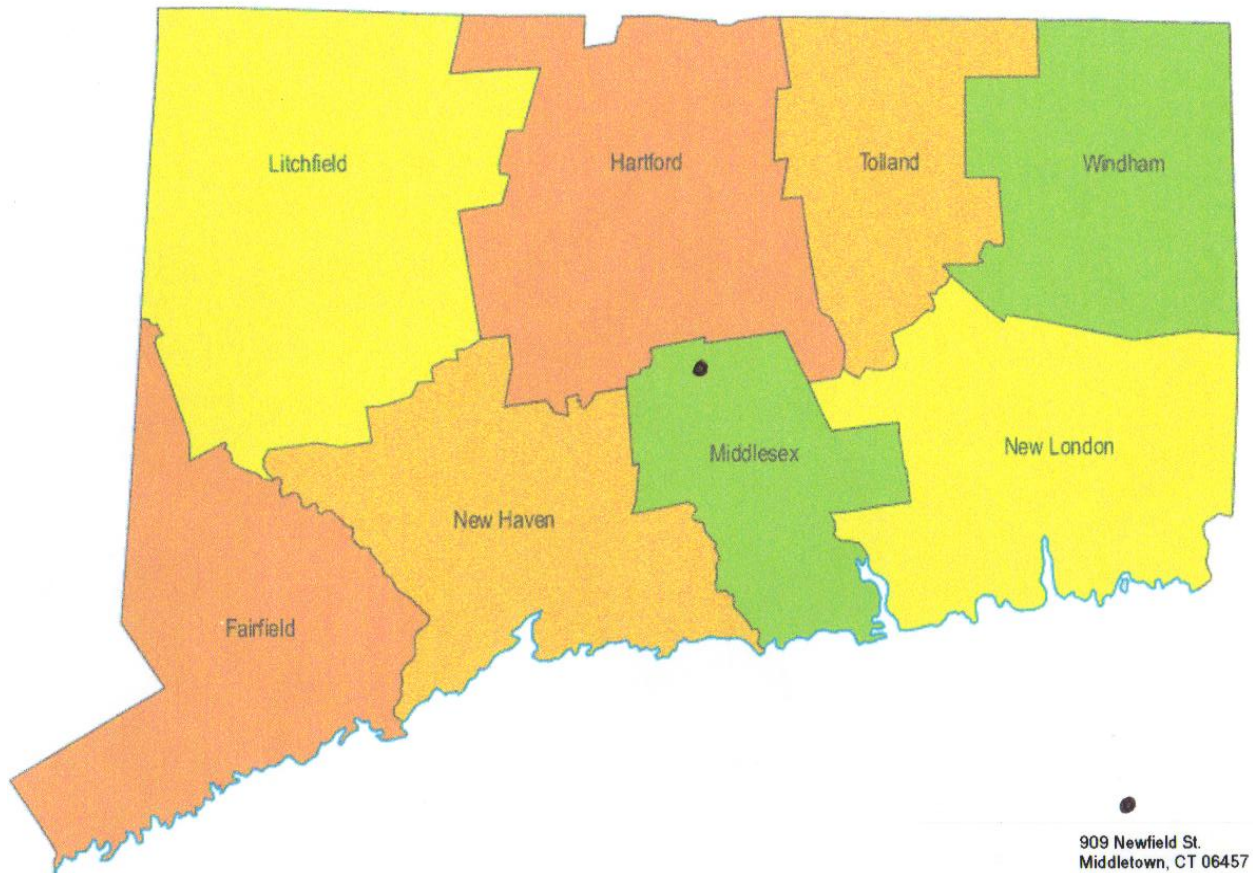
COM. # 1930

SCALE: 1"=20'-0"

S-1
SHEET

- A. 909 Newfield Street
- B. Closed Auto Dealership
- C. J.J. Vinci Oil Co.
- D. Private residences - Mile lane
- E. Roma Pizza
- F. Dairy farm
- G. D.F. Clark D. C.
- H. Private residences Newfield St.





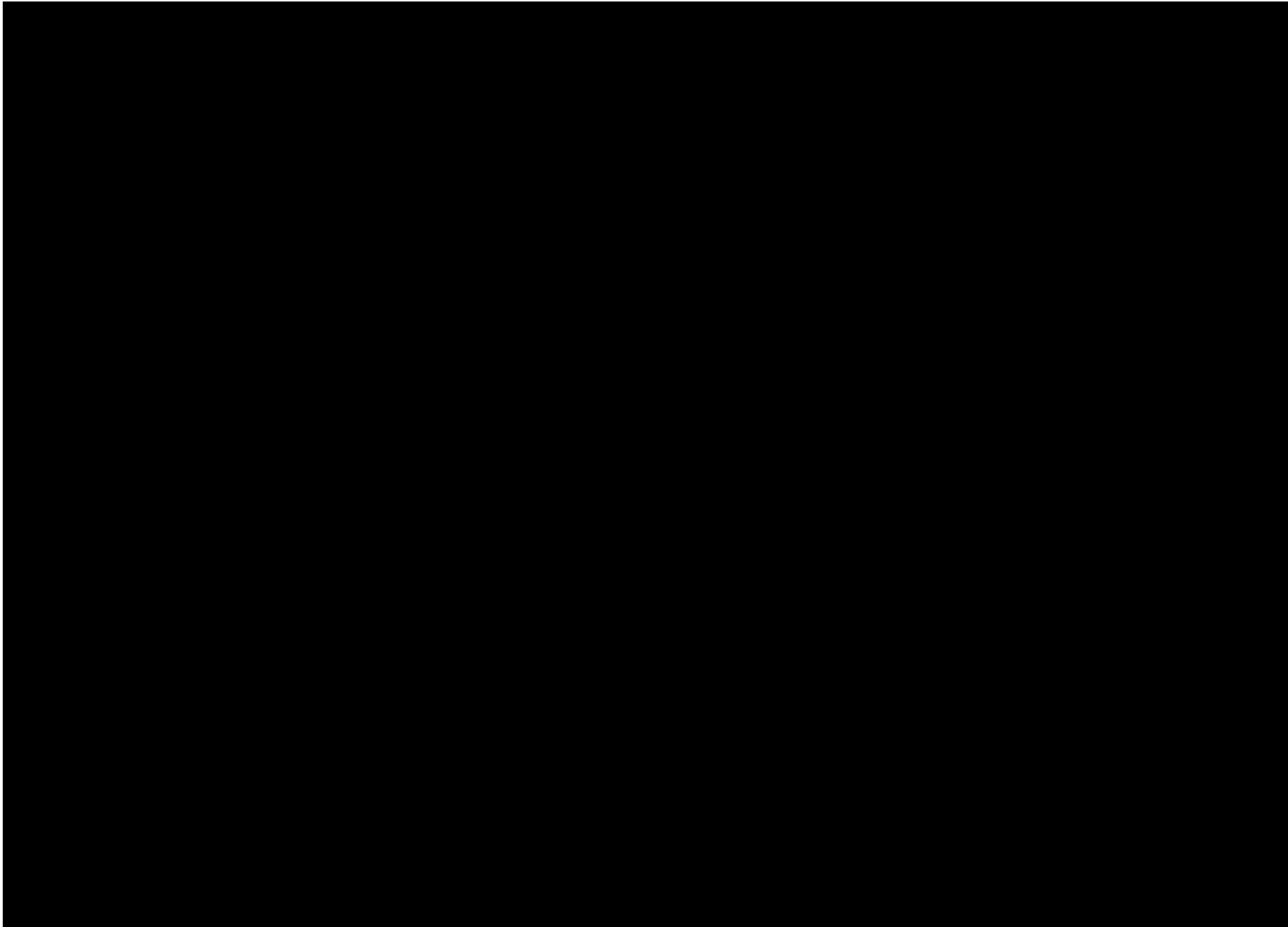
Middlesex Dispensary will be located at 909 Newfield Street (Route 3) in Middletown, Connecticut 06457 at the corner of Mile Lane. The location is central in the State of Connecticut thus being capable of serving the preferred counties of Hartford, New London and New Haven as Interstates 91 and 84 and Route 2 provide access to Routes 9 or 372 both which avail Route 3 (Newfield St.). Ready access to our location is pronounced. Additionally, patients from Middlesex and other counties can also be conveniently served.

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

There are no places used primarily for religious worship, public or private school, convent, charitable institution, whether support 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.

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;
 - b. The square footage of the overall dispensary facility;
 - c. The square footage and location of areas used as storerooms or stockrooms within the dispensary department;
 - d. The size of the counter that will be used for selling marijuana and marijuana products within the dispensary department;
 - e. The location of the dispensary facility sink and refrigerator, if any;
 - f. The location of all approved safes and approved vaults that will be used to store marijuana and marijuana products;
 - g. The location of the toilet facilities;
 - h. The location of a break room and location of personal belonging lockers;
 - i. The location and size of patient counseling areas, if any;
 - j. The locations where any other products or services, in addition to marijuana and marijuana products, will be offered, if any; and
 - 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 attached floor plan drawn to scale of the proposed dispensary facility.



0-13
4-13
8-13
0-13

1-0'

C. PROPOSED BUSINESS PLAN

A dispensary facility shall operate in accordance with the business plan submitted to, and approved by, the Department as part of the application.

Provide the following information, using bullet points wherever possible:

1. A detailed description of all products intended to be offered by the dispensary facility during the first year of operation;
2. A detailed description of all services to be offered by the dispensary facility during the first year of operation;
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;
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;
5. A detailed description of any air treatment or other system that will be installed and used to reduce off-site odors;
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;
7. A detailed description of the training and continuing education opportunities that will be provided to dispensary facility employees; and
8. A detailed description of any processes or controls that will be implemented to prevent the diversion, theft or loss of marijuana.

See attached Business Plan for Middlesex Dispensary, LLC followed by detailed responses to items 1 – 8 above.

BUSINESS PLAN

Middlesex Dispensary, LLC
909 Newfield Street, Middletown, CT 06457

October 1, 2013

Executive Summary

Vision Statement

Middlesex Dispensary, LLC (the “Company” or “Middlesex Dispensary”) will strive to be one of the first licensed dispensary facilities, hence a leader, in the medical marijuana industry in Connecticut and a provider of optimal service to customers in order to meet their adjunct needs. Middlesex Dispensary has opened lines of communication with a potential cannabis producer, Greenbelt Management Corporation, which plans to operate in Middletown, Connecticut, if permitted. The medical marijuana business, in its infancy, affords the Company this window of opportunity to enter the market under most favorable conditions which further supports positive growth projections moving forward.

Mission Statement

The mission of Middlesex Dispensary is to operate a medical marijuana dispensing facility in Central Connecticut making accessible an alternative therapy for the relief of human suffering via the retail sale of Connecticut grown and laboratory tested marijuana to qualified patients and caregivers who are registered and certified with the Department of Consumer Protection (the “Department”).

The Company

Middlesex Dispensary is a startup company focused on enhancing the quality of life of registered patients through the delivery of medical marijuana pursuant to a physician order. We will abide by the strict guidelines set forth in the Connecticut Regulations governing the Palliative Use of Marijuana (the “Regulations”) and embrace the opportunity to provide patient access to a laboratory tested medicine in a secure environment. Staff will meet all requirements set forth by the state, receive ongoing, documented training and maintain a positive attitude to promote an overall sense of well-being in the workplace while facilitating optimal therapeutic outcomes.

The Product

Laboratory tested Connecticut grown medical marijuana with proper labeling will be dispensed at the facility along with necessary accessories for the optimal therapeutic delivery of the medicine to the qualifying patient.

The Market

Middlesex Dispensary will use limited social media to reach out to potential patients/caregivers to inform them of our location, services, contact information and hours of operation. Extreme care will be taken to avoid any exposure to minors. As June 1, 2014 approaches, Middlesex Dispensary will run opening announcements in the newspaper and on the radio in order to enhance its standing in the marketplace. Inevitable television media coverage will be provided by local morning and evening news broadcasts. There will be a

single 13" by 18" sign displayed on the exterior wall near the controlled access facility entrance. Promotional items and written informational material will be available inside the dispensary as well.

The Competition

Local competition will be minimal as the expected number of permits to be initially granted to operate a Dispensary Facility in Connecticut is limited from three to five. Middlesex Dispensary will engage all employees in the process of providing value and efficient, friendly service to cultivate a loyal customer base.

Operations

Middlesex Dispensary has plans in place to commence full business activity on June 1, 2014. Patients will make appointments at 10 minute intervals. Contracted software company, MJFreeway, is designed to promote thorough, efficient registration, verification and data processing to allow seamless patient flow with 24 hour backup service provided. Security will be paramount. Middlesex Dispensary, with due diligence, expects to orchestrate a unique plan of operation that, when executed, shall become the template for dispensary facilities in Connecticut and a preferred facility of choice for patients.

Capital Requirements Plan

Of the \$100,000.00 that Middlesex Dispensary has in beginning capital, \$73,000.00 is estimated expense to open the doors of a turnkey operation. Patient registration and sales estimated to begin on June 1, 2014 when product becomes available. There will be \$27,000.00 upon opening that will contribute to initial operating costs and/or unexpected expenses.

Business Plan - Middlesex Dispensary, LLC

Vision Statement

Middlesex Dispensary will strive to be one of the first licensed dispensary facilities, hence a leader, in the medical marijuana industry in Connecticut and a provider of optimal service to customers in order to meet their adjunct needs. Middlesex Dispensary has opened lines of communication with a potential cannabis producer, Greenbelt Management Corporation, which plans to operate in Middletown, Connecticut, if permitted. The medical marijuana business, in its infancy, affords the Company this window of opportunity to enter the market under most favorable conditions which further supports positive growth projections moving forward.

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The Company

Company History

Middlesex Dispensary is a startup company that, if permitted, will be allowed to operate in Connecticut under Chapter 420f of the Connecticut General Statutes, "An Act Concerning the Palliative Use of Marijuana." Products to be sold include Connecticut grown, laboratory tested medical marijuana and associated compounded edibles, tinctures and salves purchased from a Connecticut state licensed producer as well as various necessary accessories for the efficacious delivery of the medicine.

Company Goals and Objectives

Approximately 1000 qualifying patients are currently registered with the state; therefore if three to five dispensaries are permitted we would expect to have about 300+ patients registered with Middlesex Dispensary within 3 months of commencing operation on June 1, 2014. Within the first 12 months, we expect to gain customers and experience volume expansion exponentially in accordance with the number of qualifying patients that have yet to register with the Department. Similar growth has been experienced by recently opened dispensary facilities in nearby states of Rhode Island and Vermont. Furthermore, the statute allows for additional debilitating medical conditions to be considered eligible in the future thus, when approved, patient registrations for the palliative use of medical marijuana are likely to further increase.

Company Ownership Structure

The Company will be manager managed. Kathy M. Kalista, R.Ph. is the manager and has been granted authority to make all business decisions. Middlesex Dispensary is owned by Kathy M. Kalista, R.Ph. and Thomas J. Morrison as members of a limited liability company. This business model was selected for tax reasons and limited risk of liability. For the foreseeable future the Company will remain a limited liability company and has no plans to convert to a different ownership structure.

Company Management Structure

Middlesex Dispensary is managed by owner Kathy M. Kalista, R.Ph. and she is granted authority to make all business decisions.

Management and Ownership Background

In addition to a B.S. degree in Criminal Justice and Law Enforcement Administration, Kathy M. Kalista, R.Ph. practices as a licensed Pharmacist in Connecticut, has been in a retail setting for over 14 years overseeing technicians and is familiar with Connecticut control drug laws and the rigors of maintaining complete and accurate records. Kathy remains current in education certifications for the various approved debilitating disease states, has completed an online Start-your-own-dispensary course and is well versed in the use and abuse of cannabis. Kathy has recently spent time in Burlington, Vermont observing the operation of the Champlain Valley Dispensary alongside its owner Shane Lynn. As a retail pharmacist, Kathy has many years of experience counseling patients regarding drug use, side effects and interactions. Kathy will be employed as the Dispensary Facility Manager. Thomas J. Morrison, a Dispensary Facility Backer and member of the Company, obtained a B.S. degree in business from Providence College and has owned and operated various successful local businesses over the past several decades. He will advise and provide funding. Both are well respected members of the community.

Organizational Timeline

Funding and a location are in place with plans to secure staffing needs immediately upon permit being granted by the Department. Renovations and remodeling will not begin before January 1, 2014 and will be completed by April 1, 2014 and security, telephone and computer systems will be installed during this time. Accessories for the display case will be purchased and Middlesex Dispensary will begin retail sales as sufficient inventory of medicine becomes available with target date of June 1, 2014.

Company Assets

Prior to start up expenditures, sources available for immediate access total \$100,000.00 with additional funding available if necessary. Upon opening, the estimated value of the furnishing and fixtures is \$11,000.00, retail product inventory will have an estimated value of \$5,000.00, and accessories will have an estimated value of \$800.00.

The Product

The Product

Middlesex Dispensary will dispense Connecticut grown and laboratory tested medical marijuana and associated approved edibles, tinctures and salves along with necessary accessories for the therapeutic delivery of the medicine to the patient. Various strains of cannabis will be identified and patient preferences will be noted in order to address their specific needs.

Product Patents

The Company holds exclusive rights to use the business name "Middlesex Dispensary".

Future Products

Depending on patient preferences and product availability additional strains of medicine or a specific accessory may be added to inventory and stocked on a regular basis to satisfy individual patient requirements. Tinctures and creams will be stocked as availability allows. Permitted edible dosage forms will be available shortly after opening. William C. Kalista will become licensed as a food handler in the State of Connecticut and he will be employed by the Company.

Marketing Plan

The Target Market

The target market for Middlesex Dispensary is the adult patient who is registered with the Department and suffers from one of the eleven approved debilitating medical conditions which include Cancer, Glaucoma, Multiple Sclerosis, Parkinson's Disease, Epilepsy, Cachexia, AIDS or HIV positive, Wasting Syndrome, Crohn's Disease, Post-Traumatic Stress Syndrome and Damage to Spinal Cord Nerve Tissue with Objective Neurological Indication of Intractable Spasticity. The central location of Middlesex Dispensary allows for accessible service to be provided not only to patients in several of the enumerated counties set forth in the application guidelines but also to suffering individuals from Connecticut's other surrounding counties.

Location Analysis

Middlesex Dispensary will be located at 909 Newfield Street (Route 3) in Middletown, Connecticut 06457 at the corner of Mile Lane. The location is central in the State of Connecticut thus being capable of serving the preferred counties of Hartford, New London and New Haven as Interstates 84 and 91 and Route 2 provide access to Routes 9 or 372 both of which avail Route 3 (Newfield Street). Ready access to our location is pronounced. Additionally, patients from Middlesex or Windham counties can also be conveniently served.

Established Customers

Customers must be registered with the Department for the palliative use of Connecticut grown medical marijuana and they must be afflicted with at least one of the qualifying disease states currently recognized by the department as debilitating. We plan to enjoy consistent revenue from a loyal customer base to be established. Kathy has been in local pharmacy practice for more than 14 years and has established relationships with various patients who, by word of mouth, will promote the benefits medical marijuana available at Middlesex Dispensary.

Pricing

Middlesex Dispensary will retail product at double the cost of procurement with projected profit margin of 4.3% after 6 months based on conservative start up curve. Average monthly sales are to be determined however figures indicate that 25 sales per day of 3.5grams at \$20.00 per gram for 26 days per month would be considered the breakeven point.

Advertising

Middlesex Dispensary is prepared to launch a website, <https://www.mxdispensary.com>, which will allow patients to become familiar with the mission, products and services of the Company. It will include contact information, hours of operation, registration and appointment procedures and a well-defined map with driving directions. Exterior photographs will be displayed. Middlesex Dispensary will run a weekly announcement in local newspapers including The Middletown Press, The Hartford Courant and The New Haven Register beginning 2 weeks prior to dispensing activity on June 1, 2014. Additionally, a twice weekly on-air informational announcement on The Morning Show with Fisch of Connecticut Radio 104.1 WMRQ (demographics age 22 - 42) during morning rush hour (5am - 9am) as June 1, 2014 approaches will introduce Middlesex Dispensary and increase awareness. All advertising activity will be carried out in accordance with the Regulations. Prices of available strains of medicine will be prominently displayed inside of the facility and be updated accordingly. An informational brochure emulating the website will be available in the facility as well. An exterior 13" by 18" sign will be displayed on wall near entrance door. Business cards, promotional pens and stress release squeeze balls with the Company name, address, website and phone number will be distributed.

Competitor Analysis

The Competitors

Statewide there will be three to five Dispensary Facility licenses granted; therefore, there will be two to four competitors. None are expected to be in close proximity to Middlesex Dispensary.

Competitor Strategies

Middlesex Dispensary plans to be one of the pioneer dispensaries licensed in the State of Connecticut. That, combined with the central location, increases the prospect of capturing the initial patients who currently yearn to procure their desired medicine in a secure, regulated and friendly environment. Prices will be competitive as we have opened lines of communication with potential producer Greenbelt Management planning to apply for permit to operate in Middletown, Connecticut. Middlesex Dispensary will eventually pursue business relationships with those producers who are actually granted licenses by the Department.

SWOT Analysis (Strengths/Weaknesses/Opportunities/Threats)

Strengths

Middlesex Dispensary will be an exclusive facility offering laboratory tested, high quality product in a secure, well regulated environment. The convenient central location will afford patients safe, easy access. Because this product has never been legally available to Connecticut patients before, we anticipate an initial onslaught of those who have been eagerly waiting for the medicine to become available in the legitimate marketplace. Each targeted employee of Middlesex Dispensary has worked in high volume retail pharmacy settings and is well versed in daily pharmacy operations, responsibilities associated with handling controlled substance inventory and record keeping, the delicate nature of confidential patient information and provision of supreme customer service.

Weaknesses

The greatest weakness of Middlesex Dispensary is that, while accepted as a legal activity by the State of Connecticut within the state, the federal government still does not yet recognize medical marijuana as having a legal use. As such, there is an underlying risk of enforcement by the federal government.

Opportunities

By pioneering the effort to operate a medical marijuana dispensary facility in Connecticut, Middlesex Dispensary aims to capture the initial surge of patient registrations to accommodate those who have been eagerly awaiting the opportunity to have a place to purchase their medicine. As reputation builds, more staff will be added on.

Threats

The greatest threat to Middlesex Dispensary is that, while accepted as a legal activity by the State of Connecticut within the state, the federal government does not yet recognize medical marijuana as having legal use.

Operations

Daily Operations

Middlesex Dispensary regular business hours will become effective June 1, 2014. Regular operating hours are Monday 9am to 7pm, Tuesday thru Thursday 9am to 5pm, Friday and Saturday 9am to 3pm and closed on Sunday. Daily operations include greeting the appointed patient at their scheduled time, patient registration (initial encounter or update) and verification of patient eligibility so as to process their confidential information in order to dispense the proper medication to the correct patient per physician order. After final verification by the Dispensary Manager, the patient will be offered counseling and assistance with choosing appropriate delivery accessories prior to the medicine being dispensed at the cash register/dispensing window. Patient will exit facility upon completion of transaction. Middlesex Dispensary will be a controlled access facility. Deliveries will be accepted by signature in the receiving room only, scanned into inventory, posted by the Dispensary Manager on duty and put into an approved safe. In addition to cash register reconciliation, the end of day reports will include patient, inventory and financial data generated to support tracking daily activity. Required government reporting will be performed, reviewed, signed and filed or transmitted nightly by the Dispensary Manager in charge when activity occurred.

Operational Facilities

Middlesex Dispensary will occupy an 1850 square foot area designed with high security including limited access entries. The facility includes patient registration, waiting and counseling area. There is a handicap accessible rest room, an employee locker room and break room, a manager's office, a secure inventory storage room with safe, a display counter area and a cash register checkout area where medicine will be dispensed and transacted. Security will be paramount including 24 hour surveillance, enhanced external lighting, alarm systems, panic buttons and controlled access interior doorways.

Staffing

Middlesex Dispensary will have one full-time Dispensary Facility Manager and one additional Connecticut licensed Pharmacist to serve as a part-time Dispensary Employee. Initially, the facility will employ one full-time and two part-time Dispensary Technicians working various shifts. The Company also has one part-time bookkeeper and a per diem computer hardware specialist.

Suppliers

Middlesex Dispensary has opened lines of communication with Greenbelt Management Corporation who is vying for a state granted permit to operate a production facility in Connecticut to provide laboratory tested labeled medical marijuana. Middlesex Dispensary will continue to develop this healthy rapport while ensuring that a positive relationship exists with alternate suppliers in order to minimize disruption from potential shortages. Staples will supply our office needs and a wholesale vendor selection process is underway as to

selection of an accessory provider although competitive pricing at the time of Company purchase will dictate at that point in time, which vendor from whom we purchase. Software vendor of choice is MJFreeway, commonly employed by potential affiliated cannabis production facilities and offering the latest innovation in the medical marijuana computer software industry.

Capital Requirements Plan

Capital Requirements

Funding of \$100,000.00 is readily available. Middlesex Dispensary anticipates costs of \$73,000.00 to establish turnkey operation for opening day of business which is June 1, 2014. The Dispensary Facility Backer has funds accessible to allow for additional borrowing if necessary.

Section C (Proposed Business Plan), Question 1

DISPLAY CASE ACCESSORY ITEMS

	Wholesale	Retail
<u>Assorted Glass Pipes</u>		
Small 3.5"	\$2.95	\$12.00
Medium 4.5"	3.95	16.00
Large 5"	5.50	22.00
<u>Water Pipes</u>		
Mini glass 4"	\$4.95	\$20.00
Medium glass 8"	7.95	32.00
Large acrylic 12"	8.95	36.00
<u>Metal Pipe w cap</u> 3"	\$1.25	\$5.00
Pipe cap	0.25	1.00
<u>Grinders</u>		
Small, 2-pc acrylic	\$0.95	\$3.95
Small, 4-pc aluminum	14.95	30.00
<u>Rolling papers</u>		
Zig-Zag (orange) 1 & 1/4"	\$27.99/24ct	\$3.00/pk
RAW (natural) 1 & 1/4"	33.85/24ct	4.00/pk
RAW slim, filter tip, king	51.00/24ct	5.00/pk
<u>Vaporizers</u>		
Glass bowl, on/off switch	\$14.95	\$45.00
Easy Vape, whip/hose	39.95	120.00
<u>Jars</u>		
Small clear glass w/ lid	\$2.75	\$8.00
Violet glass w/ lid (15ml)	5.95	12.00
(50ml)/(100ml)	7.95/12.95	16.00/24.00
Colored plastic 13 dram vial w lid		
Colored plastic 30 dram vial w lid	44.95/195ct	0.40ea
<u>Miscellaneous</u>		
Brass pipe bowl screen 3/4" 5pc	\$0.55	\$1.50
Pipe cleaners (hard) 6"	1.99/132ct	0.25/5ct
3-in-1 Pipe tool	2.40	7.00

Section C (Proposed Business Plan), Question 2

It is important to the staff at Middlesex Dispensary that we develop a strong, trusting relationship with our patients and build a loyal, customer base. The services described below encourage a positive Dispensary / Patient encounter that fosters a strong rapport while providing practical, meaningful results.

Counseling Service: Patients, especially those that are naïve to medical marijuana therapy, may benefit from a one on one session provided in a private, designated counseling area at the time of their scheduled visit. All counseling must be performed by the Dispensary Manager who will review, with the patient or caregiver, the proper way to use the medicine. Questions will be answered and concerns addressed. Dosing will be discussed and possible side effects will be explained. Middlesex Dispensary requires that all patients be offered appropriate counseling and that a copy of the product information sheet accompanies each order that is dispensed. Since the Dispensaries of Middlesex Dispensary are experienced, state licensed Pharmacists, their expertise is available to help patients with concerns regarding other medications they may be taking at the same time. This service will be provided free of charge and available during all hours of operation. To further assist patients in finding additional information or services, referrals will be provided by the staff. Patrons are invited to look through our resource information library which will be accessible and kept current.

Blood Pressure Screening: The Dispensary Manager will be available to patients during their scheduled visit to perform a blood pressure screening measurement in a quiet, designated testing area set up in the counseling office. Valuable information can be obtained from a simple, quick blood pressure check and Middlesex Dispensary is happy to offer this free service to our customers in order to promote their optimum health. A consent form will be signed by the patient and the results will be recorded for them as well. An information sheet will provide answers to common questions and include heart healthy suggestions. Middlesex Dispensary will use the Omron 5 Series automatic blood pressure cuff and the manufacturer's good measurement practices will be followed.

Caregiver Services: Caregivers for registered patients will be issued a State of Connecticut identification card naming them as such. This card must be presented upon each appointed visit to Middlesex Dispensary. Often times the caregiver just needs a compassionate ear to listen to what their ordeal entails which, to many, can be extremely stressful and exhausting in and of itself. The Dispensary Manager will support the caregiver by not only counseling so that they are clear about how the medicine is to be used to best meet the therapeutic needs of the patient but also by providing referrals or links to organizations that can provide additional caregiver support. Middlesex Dispensary will formulate and update accordingly a list of resources to link caregivers to various organizations that support patients who suffer from one of the state's eleven denoted debilitating medical conditions. The National Alliance for Caregiving and Family Caregiving 101 are helpful arenas in which caregivers can get much needed information. Staff will assist patients in finding local support groups and perhaps in the future, if growth and revenue allow, Middlesex Dispensary may be able to offer the space for patient support groups to be formed amongst the facility's clientele. Understanding the caregiver and what they need to be successful promotes a healthier society at large.

Middlesex Dispensary Blood Pressure Screening Consent Form

Patient Complete sections A & B

Section A

Home Phone _____ Date of Birth _____ Age **M**____ **F**____
Check One

First Name MI _____ Last Name

Home Address _____ City _____ State _____ Zip Code

E-Mail Address

Health Conditions

Current Medications

Section B

By signing below, I acknowledge that I have asked to receive a blood pressure screening test from Middlesex Dispensary and I authorize the Dispensary to perform such testing service. I also understand that:

1. The test is being done for testing purposes only, is not being done for diagnostic or treatment purposes and does not constitute medical advice.
2. The data derived from the test is considered preliminary and is not conclusive as to the absence or presence of any health condition.
3. Middlesex Dispensary recommends that I report the test result, including results outside the normal range, to my healthcare professional.
4. In consideration of undergoing the test, I hereby release and hold harmless Middlesex Dispensary's owners, members and employees from any liability arising from the testing.

Patient Name _____ Patient Signature _____ Date

Section C

Dispensary Name _____ Signature _____ Date


PROVIDER INFORMATION	
NAME	Walgreen Co.
ACPE UNIV. Activ. NO.	000-000-00-000-000-0

PROGRAM INFORMATION	
TITLE	Automatic Blood Pressure Monitor Testing Technique (Not for CE Credit)
DATE	2010-12-21
TYPE:	Application Based

PARTICIPANT INFORMATION	
NAME	KATHY M KALISTA
ADDRESS	
CITY, STATE, ZIP	, ,
LICENSE NO.	CT009197



CREDIT INFORMATION	
CREDITS ISSUED:	0 CEU
OR	0 CONTACT HOURS

DATE	2013-01-25
AUTHORIZED SIGNATURE	 Nathan Taylor Continuing Education Administrator



Section C (Proposed Business Plan), Question 3

Any and all access to Middlesex Dispensary will only be through controlled access entryways. The employees will enter and exit through the East entrance immediately inside of which are the lockers where all personal items must be stored thereby thwarting unwanted items from being present throughout the facility. The customers will enter and exit through the West entrance where the exterior sign is displayed. To limit foot traffic and random access into the dispensary facility, Middlesex Dispensary will employ a “patient visit by appointment only” business model. This practice will enhance the safety of customers as well as employees by promoting an efficient, organized work flow pattern in a secure environment. Each customer will get the personal attention that they deserve while the space and activity therein is under control and continual surveillance.

The following topics outline security for Middlesex Dispensary’s proposed site at 909 Newfield Street Middletown, CT. Please review Middlesex Dispensary Floor Plan.

- **24 Hr Intrusion Detection**
 - All exterior and interior suite doors will have sensors; windows if operable will have individual sensors backed up by glass breakage sensors in every room. Sensors will be connected to an intrusion alarm system; battery backed up with cell phone dialer monitored by a 24 hour Central Station.
 - Middlesex Dispensary’s entry and parking area are well lit.
- **Secure door at customer entrance shall be protected by voice & video intercom that allows for**
 - Aiphone GT Series or equivalent access system; camera, two-way intercom with a grade 1 door release.
 - All entries will have 24/7 video monitoring with DVR recording, date/time stamp, minimum 30 day recordings capable of forensic quality playback and minimum 9600 dpi printing capability, all protected in a secure dedicated room with battery backup.

- **Secure door entry to receiving room/dispensing department shall be protected by a combination of high security measures**
 - Door will include latch protection and reinforcement to minimize forced entry. A fob plus code reader with 24/7 access authorization will protect the room. Each individual authorized cardholder will have a fob/card programmed for access for specific days and times plus a security code for access. The door will be keyed with a Medico Level 2 key or equivalent for emergency access.
 - All entries will have 24/7 video monitoring with DVR recording, date/time stamp, minimum 30 day recordings capable of forensic quality playback and minimum 9600 dpi printing capability, all protected in a secure dedicated room with battery backup.

- **Receiving Room /Dispensing Department**
 - Medical Marijuana will be stored dispensed in receiving room only.
 - Medical Marijuana Dispensing will take place at receiving room teller.
 - Access to receiving room will be limited to licensed Dispensary pharmacist and technicians. Limited Access signage to be displayed outside receiving room door.
 - Interior of receiving room to be monitored by a minimum of two cameras located strategically to allow for 100% coverage of the room. All surveillance will have 24/7 video monitoring with DVR recording, date/time stamp, minimum 30 day recordings capable of forensic quality playback and minimum 9600 dpi printing capability, all protected in a secure dedicated room with battery backup.
 - Receiving room teller window shall have pull down locking screen.
 - Exterior window shall be protected by wrought iron bar. Custom made and securely fastened.

- **Counseling Room**
 - In addition to door/window sensors and glass breakage protection, individual workstation cameras will supervise all patient/counselor interaction with the 24/7 video monitoring with DVR recording, date stamp, minimum 30 day recordings capable of forensic quality playback and minimum 9600 dpi printing capability, all protected in a secure dedicated room with battery backup.

- **Break Room, Employee Locker Room and Reception Area**

- In addition to door/window sensors and glass breakage protection, the 24/7 video monitoring with DVR recording, date stamp, minimum 30 day recordings capable of forensic quality playback and minimum 9600 dpi printing capability, all protected in a secure dedicated room with battery backup.

- **Manager's Office**

- Door will include latch protection and reinforcement to minimize forced entry. A fob plus code reader with 24/7 access authorization will protect the room. Each individual authorized cardholder will have a fob/card programmed for access for specific days and times plus a security code for access. The door will be keyed with a Medico Level 2 key or equivalent for emergency access.
- Interior of Manager's Office to be monitored by a minimum of two cameras located strategically to allow for 100% coverage of the room. All surveillance will have 24/7 video monitoring with DVR recording, date/time stamp, minimum 30 day recordings capable of forensic quality playback and minimum 9600 dpi printing capability, all protected in a secure dedicated room with battery backup.

- **Surveillance Room**

- Door will include latch protection and reinforcement to minimize forced entry. A fob plus code reader with 24/7 access authorization will protect the room. Each individual authorized cardholder will have a fob/card programmed for access for specific days and times plus a security code for access. The door will be keyed with a Medico Level 2 key or equivalent for emergency access.
- Interior of Manager's Office to be monitored by a minimum of two cameras located strategically to allow for 100% coverage of the room. All surveillance will have 24/7 video monitoring with DVR recording, date/time stamp, minimum 30 day recordings capable of forensic quality playback and minimum 9600 dpi printing capability, all protected in a secure dedicated room with battery backup.
- Surveillance hardware shall be stored in locked, fire-protected enclosure.

- **Egress hallway**

- All hallways within the demised premises to be monitored by a minimum of two cameras located strategically to allow for 100% coverage of the hallway(s). All surveillance will have 24/7 video monitoring with DVR recording, date/time stamp, minimum 30 day recordings capable of forensic quality playback and minimum 9600 dpi printing capability, all protected in a secure dedicated room with battery backup.

- **Panic/Duress Alarm**

- Wireless panic/duress buttons will be located inconspicuously at every employee workstation, Manager's Office, Break Room, Locker Room with a wireless receiver connected to the 24/7 intrusion alarm system.
- All secured doors, as well as measures outlined above, shall be programmed with wireless Automated Voice Dialer capabilities.
- All Video Surveillance, as well as measures outlined above, shall meet or exceed minimum requirements as outlined in SEC. 21a-408-62 of the State of Connecticut Regulation concerning Palliative Use of Marijuana.

Although the building is on a busy thoroughfare, the entryway to Middlesex Dispensary is situated around the back of the building such that it is guarded from extreme exposure. The lack of any prominent exterior signage to attract passers-by will limit unwelcome visits by curious intruders.

Section C (Proposed Business Plan), Question 4

Accessibility to disabled qualifying patients and primary caregivers will be provided in accordance with requirements set forth in The Americans with Disabilities Act (the “Act”). Due to the anticipated short amount of time that each customer will be in the facility there are no plans, at this time, to include features beyond that which the Act mandates. A clean, comfortable handicap accessible restroom will be available.

Section C (Proposed Business Plan), Question 5

There are no neighbors in very close proximity to Middlesex Dispensary so at this time off-site odors are not considered to be a problem as the dispensary facility is surrounded on three sides by large open outside areas that certainly will allow any offensive odors that escape to be thoroughly dispersed. Additionally, fumes will be substantially contained as the product will be delivered prepackaged from the production facility reducing the release of odor as compared to that of loose cannabis bud. Plans for small, frequent deliveries will limit the amount of product on hand in the dispensary facility at any one time thus reducing the potential for off-site odor to become a problem. If circumstances warrant, consideration will be given to install appropriate air treatment systems such as exhaust fans or ventilation equipment enough to thwart any off-site odor problems.

Section C (Proposed Business Plan), Question 6

Regulations prohibit a medical marijuana dispensary from any and all delivery activity hence Middlesex Dispensary's delivery protocols to deter theft, loss or diversion will be affirmed with the Connecticut licensed producers once they are selected by the State. The delivery team must consist of two members, one of whom will remain outside with the transport vehicle, so there will be exterior surveillance by that outside member which will enhance the security of the process.

Middlesex Dispensary will have in place a 24/7 video surveillance system so all activity of delivery personnel will be recorded and readily available. The producer will securely transmit a copy of the shipping manifest to Middlesex Dispensary no less than 24 hours prior to transport of products and this manifest will be maintained and made readily available in accordance with Section 21a-408-70 of the Regulations of Connecticut State Agencies. All delivery times will be randomized.

Members of the delivery team will be required to present a department-issued identification card to Middlesex Dispensary staff before controlled access entry into the facility is granted. The secure receiving room is upon immediate entry to the dispensary facility where the Dispensary Manager will greet and direct the delivery member, check in the order, update inventory, document receipt of product and file manifest. The Dispensary Manager will immediately place received products into approved safe. Any recalled or damaged products may be returned to the production facility if regulations and protocols will allow.

Section C (Proposed Business Plan), Question 7

Middlesex Dispensary Training Program

Pharmacy Technician registration is a prerequisite of the Dispensary Technician position so an inherent knowledge and an appropriate, current understanding and ability to perform required tasks in the dispensary setting are implied. Work skills can be seamlessly transitioned over from pharmacy to dispensary and not only include cashiering and provision of compassionate patient care but also the efficient processing of doctor's orders, a familiarity with medical jargon, medical computer software skills, calculations and conversion skills and maintenance of a controlled drug inventory.

The Dispensary Manager of Middlesex Dispensary has become well versed in cannabis science and its medical benefits especially as related to patients afflicted with at least one of State's designated approved debilitating medical conditions. A Pharmacist's medication expertise and understanding affords the Dispensary Manager full confidence in being able to effectively provide accurate information regarding the palliative use of medical marijuana to foster optimal therapeutic outcomes. The knowledge gained by completing an online "Start Your Own Dispensary Course" and by visiting Champlain Valley Dispensary in Burlington, Vermont to observe firsthand the daily operations of a medical marijuana dispensary will be shared with the staff. As a retail Pharmacist, the Dispensary Manager is accustomed to training and educating a support staff team. A list of on-site available resource materials is attached.

Initial on-the-job training for Middlesex Dispensary employees will be preceded by necessary educational sessions covering the topics of efficient daily workflow procedure and dispensary operation including the handling of a controlled substance and an understanding of the laws governing such handling, statute review regarding patient confidentiality concerns, review and learning sessions provided by MJFreeway computer software system personnel via on-site technical education seminars where employees will work with and ask questions of MJFreeway instructors about the medical marijuana dispensary computer program operating system, and appropriate procedural and instructional emergency responses. The software company will provide 24/7 backup coverage and technical support to the staff of Middlesex Dispensary. Access to Company required completion of continuing education Cannabis product

knowledge course offered online via FreeCE.com website will be provided at the Company's expense.

An on-site resource library will be maintained to provide employees, as well as patients, with available materials to research and find answers to questions that may arise in the daily dispensing practice. Resource links encompassing material about the approved debilitating medical conditions will be provided to help gain a better understanding and insight into those disease states.

The security company will provide in house training to all employees regarding the proper use of security measures and controls that have been adopted for the prevention of diversion, theft or loss of marijuana. Updates will be provided as needed.

If permitted, Middlesex Dispensary intends to obtain membership in the National Cannabis Industry Association, the Connecticut Cannabis Business Alliance and the Middlesex Chamber of Commerce - all agencies that will be able to keep the Company and its employees on the forefront of breaking news in the Cannabis industry and local business community.

Employee training will be documented and training records that include the name of the individual receiving the training, the date the training occurred, a general description of the topics covered and the name and signature of the person supervising the instruction, along with that of the Facility Manager, will be securely stored and readily available upon request for inspection.

Middlesex Dispensary Continued Quality Improvement

Continuous quality improvement is designed to promote patient safety, enhance the accuracy of processing customer orders, and to assure precise product preparation and release of medication to the client. In an effort to maintain and improve performance in these areas we have developed training and accountability processes that stimulate improved performance and consistency by Middlesex Dispensary personnel in delivering appropriate medical marijuana product information and compassionate customer care service.

Education and training will be ongoing as new developments arise in the industry. Technicians will be periodically evaluated on their job performance, quality assurance issues will be regularly addressed, accountability will be enforced and disciplinary action will be taken when deemed necessary.

The violation of rules and standards that have been established and communicated will subject an employee to constructive discipline. Employees must be disciplined in a fair and consistent manner for similar infractions and should not be terminated for a single misdeed or failure to work up to a particular standard. However, serious misconduct may justify immediate dismissal.

As part of this process, discipline should be initiated when a Dispensary Technician has been identified and management has decided that performance could benefit from a quality intervention. The Dispensary Manager will deliver appropriate discipline based on the four step guidelines identified below.

Four Step Quality Discipline Improvement Plan:

1. Verbal Counseling
2. Written Warning
3. Final Written Warning
4. Termination

If one year has passed from the last documented step and the Dispensary Technician has not been given additional warning, the Dispensary Technician will no longer be considered part of the Quality Discipline process. Any further quality issues will be documented as a new

Verbal Counseling event. Middlesex Dispensary will review, record, document and file, by date, pertinent data and other information relating to dispensing errors.

Staff members are required to immediately report any suspected errors. An external quality event occurs when an improperly processed or filled order is dispensed to the customer at point of sale. Whether mislabeling occurred, product recalled or incorrect quantity or package sold to the customer the staff should do all that they can to remedy the situation, ensuring the well-being and satisfaction of the patient. The Dispensary Manager on duty at the time that the error is discovered is responsible for notifying the physician and correcting the mistake. Middlesex Dispensary will prominently display an interior sign, no smaller than 8 inch height and 10 inch width, stating “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”. This message will also be communicated to the patient or caregiver upon the receipt of their medicine.

Avoidance of external quality incidents is the responsibility of the entire dispensary staff and methods to strategize to lessen the chance of repeat occurrences will be investigated to determine the causes and develop an appropriate response.

Middlesex Dispensary Technician Training Documentation

Employee Name: _____

Topic covered: _____

Training date: _____

Employee Signature: _____
signature acknowledges receipt of training

signature of person providing training

date

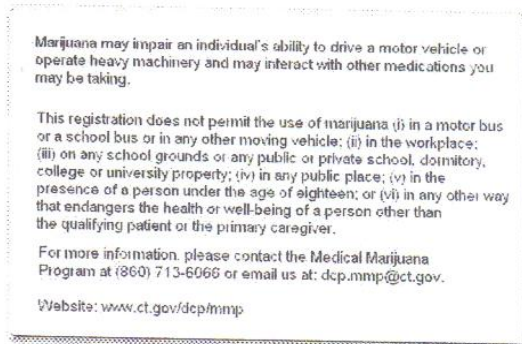
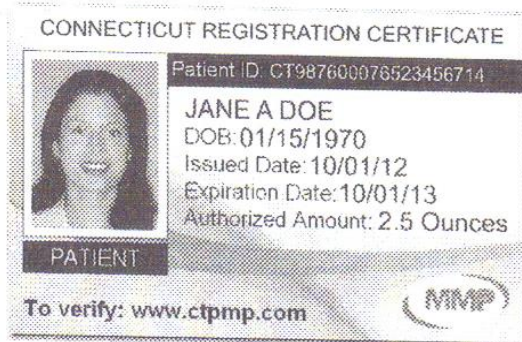
signature of dispensary facility manager

date

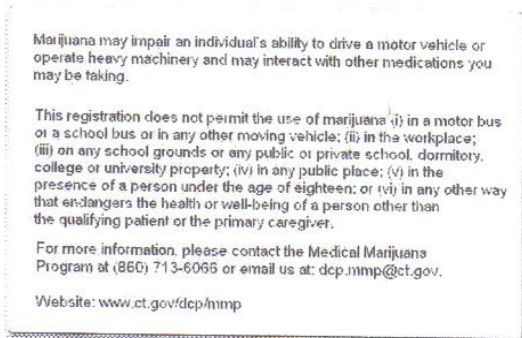
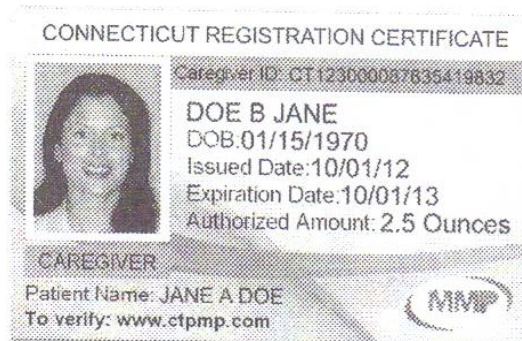
Connecticut Registration Certificates

Front and Back

Patient ID Card – Dark Blue



Caregiver ID Card - Gold



Security Features



Middlesex Dispensary Resource Library

PRODUCT REFERENCES:

Cannabis and Cannabinoids, Pharmacology, Toxicology, and Therapeutic Potential, 2008, Edited by Grotenhermen MD, Franjo and Russo MD, Ethan.

A clear, contemporary, objective presentation of the state of the art of the medicinal cannabis industry. Detailed, comprehensive scientific information presented in understandable language

Cannabis Indica, The Essential Guide to the World's Finest Marijuana Strains, volume 2, 2013, Edited by Oner, S.T. , introduction by Mel Thomas

Cannabis Sativa, The Essential Guide to the World's Finest Marijuana Strains, volume 2, 2013, Edited by Oner, S.T., introduction by Mel Thomas

Marijuana as Medicine? The Science Behind the Controversy, 2001, Joy, Janet and Mack, Allison for The Institute of Medicine

The Pot Book, A Complete Guide to Cannabis, Its Role in Medicine, Politics, Science, and Culture, 2010, Edited by Holland, Julie, MD

www.thetruthaboutcannabis.com explains, in laymen terms, the science and benefits of the cannabis plant.

MEDICAL CONDITION REFERENCES/LINKS:

Understanding PTSD, Guide to Understanding PTSD , informational booklet by National Center for Post Traumatic Stress Disorder.

www.ptsd.va.gov

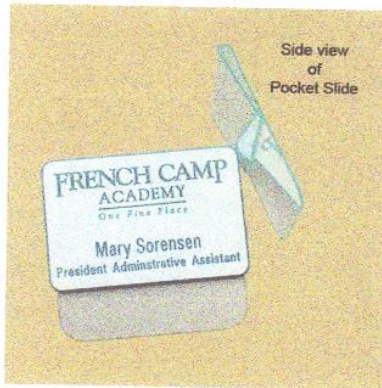
Informational brochure that has been released by government agency is included for one of the eleven approved debilitating medical conditions with link attached for additional information. Similar booklets and site referrals for additional conditions will be available to patients at Middlesex Dispensary.

Middlesex Dispensary will have any and all additional materials that will be made available in the dispensary first reviewed and approved by the Department of Consumer Protection.

http://namebadgeproductions.com/pages/products/Engrave_PocketSl...

#E1014 Rectangular - Pocket Slide - Engraved

Employee
name
badge



Order	Details	Shipping & Returns
#E1014 - Rectangular - Pocket Slide		
Price per piece:		
2	3 - 25	26 - 50
\$12.50	\$8.55	\$7.95

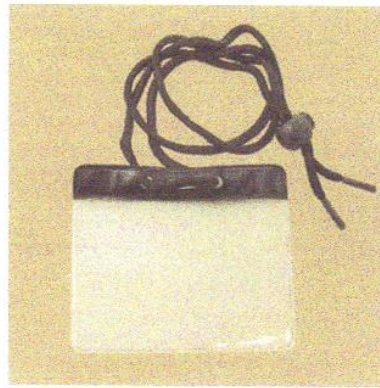
Nametag Size:
Select One... *2" x 3"*

Surface/Engraving colors:
Select One... *Purple on white*

View colors under the **Details** tab.
Corner option: *rounded*

#1701 3 3/4" x 2 1/2" All-In-One Standard

Lanyard



Order	Details	Shipping & Returns
#1701 - Organize your next meeting coding your attendees. Fully assem		
Available in 6 different colors!		
Price per piece:		
50	100 - 450	500 - 950
\$0.76	\$0.71	\$0.64

Color: Black

Minimum purchase of 50.
50 pieces per package.

https://www.visitorpassolutions.com/Products/Self_Expiring_Soluti..

Small DOT-Expiring Badges >



Badge size: 3" x 2"
Dot size: 7/8" round
badges/book: 500
Starting price/book: \$84
(Front Piece Dots included)
Style Shown: 808D (\$110/book)

Middlesex Dispensary Visitor Agreement

Middlesex Dispensary operates upon the cornerstones of honesty and integrity and intends to always conduct its affairs according to the highest standards of performance. Its business actions will fully comply with the spirit and intent of the laws, policies, and moral codes under which we operate and live.

Our customers trust us to provide professional, sensitive, and quality service in meeting their medication needs. They trust that we are honest in all of our dealings and respect their right to privacy. **In keeping with this policy, all customer information shall be kept strictly confidential and must not be disclosed to any unauthorized person.**

At Middlesex Dispensary we expect visitors to do what is right and to behave in such a manner that others will view them as having the highest standards in both professional and personal behavior. The Company will not tolerate any illegal, unprofessional, or unethical act by a visitor, including the unauthorized sale, possession, use, or diversion of a controlled substance.

As a visitor to Middlesex Dispensary, I will:

Maintain privacy and confidentiality of all patient information and dispensary records.

Promptly seek advice from the Dispensary when I have questions concerning the application of regulations and laws.

Take proper precautions to maintain the physical security of the dispensary department.

As a visitor to Middlesex Dispensary, I will not:

Disclose patient information without proper authorization.

Remove, pass, or consume any controlled medication without valid authorization from a physician and / or without paying for it.

Violate the policies of Middlesex Dispensary, or state regulations.

I have read, understand and will abide by the statements of Middlesex Dispensary regarding state regulations, company policies, and ethics. I have asked for and received clarification from the Dispensary Manager / Dispensary where needed.

visitor signature

date

print name

Badged by

Personnel signature

Section C (Proposed Business Plan), Question 8

A major concern of regulators, dispensary operators, and the public is the proper control of medical marijuana inventory. Inventory shrinkage, the retail term for theft and loss, is of utmost importance to the success of the business.

The daily workflow activities and operations of Middlesex Dispensary are designed to limit the potential for diversion, loss or theft of cannabis and will be performed under a 24/7 video surveillance system that will monitor the entire dispensary facility including all areas where marijuana will be stored and dispensed. By keeping all marijuana products, dispensing activity and cash register transactions contained in one secure room the number of opportunities for loss, diversion, or theft to occur will be minimal and violators will be held accountable. The controlled access doorways record entry and exit times of each user and can be programmed to allow employee entry only during the times for which they are scheduled to work. Customers will not be able to enter the facility until they ring the doorbell and are screened by the staff who will then remotely unlock the door after the appointment schedule is checked. Upon entry the customer will be required to present their state issued medical marijuana certification card along with another form of picture identification. This process will help to avoid the chance of cannabis product getting into the wrong hands of frauds or minors. The fewer people in and out of the facility lessens the chance of loss, theft or diversion occurring. The “appointment only” design will keep the number of customers in the facility at any one time to a minimum and help avoid confusion or distraction. To further inhibit the likelihood of theft, loss, or diversion is adherence to the mandatory practice of receiving only prepackaged product from the producer so that there will be no actual loose flower bud readily available to be the subject of temptation to mishandle.

Middlesex Dispensary will provide a locker room area immediately inside of the employee entryway and staff will be encouraged to lock their personal belongings and ready themselves for work in Middlesex Dispensary’s dress code of pocketless medical scrubs of industry standard and lanyard with identification card pouch clearly displaying the name and title of employee. The Dispensary Manager may wear lab coat with pockets. Some of the roles and responsibilities in the dispensary facility can be shared by the Dispensary Manager and the Dispensary Technician alike - but the ultimate product verification and receipt of product delivery must be performed by the Dispensary Manager ensuring that the amount of product

dispensed and received will always be under the Dispensary Manager's watchful eye. The end of day inventory reports will be checked and signed by the Dispensary Manager that was on duty for each shift and an on hand inventory count will be noted at that time to detect, track and account for any loss that may have occurred during that timeframe. Not only can lost inventory impact profitability, but the inability to account for all products can cause regulatory concerns that could lead to a suspension or loss of a dispensary permit. The security and efficiency of Middlesex Dispensary and its staff address such issues.

Middlesex Dispensary will instruct all patients and caregivers that they are NOT to share this medication with anyone else, use it ONLY for the condition for which it is prescribed and to **KEEP THIS AND ALL MEDICATION OUT OF THE REACH OF CHILDREN.**

In the event that a patient refuses safety packaging, s/he will be required to sign the Refusal of Safety Packaging document below and the same will be kept in the patient's file.

REFUSAL OF SAFETY PACKAGING

The undersigned requests that Middlesex Dispensary dispense medical marijuana in non-child-resistant, secure and light-resistant packaging to patient _____.

patient / caregiver signature

date

In the event that a patient requires that Middlesex Dispensary release its information to a third party, s/he will be required to sign the Patient Information Disclosure Form below and the same will be kept in the patient's file.

PATIENT INFORMATION DISCLOSURE FORM

The undersigned requests that Middlesex Dispensary release

patient information on patient _____.

to _____

The purpose of this release of information request is

patient/caregiver signature

date

MJFreeway Software for Dispensary & Collective POS

MJFreeway Software Solutions is the choice of Middlesex Dispensary to serve the software needs of the dispensary and, as a leader in the industry, will be able to meet the stringent requirements of the State regulations. With updates forever underway, MJFreeway will assist the staff of Middlesex Dispensary through a comprehensive training program that fosters a thorough understanding of the software system which encompasses; patient/caregiver registration, verification, and profile management; maintaining physician information; order processing and dispensing; point of sale transactions; inventory management and tracking; and mandated government reporting. Access control and encryption are amongst the various functions that the software employs to ensure supreme security of sensitive data in the computer system. Built in components allow for secure handling of guarded personal health information and enable adherence to important confidentiality agreements.

The features of MJFreeway that will support Middlesex Dispensary's duty to comply with requirements are explained as follows.



Marijuana Software for Dispensary and Collective POS

MJ Freeway's Features

MJ Freeway is dedicated to providing the features and functionality that this industry needs to run professionally and compliantly anywhere Medical Marijuana is recognized. We do this with a simple, easy to use system.

GramTracker™ (includes Patient, Point of Sale and Inventory)

Patient Management

- Create Patient record with a photo of patient and scan of their ID and docs.
- Driver's license mag stripe scans and 2-D barcode support for patient verification and new record creation ease, available for all state's licenses.
- Offsite secure storage of sensitive information per **HIPAA Compliance**.
- Purchase history instantly available.
- Record key information including: MMJ card expiration date, purchase volume, etc.
- Management ability to prohibit sales to an expired membership.
- Capture all important patient information including: name, phones, email, mailing address, physician information, Rx verification, MMJ card and expiration, birth date, designated caregiver status, diagnosis information/symptoms, favorites, preferred contact method, permission to communicate, and paperwork status.

Point of Sale System

- Ability to print comprehensive medicine labels and receipts at the time of sale. This may include dispensary information, disclaimer, medication details, and patient information, strain tests and ingredients.
- Create and apply discounts and specials.
- Each transaction is tied to inventory to a fraction of a gram.
- Easy to add notes to current or previous transactions for tracking symptoms/effectiveness.

- Easy to navigate menu list of products with your custom attributes.
- Sale in grams, ounces, or by the piece.
- Sales of non-medicated products to the general public.
- Support for common POS hardware, including legal for trade .01g scales, cash drawers, receipt and label printers, bar code scanners, touch screen monitors and magnetic card swipe.

Inventory Management

- Record your inventory to the fraction of a gram.
- Unlimited inventory categories, so adding items quick and easy.
- Ability to set up specials by product or across all products.
- One click conversion of inventory from bulk MMJ to an MMJ product like joint or brownie.
- Record both “weighed quantity” and “charged quantity”. If you decide to weigh a dose a little bit heavy, that amount is deducted from inventory and recorded so that your inventory reports remain accurate. Also this can be printed on the labels so that patients know when they received an “extra.”
- Ability to follow and sort product by a nearly infinite number of custom attributes.
- Generate bar codes and product labels on the fly.
- Easy inventory reports for a clear snapshot of your products at any time.
- Restricted inventory adjustment screens and reports.
- Vendor and Purchase Order recording--including the ability to record purchases from vendors by date, weight, and product. This makes vendor compliance with Colorado and Arizona requirements easy.
- Capture for fields such as name, description, cost, retail price, received date, expiration date, image, attributes specific to the product, barcodes, notes, and quality/condition.
- Batch Tracking - Track each batch from each vendor through the system and know what product is the most popular. Or pull a bad batch without it effecting your entire inventory.

Administration

- Every action in MJ Freeway has a virtual paper trail, so you see the time and date for every transaction, as well as which staff member performed it.
- User levels will provide you with the ability to limit access to different areas of the system by individualizing each user's privileges.
- Reports covering sales, inventory, vendors, and patient transactions.
- Sales tax reports make tax time quick, easy, and accurate.
- Web-based solution. Data is stored remotely and backed up nightly, ensuring that you can access it securely from anywhere, anytime. This keeps your precious data safe from fire, hardware theft and other loss.

D. PROPOSED MARKETING PLAN

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.

See attached Marketing Plan for Middlesex Dispensary, LLC

MIDDLESEX DISPENSARY PROPOSED MARKETING PLAN

Middlesex Dispensary is prepared to launch a company website, mxdispensary.com, that will allow potential patients a chance to become familiar with the mission, products and services of the dispensary. There will be a section with answers to frequently asked questions. A map with driving directions will be prominently displayed. Hours of operation, contact information and patient registration and appointment procedures will be outlined. The website administrator is vistaprint.com. Identifying company colors of white, green and purple are tastefully incorporated into the website design. There is a photo of a cannabis flower as well as exterior photographs showing the face of the building as situated with frontage on busy Route 3 (Newfield Street), the rear of the building where the entrance doorway to Middlesex Dispensary is located, the Arrigoni Bridge spanning the nearby Connecticut River and the serene expanse of meadow behind the facility landscaped on the distant horizon with a barn and trees.

To avoid undesired exposure to minor individuals who routinely access Facebook, Myspace, or various blog sites gauged toward teenagers, Middlesex Dispensary will limit its Social Media exposure to www.Linkedin.com. This site enables employees to create a more business oriented profile (with educational background and previous work experience) and link to not only coworkers and other dispensary employees but also to practitioners in related disciplines such as Pharmacists and Physicians in the local area and beyond.

Two weeks prior to the start of business we will run a brief announcement twice each week on Radio 104.1 on The Fisch in the Morning Broadcast during peak morning hours of 7:00am to 9:00am alerting listeners to our upcoming opening and providing contact information. Simultaneously, weekly advertisements will be placed in The Hartford Courant, The Middletown Press, The New London Day and The New Haven Register consisting of the business opening plans, hours of operation and contact information. All advertising activity will be carried out in accordance with the Connecticut Regulations governing the Palliative Use of Marijuana. Middlesex Dispensary will undoubtedly be approached by local television networks and plans to have statements prepared to promote our business intention.

The prices of all strains of medicine and medicine-containing products will be prominently displayed inside of the Dispensary Facility and will be updated accordingly. Accessories will be sticker priced upon receipt into inventory and placed in the display case. Pens and Stress Relief Squeeze Balls are promotional items to be distributed in the facility and will list the store name, address and phone number. Business cards have also been designed for distribution. Available to patients inside of the facility will be an educational pamphlet discussing approved indications of cannabis, proper use of the medicine, methods of consumption and handling any undesired effects from a potential adverse reaction. An educational chart depicting the breakdown of individual cannabinoids and the most well pronounced effects of each on certain debilitating medical conditions will be displayed. The

license of Middlesex Dispensary will be prominently positioned as well as the licenses, registrations and photographs of the manager and employees. An informational brochure emulating our website information will be distributed inside of the facility as well.

Middlesex Dispensary will display a 13 inch by 18 inch sign on the exterior wall near the entrance doorway. There will be no other exterior advertisement on site.

Web Template:

Middlesex Dispensary

"If we could see the miracle of a single flower clearly, our whole life would change" -Buddha

[Home](#) [Contact](#) [About](#) [FAQ](#) [Products](#) [Services](#)



Directions



Map data ©2013 Google Imagery ©2013, DigitalGlobe, U.S. Geological Survey

Thanks for visiting!



Hours of Operation

Monday: 9am-7pm
Tuesday: 9am-5pm
Wednesday: 9am-5pm
Thursday: 9am-5pm
Friday: 9am-3pm
Saturday: 9am-3pm
Sunday: Closed

Address

909 Newfield St
Middletown, Ct
06457

Middlesex Dispensary

"If we could see the miracle of a single flower clearly, our whole life would change" -Buddha

[Home](#) [Contact](#) [About](#) [FAQ](#) [Products](#) [Services](#)



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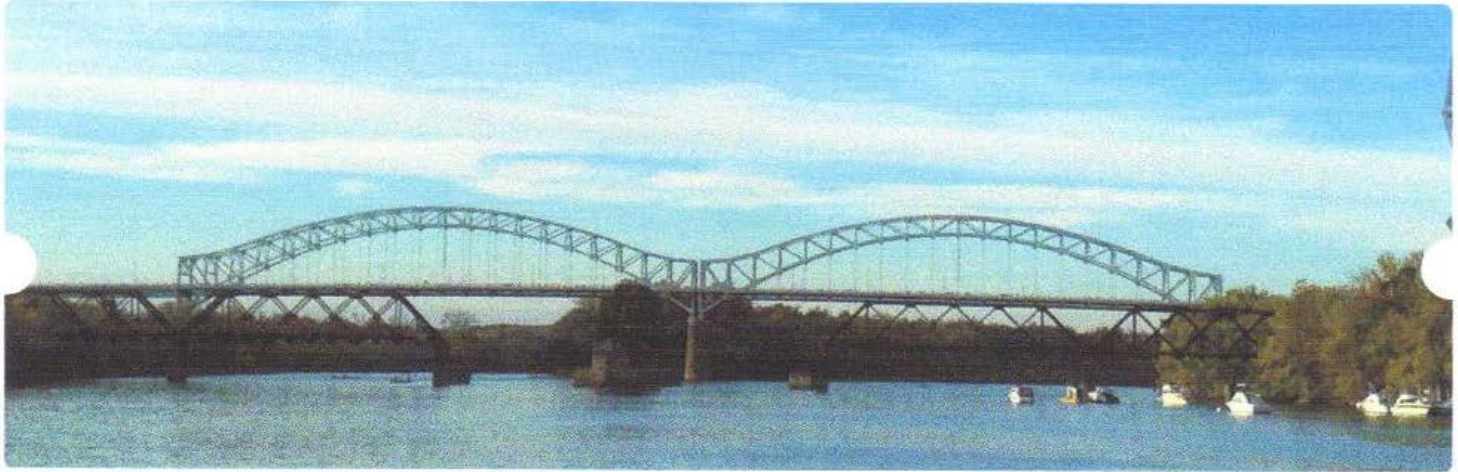
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"If we could see the miracle of a single flower clearly, our whole life would change" -Buddha

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06457

Middlesex Dispensary

"If we could see the miracle of a single flower clearly, our whole life would change" -Buddha

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Make an appointment online

Contact us with questions, comments, or to schedule an appointment.

Name *

Email Address *

Message *

Contact Information

Middlesex Dispensary

Phone: [enter phone number]

Email: [enter email address]

Hours of Operation

Monday: 9am-7pm

Tuesday: 9am-5pm

Wednesday: 9am-5pm

Thursday: 9am-5pm

Friday: 9am-3pm

Saturday: 9am-3pm

Sunday: Closed

Address

909 Newfield St

Middletown, Ct

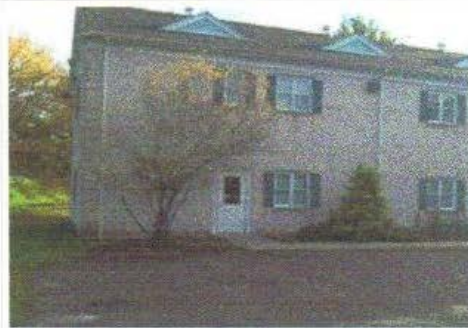
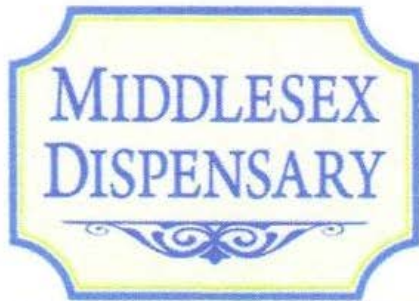
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Why us?

Middlesex Dispensary is dedicated to the relief of human suffering by providing lab-tested medical marijuana as an alternative therapy in a safe, accessible environment of care, respect, optimism and motivation.

- Handicapped accessible
- Free parking
- Private waiting area
- Clean facility
- Security with 24-hr video surveillance
- Well-trained, compassionate staff

At Middlesex Dispensary, we are focused on providing Medical Marijuana services with the highest levels of customer satisfaction - we will do everything we can to meet your expectations. With a variety of offerings to choose from, we're sure you'll be happy working with us. Look around our website and if you have any comments or questions, please feel free to contact us. We hope to see you again! Check back later for new updates to our website. There's much more to come!

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Frequently Asked Questions

Q. What are the qualifying conditions for patients in the State of Connecticut?

A. The eleven Debilitating Medical Conditions include; Cancer, Glaucoma, Positive Status for Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome, Parkinson's Disease, Multiple Sclerosis, Damage to the Nervous Tissue of the Spinal Cord with Objective Neurological Indication of Intractable Spasticity, Epilepsy, Cachexia, Wasting Syndrome, Crohn's Disease, and Post-Traumatic Stress Disorder.

Q. How do I become a Middlesex Dispensary patient?

A. You must be recommended by a Physician and follow the [State Application Process](#) . We look forward to serving you.

Q. When will Middlesex Dispensary be open to patients?

A. Middlesex Dispensary will be opening its doors on June 1, 2014, to begin patients registration and appointment scheduling. Product will be introduced as it becomes available.

Q. What are your Hours of Operation?

A. Middlesex Dispensary will be open:

Monday 9AM-7PM

Tuesday- Thursday 9AM-5PM

Friday-Saturday 9AM-3PM

We will be open to patients by appointment only to ensure each patient the attention and privacy they deserve.

Q. What should I bring to an appointment?

A. Patients must bring their State of Connecticut Medical Marijuana Identification Card, along with another form of Government photo identification, or birth certificate.

Q. Does Middlesex Dispensary accept out of state Medical Marijuana Licenses?

A. No, we can only honor Connecticut issued Medical Marijuana Licenses.

Q. Does Insurance cover Medical Marijuana?

A. No third party billing will be performed. Payment is cash or debit card only.

Middlesex Dispensary

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Products

Medical Marijuana products and accessories will be posted in the near future.

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Services

Counseling Service

The Dispensary will be available to answer questions and address concerns regarding the proper use of, and possible side effects of, the medicine.

Blood Pressure Screening

The Dispensary will be available to patients during their scheduled visit to perform a blood pressure screening measurement in a quiet, designated testing area set up in the counseling office.

Caregiver Services

The Dispensary will instruct the Caregiver as to the proper use of, and possible side effects of, the medicine. Referrals and links to organizations will be provided as additional Caregiver support.

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Middlesex Dispensary

909 Newfield St
Middletown Ct, 06457

860-917-6722

www.Mxdispensary.com

For Personal Service, call us at
866.900.PENS (7367)

Contact Us

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860-917-6722

www.mxdispensary.com

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REFRESH

Imprint Preview

Middlesex Dispensary
909 Newfield St. Middletown, CT
860-917-6722
www.mxdispensary.com



Product Options

Barrel: translucent purple

Grip: black

Ink (Not Imprint): black

Point Type: ballpoint

ClipOption: with clip

2 Select Quantity

Original Price: ~~\$0.99~~

Quantity	Regular Price
<input type="checkbox"/> 100	\$0.64
<input type="checkbox"/> 250	\$0.62
<input type="checkbox"/> 500	\$0.60
<input type="checkbox"/> 1000	\$0.58
<input type="checkbox"/> 2500	\$0.56
<input type="checkbox"/> 5000	\$0.54
<input type="checkbox"/> 10000	\$0.51

Save Up To 52%

+ \$15.95 Setup Charge

[What's this?](#)

Customize Your Premium Business Card: Front side

Full Name
Kathy M. Kalista RPh

Job Title
Facility Manager

Address Line 1
909 Newfield St

Address Line 2
Middletown, Ct 06457

Phone / Other 800# FREE Trial!

Email / Other FREE Business Email!

Web / Other FREE Website!
WWW.Mxdispensary.com

Company Name
Middlesex Dispensary

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Basic



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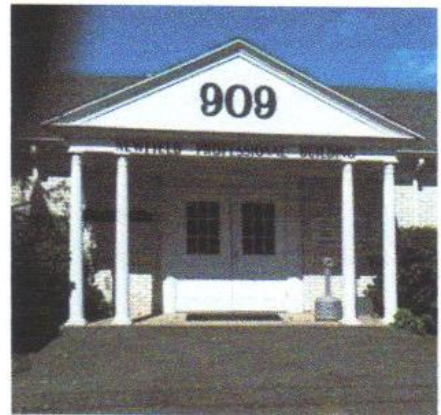
Advanced



Kathy M. Kalista RPh
Facility Manager

909 Newfield St
Middletown, Ct 06457

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Middlesex Dispensary
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- Grayscale Printing – \$6.99
- Blank Back side – INCLUDED

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Company Message

"If we could see the miracle of a single flower clearly, our whole life would change" -Buddha

More Options:

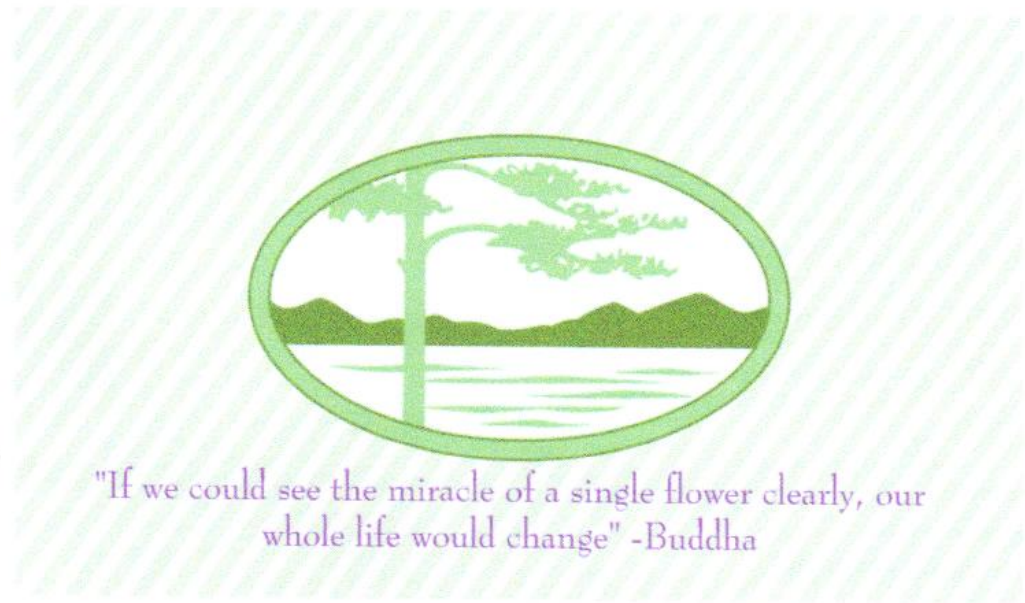
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Text

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Secured Payment:



PRODUCT INFORMATION SHEET

INGREDIENT NAME: Marijuana (Cannabis)

APPROVED USES: This medicine has a variety of properties with approved use in Connecticut for treatment of the following debilitating medical conditions: Cancer, Glaucoma, Multiple Sclerosis, Parkinsons Disease, Epilepsy, Cachexia, Aids or HIV positive, Wasting Syndrome, Crohns Disease, Post-Traumatic Stress Disorder and Damage to Spinal Cord Nerve Tissue with Objective Neurological Indication of Intractable Spasticity.

BEFORE USING THIS MEDICINE: Inform your Doctor or Dispensary of all prescription and over-the-counter medicine that you are taking. Inform you doctor of any other medical conditions, allergies, pregnancy or breast-feeding.

HOW TO USE THIS MEDICINE: There are several methods of consumption of this medicine. See Dispensary for information on methods of consumption. Follow the directions for using this medication provided by your doctor. If you miss a dose of this medicine, take it as soon as possible. If it almost time for your next dose, skip the missed dose and go back to your regular dosing schedule. Do not take 2 doses at one time. Keep this medicine in a tightly sealed container away from children.

CAUTIONS: Do not exceed the recommended dose or take this medicine for longer than prescribed without checking with your doctor. Exceeding the recommended dose may be habit-forming. This medication may cause drowsiness or dizziness. If dizziness occurs, rise slowly when sitting up or standing. Using this medicine alone, with other medications, or with alcohol may lessen your ability to drive or to perform other potentially dangerous tasks. **For women:** If you plan on becoming pregnant, discuss with your doctor the benefits and risks of using this medicine during pregnancy. This medicine is excreted in breast milk and patients should not breast feed while taking this medicine.

POSSIBLE SIDE EFFECTS: Side effects that may go away during treatment include drowsiness, dizziness, clumsiness, muscle weakness, anxiety or uneasiness, insomnia, changes in mood or behavior, short term memory loss, difficulty concentrating, hunger, thirst, red eyes or nausea. Check with your doctor as soon as possible if you experience vomiting, fast heart rate or irregular heartbeat. If you have questions or concerns about side effected, contact your Dispensary or other healthcare provider.

OVERDOSE: If overdose is suspected, contact your local poison control center or emergency department immediately. Symptoms of overdose may include extreme drowsiness, dry mouth, fast heartbeat, mood changes, slurred speech, loss of coordination and lightheadedness. There have been no deaths attributed to the overdose of marijuana.

HOW SUPPLIED: Dried flower, edibles, tinctures, capsules and salves

ADDITIONAL INFORMATION: Do not share this medicine with others for whom it was not prescribed. Do not use this medicine to treat other health conditions. Keep this, and all medicine out of the reach of children.

METHODS OF CANNABIS CONSUMPTION

SMOKING: The most traditional method of cannabis ingestion is by smoking the dried flower buds of the cannabis plant through a pipe (dry or water) or rolled into a cigarette. Most patients report that the effects of the medicine from smoking the dried plant are felt almost immediately but usually only last about ninety minutes. The individual patient and the cannabinoid content and potency of the strain of medicine are both contributing factors as to how long the effect of the dose is experienced. Our lab-tested medicine is free of additives, chemicals, molds and pesticides. Smoking any plant material on a regular basis may have a negative impact and we recommend that our patients use vaporizers or edible dosage forms whenever possible. Pipes should be cleaned routinely.

VAPORIZING: A vaporizer releases the therapeutic components of the plant at a much lower temperature than burning. The active ingredients are inhaled as a vapor rather than as smoke thus reducing the irritating effects and toxic byproducts of smoking. Patients will not experience a burning throat so may question whether or not they are actually receiving the medicine. Full effect will take a few minutes so patients are advised to wait 5 minutes before taking another dose. Many patients say that half the amount of medicine will provide twice the effect of smoking when vaporized.

EDIBLES: Food products are prepared with butter or oil that has been infused with cannabis. It may take twenty minutes to an hour to feel the full effects of edible cannabis and the therapeutic effects generally last much longer (up to four hours) and take longer to wear off than those of other consumption methods. Doses can be difficult to judge so we recommend that patients initially ingest a small portion and wait at least one hour to assess its effect to avoid over medication. If taken on an empty stomach will intensify the medicinal effect. Patients experience a more relaxing body effect than the cerebral high that often is a result of smoking or vaporization. Many patients use edibles an hour before bedtime to promote a more sound, restful slumber. Edibles can vary greatly in potency. Ingesting too much cannabis can cause dizziness, extreme drowsiness, inability to concentrate or focus, changes in blood pressure, rapid heartbeat and feelings of euphoria. Remain calm if you feel as though you have eaten too much medicine, stay hydrated and have something to eat. Familiar surroundings, cool air, dim lighting and soft music may help the patient feel at ease. Edible cannabis is safe and does not cause any long-term toxicity.

TINCTURES: A tincture is a highly concentrated alcohol solution and requires extreme caution when determining dosage levels, starting out small and analyzing effect before adding more.. They may be administered under the tongue or mixed with water or other nonfat beverages.

TOPICALS: Directly applied to the muscle or skin, topical preparations include lotions, salves, balms, creams, oils and sprays. They are completely non-psychoactive but have been reported to be effective for spasm relief, muscle stress/soreness, joint diseases like rheumatoid arthritis, restless leg syndrome, migraines and certain skin conditions such as psoriasis.

With the guidance of our staff, each patient should find which method of consumption is best suited for them to achieve optimal therapeutic results.

KEEP THIS AND ALL MEDICATION OUT OF THE REACH OF CHILDREN

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 Tuesday-Thursday 9AM-5PM
 Friday-Saturday 9AM-3PM
 Sunday CLOSED

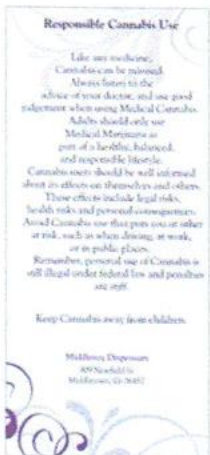
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 By appointment only

Text Field 5
 Kathy M. Kalista, RPh
 Facility Manager

Text Field 3
 860-917-6722

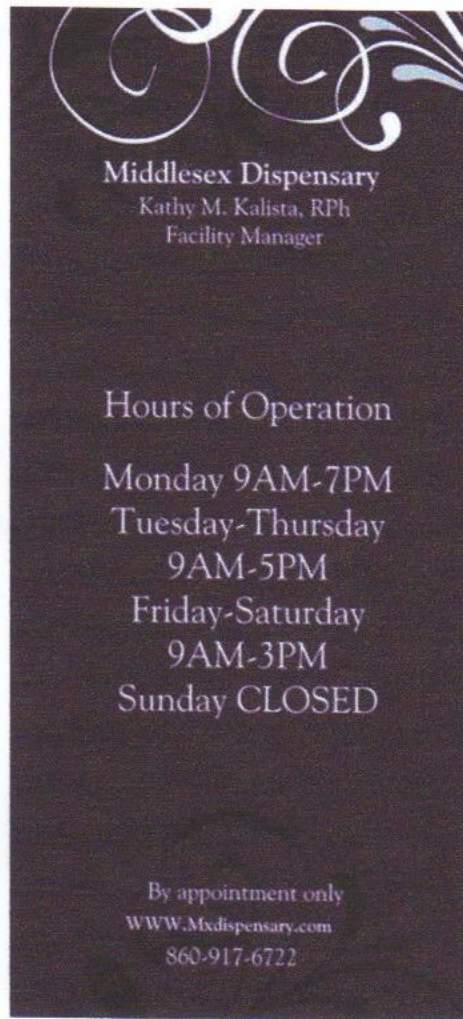
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About Us

About Us Text

Company Name
 Middlesex Dispensary

Address Line 1
 909 Newfield St

Address Line 2
 Middletown, Ct 06457

Address Line 3

Text Field 2
 Responsible Cannabis Use
 Like any medicine, Cannabis can be misused. Always listen to the advice of your doctor, and use good judgement when using Medical Cannabis. Adults should only use

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SIDE 2

Responsible Cannabis Use

Like any medicine, Cannabis can be misused. Always listen to the advice of your doctor, and use good judgement when using Medical Cannabis. Adults should only use Medical Marijuana as part of a healthy, balanced, and responsible lifestyle. Cannabis users should be well informed about its effects on themselves and others. These effects include legal risks, health risks and personal consequences. Avoid Cannabis use that puts you or others at risk, such as when driving, at work, or in public places. Remember, personal use of Cannabis is still illegal under federal law and penalties are stiff.

Keep Cannabis away from children.

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Trust

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- Trademark Matters

E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE

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

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;

See attached Articles of Organization and Operating Agreement for Middlesex Dispensary, LLC.

Acceptance of Business Filing for Middlesex Dispensary, LLC

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

OCTOBER 5, 2013

KATHY M. KALISTA
P.O. BOX 458
MOODUS, CT 06469

RE: Acceptance of Business Filing

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

Business Name:
MIDDLESEX DISPENSARY, LLC

Work Order Number: 2013286047-001
Business Filing Number: [REDACTED]
Type of Request: ARTICLES OF ORGANIZATION
File Date/Time: SEP 27 2013 08:30 AM
Effective Date/Time:
Work Order Payment Received: 120.00
Payment Received: 120.00
Credit on Account: .00
Customer Id: [REDACTED]
Business Id: [REDACTED]

FRANK GOULD
Commercial Recording Division
860-509-6003
WWW.CONCORD.SOTS.CT.GOV

BUSINESS FILING REPORT

WORK ORDER NUMBER:2013286047-001

BUSINESS FILING NUMBER: [REDACTED]

BUSINESS NAME:

MIDDLESEX DISPENSARY, LLC

BUSINESS LOCATION:

909 NEWFIELD ST.
MIDDLETOWN,CT 06457

MAILING ADDRESS:

PO BOX 458
MOODUS,CT 06469

MEMBER INFORMATION FOR ONE MEMBER:

NAME:KATHY M. KALISTA
TITLE:MANAGING MEMBER

** END OF REPORT **

Good Standing Certificate issued by the Secretary of State of the State of Connecticut

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that articles of organization for

MIDDLESEX DISPENSARY, LLC

a domestic limited liability company, were filed in this office on September 27, 2013. The following is
a list of all documents filed in this office:

Filing Type:	File Date/Time:	Effective Date/Time:
RESERVATION OF NAME	September 09, 2013 08:30 AM	
ARTICLES OF ORGANIZATION	September 27, 2013 08:30 AM	

Articles of dissolution have not been filed, and so far as indicated by the records of this office such
limited liability company is in existence.



Secretary of the State

Date Issued: October 19, 2013

Business ID: 1118262

Longform

Certificate Number: 2013305494001

Note: To verify this certificate, visit the web site <http://www.concord.sots.ct.gov>

OPERATING AGREEMENT
OF
MIDDLESEX DISPENSARY, LLC

DATED: SEPTEMBER 27, 2013

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THIS OPERATING AGREEMENT is made and entered into this 27th day of September, 2013, by and among the undersigned parties, who by their execution of this Operating Agreement have become members of the Middlesex Dispensary, LLC, a Connecticut limited liability company (hereinafter referred to as the “Company”).

WITNESSETH:

WHEREAS, the undersigned parties wish to enter into this Operating Agreement to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

NOW THEREFORE, in consideration of the foregoing recitals and premises and the mutual promises, covenants and conditions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

ARTICLE I **DEFINITIONS**

1.01. The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” shall mean the Connecticut Limited Liability Company Act, (P.A. 93-237) as codified at Conn. Gen. Stat. § 34-100 et seq. as the same may be amended from time to time.

“Articles” shall mean the Articles of Organization of the Company as originally filed with the Connecticut Secretary of State on September 27, 2013, as subsequently amended and in force from time to time.

“Capital Account” shall mean as of any given date the amount calculated and maintained by the Company for each Member as provided in Section 6.04 hereof.

“Capital Contribution” shall mean any contribution to the capital of the Company by a Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time or corresponding provisions of subsequent superseding federal revenue laws.

“Company” shall refer to the Middlesex Dispensary, LLC.

“Company Minimum Gain” shall be an amount determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company

Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Company Minimum Gain and increases and decreases in Company Minimum Gain are intended to be computed in accordance with Section 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member's share of Company Minimum Gain at the end of any Taxable Year equals: the sum of nonrecourse deductions allocated to that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and of that Member's predecessors in interest) aggregate share of the net decreases in Company Minimum Gain plus their aggregate share of decreases resulting from revaluations of Company Property subject to one or more Company Nonrecourse Liabilities.

"Company Nonrecourse Liability" shall mean any liability of the Company to the extent the liability is nonrecourse under state law and on which no Member or Related Person bears the economic risk of loss (as defined in Section 1.752-2 of the Regulations) with respect to the liability.

"Company Property" shall include any and all real property, tangible personal property and intangible personal property owned by the Company.

"Distributable Cash" shall mean all cash, revenues and funds received by the Company from operations, less the sum of the following to the extent paid or set aside by the Company: (1) all principal and interest payments on Company indebtedness and all other sums paid to the Company's lenders; (2) all cash expenditures made during the normal course of the Company's business; and (3) such Reserves as the Manager from time to time shall deem necessary for the proper operation of the Company's business.

"Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.

"Founding Manager" shall have the meaning set forth in Section 5.04 hereof.

"Founding Members" shall have the meaning set forth in Section 5.04 hereof.

"Initial Capital Contribution" shall mean the initial contribution to the capital of the Company by a Member, as determined pursuant to Section 6.01 hereof.

"Manager" or "Managers" shall mean a manager or managers of the Company, whose rights, powers and duties are specified in Article V hereof.

“Member” shall mean each Person that is identified as an initial Member in Article III hereof or is subsequently admitted as a Member (either as a transferee of a Membership Interest or as an additional Member) as provided in Article VIII hereof. A Person shall cease to be a Member at such time as he, she or it no longer owns any Membership Interest.

“Member Minimum Gain” shall be an amount determined by first computing for each Member Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Member Minimum Gain and increases and decreases in Member Minimum Gain are intended to be computed in accordance with Section 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member’s share of Member Minimum Gain at the end of any Taxable Year equals: the sum of nonrecourse deductions allocated to that Member (and to that Member’s predecessors in interest) up to that time and the distributions made to that Member (and to that Member’s predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member’s (and of that Member’s predecessors in interest) aggregate share of the net decreases in Company Minimum Gain plus their aggregate share of decreases resulting from revaluations of Company Property subject to one or more Member Nonrecourse Liabilities.

“Member Nonrecourse Liability” shall mean any liability of the Company to the extent the liability is nonrecourse under state law and on which no Member or Related Person bears the economic risk of loss (as defined in Section 1.752-2 of the Regulations) with respect to the liability.

“Membership Interest” shall mean the ownership interest of a Member in the Company. The Membership Interests may be recorded from time to time on a schedule attached to this Operating Agreement.

“Membership Interest Percentage” of each Member at any time shall be a percentage as initially designated by Members as provided in Exhibit A which may be adjusted pursuant to the provisions of Section 6.01 hereof upon the admission of a new Member.

“Net Profits” and “Net Losses” means, for each Taxable Year of the Company (or other period for which Net Profit and Net Loss must be computed) the Company’s taxable income or loss determined in accordance with Section 703(a) of the Code, with the following adjustments:

- (a) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Section 703(a)(I) of the Code shall be included in computing taxable income or loss;

(b) any tax exempt income of the Company, not otherwise taken into account in computing Net Profit or Net Loss, shall be included in computing taxable income or loss;

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

(d) gain or loss resulting from any taxable disposition of Company Property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;

(e) in lieu of the depreciations, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(f) notwithstanding any other provision of this definition, any items which are specifically allocated pursuant to Section 9.04 hereof shall not be taken into account in computing Net Profit or Net Loss.

“Nonrecourse Liabilities” Nonrecourse liabilities include both Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.

“Operating Agreement” shall mean this Operating Agreement, as originally executed and as amended from time to time.

“Person” shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

“Regulations” shall mean, except where the context indicates otherwise, the permanent or proposed and temporary regulations of Department of the Treasury under the Code as such Regulations may be lawfully changed from time to time.

“Related Person” shall mean a person having a relationship to a Member that is described in Section 1.752-4(b) of the Regulations.

“Reserves” shall mean with respect to any fiscal year, funds set aside or amounts reserved which the Manager deems sufficient to fund capital expenditures, working capital, taxes, insurance, debt service or other costs or expenses necessary or incident to the ownership or operation of the Company’s business.

“Taxable Year” shall mean the taxable year of the Company as determined pursuant to Section 706 of the Code.

ARTICLE II
PURPOSES AND POWERS OF COMPANY

2.01. Purposes. The purposes of the Company shall be to apply for a license and carry out all the obligations of a licensee under the statutes and regulations of the State of Connecticut with respect to palliative marijuana dispensaries including without limitation Section 21a-408h of the Connecticut General Statutes, Section 21a-408-14 of the Regulations of Connecticut State Agencies, as well as to engage in such other lawful acts or activities as are related or incidental to the foregoing purpose.

2.02. Powers. The Company shall have all powers and rights of a limited liability company organized under the Act, to the extent such powers and rights are not proscribed by the Company's Articles.

ARTICLE III
NAMES AND ADDRESSES OF INITIAL MEMBERS; PRINCIPAL OFFICE

3.01. Names and Addresses of Initial Members. The names and addresses of the initial Members and their respective Membership Interests are set forth in Exhibit A attached hereto and incorporated herein by reference.

3.02. Principal Office. The principal office of the Company shall initially be at 909 Newfield Street, Middletown, Connecticut 06457. The principal office may be changed from time to time by the Manager in her sole discretion.

ARTICLE IV
VOTING POWERS, MEETINGS, ETC. OF MEMBERS

4.01. In General. The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or otherwise participate with respect to matters relating to the Company shall be limited to those matters as to which the express terms of the Act, the Articles or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

4.02. Actions Requiring Approval of a Majority of Members.

(a) Notwithstanding any other provision of this Operating Agreement, the affirmative vote of the Members holding a majority of the Membership Interests shall be required in order for any of the following actions to be taken on behalf of the Company:

(i) Amending the Articles or this Operating Agreement in any manner that materially alters the preferences, privileges or relative rights of the Members.

(ii) Electing the Managers as provided in Article V hereof.

(iii) Taking any action that would make it impossible to carry on the ordinary business of the Company.

(iv) Confessing a judgment against the Company in excess of \$5,000.

(v) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.

(vi) Loaning the Company funds in excess of \$10,000 per year to any Member.

(vii) Borrowing funds in the Company name in excess of \$10,000.

(b) Notwithstanding any other provision of this Operating Agreement, the affirmative unanimous vote of the Members shall be required for any individual expenditure by the Company in excess of \$25,000.

(c) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of the Members holding a majority of the Membership Interests shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 4.02(a) above or any other matters that require the approval or consent of the Members.

4.03. Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article.

4.04. Meetings. Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager, and shall be called at the request of the Members holding a majority of the Membership Interests or any two (2) Members, or such lesser number of Members as are Members of the Company.

4.05. Place of Meeting. The place of any meeting of the Members shall be the principal office of the Company, unless another place, either within or outside the State of Connecticut, is designated by the Manager.

4.06. Notice of Meetings. Written notice stating the place, day and hour of any meeting of the Members and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager, to each Member entitled to vote at such meeting, unless the Act or the Articles require different notice.

4.07. Conduct of Meetings. All meetings of the Members shall be presided over by a chairperson of the meeting, who shall be a Manager, or a Member designated by the Manager. The chairperson of any meeting of the Members shall determine the order of business and the procedure at the meeting, including regulation of the manner of voting and the conduct of discussion, and shall appoint a secretary of such meeting to take minutes thereof.

4.08. Participation by Telephone or Similar Communications. Members may participate and hold a meeting by means of conference telephone or similar communications equipment by means of which all Members participating can hear and be heard, and such participation shall constitute attendance and presence in person at such meeting.

4.09. Waiver of Notice. When any notice of a meeting of the Members is required to be given, a waiver thereof in writing signed by a Member entitled to such notice, whether given before, at, or after the time of the meeting as stated in such notice, shall be equivalent to the proper giving of such notice.

4.10. Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one (1) or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite number or percentage of such Members necessary for adoption or approval of such matter on behalf of the Company. By way of example and not limitation, the Members holding a majority of the Membership Interests may take action as to any matter specified in Section 4.02 hereof by signing one (1) or more written consents approving such action, without obtaining signed written consents from any other Members. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

4.11. Compliance Required. All Members shall comply with all state laws and regulations relating to Palliative Use of Marijuana, including but not limited to Sections 21a-408 through 21a-408(q) of Chapter of 420f of the Connecticut General Statutes and the regulations promulgated thereunder.

ARTICLE V

MANAGEMENT RIGHTS AND DUTIES OF MANAGERS

5.01. Management. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of and the business and affairs of the Company shall be managed by one (1) or more Managers. Subject to the provisions of the Articles and this Operating Agreement, the Manager shall direct, manage and operate the Company in a prudent and businesslike manner. The Manager shall have full and complete authority, power and discretion to operate the business, and manage the affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

5.02. Certain Powers of Managers. Subject to the provisions set forth in the Articles and this Operating Agreement and in addition to the powers and duties set forth in Section 5.01 hereof, the powers of Manager shall include, but shall not be limited by, the following to be exercised on behalf of the Company:

(a) Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

(c) Collecting funds due to the Company.

(d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company.

(e) To the extent that funds of the Company are available therefor, paying debts and obligations of the Company.

(f) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, investment advisors, brokers, accountants and attorneys on such terms and for such compensation as the Manager shall determine, notwithstanding the fact that the Manager or any Member may have a financial interest in such firms or corporations.

(g) Making any and all elections available to the Company under the Code in the Manager's sole discretion; including but not limited to an election under Section 754 of the Code.

(h) Obtaining general liability, property and other insurance for the Company, as the Manager deems proper.

(i) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 4.02 hereof.

(j) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

(k) Registering the Company as a tax shelter with the Secretary of the Treasury and furnishing to such Secretary lists of investors in the Company, if required pursuant to applicable provisions of the Code.

5.03. Election, Etc. of Managers.

(a) The Members hereby unanimously elect Kathy M. Kalista, as the initial Manager of the Company, to serve until successors shall be duly elected and qualified by the Members holding a majority of the Membership Interests.

(b) Subject to the provisions of Section 5.04 below, the Members shall elect by the vote of the Members holding a majority of the Membership Interests one (1) or more Persons to serve as Managers until their respective successors are duly elected and qualified. In addition, if any Person resigns or otherwise vacates the office of Manager, the Members shall elect by the vote of the Members holding a majority of the Membership Interests a replacement Manager to serve the remaining term of such office, unless one (1) or more other Persons then serve as Managers and the Members determine not to fill such vacancy. A Manager may, but shall not be required to, be elected from among the Members. A Manager may be a natural person or an Entity. Notwithstanding any of the foregoing provisions, the rights of the Members to elect and remove Managers shall be subject at all times hereunder to the restrictions set forth in Section 5.04 hereof.

5.04. Voting Agreement. For so long as Kathy M. Kalista and Thomas J. Morrison (hereinafter referred to as the “Founding Members”) are Members and have not consented otherwise in writing, each Founding Member agrees at all times to vote his or her entire Membership Interest (whether in the election of Managers or in any vote to remove a Manager) so as to cause the Kathy M. Kalista (the “Founding Manager”), or such Person(s) whom they designate by mutual agreement, to be the sole and exclusive Manager of the Company. At such time as all of the Founding Members have ceased to be Members, the covenants contained in this Section shall terminate.

5.05. Action by Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, the vote, approval or consent of a majority of the Managers, if more than one (1) Manager is elected by the Members hereunder, shall be necessary and sufficient for the Managers to take any action on behalf of the Company that the Managers are authorized to take pursuant to the Act, the Articles or this Operating Agreement.

5.06. Execution of Documents and Other Actions. At any time when there are two (2) or more Managers serving, the Managers may delegate to one (1) or more of their number the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided in Section 5.05 hereof.

5.07. Single Manager. If at any time there is only one (1) Person serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to “Managers” shall be deemed to refer to such single Manager.

5.08. Reliance by Other Persons. Any Person dealing with the Company, other than a Member, may rely on the authority of a particular Manager or Managers in taking any action in the name of the Company, if such Manager or Managers provide to such Person a copy of the applicable provision of this Operating Agreement and/or the resolution or written consent of the Manager or Members granting such authority, certified in writing by such Manager or Managers to be genuine and correct and not to have been revoked, superseded or otherwise amended.

5.09. Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his, her or its capacity as a Manager. The amount of such salary shall be determined by the Manager and consented to by the Members, which consent shall not be unreasonably withheld or delayed. The Company shall reimburse any Manager for reasonable out-of-pocket expenses that were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the ongoing conduct of the Company's business, or the dissolution and winding up of the Company and its business.

5.10. Competition. During the existence of the Company, the Manager shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Manager, for her own account and for the account of others, may engage in other business ventures which may compete with the business, investments and affairs of the Company. Each Member hereby expressly consents to the continued and future ownership, management and operation by the other Members or the Manager of such other business ventures and waives any claim for damages or otherwise, or rights to participate therein or with respect to the operation and profits or losses thereof.

5.11. Indemnification. The Company shall indemnify each Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act, except for willful misconduct, gross negligence or breach of fiduciary duty. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Manager may be entitled. The Manager may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

5.12. Liability of Managers. So long as the Manager acts in good faith with respect to the conduct of the business and affairs of the Company, such Manager shall not be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing that he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct, gross negligence or breach of fiduciary duty, and further except for material breaches of contractual obligations or agreements between the Manager and the Company and material breaches of this Operating Agreement.

ARTICLE VI
CONTRIBUTIONS TO THE COMPANY AND DISTRIBUTIONS

6.01. Initial Capital Contributions. Each Member, upon the execution of this Operating Agreement, shall make as an Initial Capital Contribution the amount shown on Exhibit A, which is attached hereto. The Initial Capital Contribution to be made by any Person who hereafter is admitted as a Member and acquires his, her or its Membership Interest from the Company shall be determined by the vote of the Members holding a majority of the Membership Interests. The fair market value of any property other than cash or widely traded marketable securities to be contributed as Initial Capital Contributions or as additional Capital Contributions, as the case may be, shall be (a) agreed upon by the Contributing Member and a majority of interest of the Members before contribution, or (b) determined by a disinterested appraiser selected by the Manager.

6.02. Additional Capital Contributions. No Member shall be required to make any Capital Contribution in addition to his, her or its Initial Capital Contribution. The Members may make additional Capital Contributions to the Company only if such additional Capital Contributions are made *pro rata* by all the Members or all the Members consent in writing to any *non-pro rata* contribution. The fair market value of any property other than cash or widely traded marketable securities to be contributed as an additional Capital Contribution shall be (a) agreed upon by the contributing Member and a majority in interest of the Members before contribution, or (b) determined by a disinterested appraiser selected by the Members.

6.03. Interests and Return of Capital Contribution. No Member shall receive any interest on his, her or its Capital Contribution. Except as otherwise specifically provided for herein, the Members shall not be allowed to withdraw or have refunded any Capital Contribution.

6.04. Capital Accounts. Separate Capital Accounts shall be maintained for each Member in accordance with Section 1.704-1(b) of the Regulations and the following provisions:

(a) To each Member's Capital Account there shall be credited: (1) the amount of cash or the fair market value of property of such Member's Initial Capital Contribution; (2) the amount of cash and the agreed upon fair market value of property subsequently contributed by such Member to the Company (net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to pursuant to Section 752 of the Code); and (3) such Member's distributive share of Net Profits and of any separately allocated items of income or gain including income and gain exempt from federal income tax.

(b) To each Member's Capital Account there shall be debited: (1) the amount of cash distributed to such Member pursuant to any provision of this Operating Agreement; (2) the fair market value of any property distributed to such Member pursuant to any provision of this Operating Agreement (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to pursuant to Section 752 of the Code); and (3) such Member's distributive share of Net Losses and of any separately allocated items of Net Loss.

(c) In the event any interest in the Company is transferred in accordance with the terms of this Operating Agreement, the transferee shall succeed to the Capital Account of the transferor in proportion to the percentage of the transferor's interest transferred.

(d) The Capital Account shall also include a *pro rata* share of the fair market value of any property contributed by a person who is not a Member, such value to be the same value reported for federal gift tax purposes if a gift tax return is filed, and if not, the value in the case of real property shall be determined by an independent M.A.I. appraiser actively engaged in appraisal work in the area where such property is located and selected by the Manager, and otherwise by the certified public accountant or accountants then serving the Company.

In all cases, Capital Accounts will be maintained in accordance with the requirements of Section 704(b) of the Code and the Regulations promulgated thereunder.

6.05. Loans to the Company. If the Company has insufficient funds to meet its obligations as they come due and to carry out its routine, day-to-day affairs, then, in lieu of obtaining required funds from third parties or selling its assets to provide required funds, or in lieu of any additional Capital Contributions being made by one (1) or more of the Members (either *pro rata* or *non-pro rata*) the Company may, but shall not be required to, borrow necessary funds from one (1) or more of the Members, including the Manager, as determined by the Manager; provided that the terms of such borrowing shall be commercially reasonable. Any such loans shall bear interest at the greater of: (a) the prime rate as established from time to time as published in the *Wall Street Journal* as of the date of the loan plus two percent (2%); or (b) the applicable federal rate determined under Code Section 1274(d), in effect at the time of the loan.

6.06. Effect of Sale or Exchange. In the event of a permitted sale or other transfer of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee in proportion to the percentage of the transferor's interest transferred.

6.07. Allocations. Except as otherwise provided in Section 6.09 hereof, all items of Net Profit or Net Loss, as well as any other items of income, gain, loss, deduction and credit, whether resulting from the Company's operations or in connection with its dissolution, shall be allocated to the Members for federal, state and local income tax purposes in proportion to their respective Membership Interests.

6.08. Distributions.

(a) Operating and Capital Distributions. All distributions of Distributable Cash or other property (except upon the Company's dissolution, which shall be governed by the applicable provisions of the Act and Article IX hereof) shall be made to the Members in proportion to their respective Membership Interests. All distributions of Distributable Cash or property shall be made at such time and in such amounts as determined solely by the Manager in his unconditional and absolute discretion. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members

from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section.

(b) Tax Make Whole Distributions. Notwithstanding anything to the contrary contained in the foregoing, for taxable years after the effective date of this Operating Agreement, the Manager will pay to each Member on or before ninety (90) days after the preceding taxable year, an amount of money equal to each such Member's allocable share of the Company's federal taxable income times the highest marginal combined federal and state income tax rate of any Member of the Company, nevertheless limited to the extent that the Company on an aggregate and cumulative basis has realized taxable income when taking into account the Company's taxable income, gains and losses for each year from and after the effective date of this Operating Agreement, again applied on a cumulative basis. By way of illustration, if the Company realizes a \$500,000 taxable loss in 2014 and \$400,000 taxable income in 2015, there will be no tax make whole distributions to the Members relating to either taxable year because on a cumulative basis the Company did not realize in the aggregate any taxable income. The Company and each Member hereby acknowledge that these distributions are being made solely to provide each of the Members with the requisite amount of proceeds needed to timely and properly pay each of the Member's federal and state income tax liabilities incurred or accrued on account of the ownership of Membership Interests and the Capital Accounts of the Members of the Company. Taxable income shall be determined based upon the Company's federal taxable income as shown on the Internal Revenue Service Form 1065, Schedule K-1, submitted and delivered to each Member, but in no event shall such so called "tax make whole distributions" exceed the highest marginal combined federal and state income tax rate applicable to any Member. The balance of the Member's undistributed amount of Company taxable income shall be distributed to the Member at such time and in such amounts as the Manager of the Company shall determine from time to time as the Company's cash flow may prudently permit.

6.09. Allocations with Respect to Contributed Property. If, at any time during the Company's existence, any Member contributes to the Company property with an adjusted basis to the contributing Member which is more or less than the agreed fair market value and such property is accepted by the Company at the time of its contribution, the taxable income, gain, loss, deductions and credits with respect to such contributed property for tax purposes only (but not for purposes of calculating the Members' respective Capital Accounts) shall be shared among the Members so as to take account of the variation between the basis of the property to the Company and its agreed fair market value at the time of contribution, pursuant to Section 704(c) of the Code, utilizing the so-called "traditional method" as set forth in the Regulations promulgated under Section 704 (c) of the Code.

6.10. Company Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain for a Taxable Year, each Member must be allocated items of income and gain for that Taxable Year equal to that Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share of any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum

gain is caused by the revaluation. A Member is not subject to the Company Minimum Gain Chargeback requirement to the extent the Member's share of the net decrease in Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of Section 1.752-2 of the Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

6.11. Member Minimum Gain Chargeback. If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain ("partner minimum gain" as determined under Section 1.704-2(i)(5) of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain. A Member's share of the net decrease in Member Minimum Gain is determined in a manner consistent with the provisions of Section 1.704-2(g)(2) of the Regulations. A Member is not subject to this Member Minimum Gain Chargeback, however, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be a Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to Section 704(b) of the Code.

6.12. Qualified Income Offset. Notwithstanding any provision of this Operating Agreement to the contrary, in the event that a deficit in a Member's Capital Account is created or increased (taking into account any allocations, adjustments, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6) of the Regulations) in excess of such Member's share of Company Minimum Gain, plus any amount that the Member is obligated to restore to the Company, such Member will be allocated items of income and gain (consisting of a *pro rata* portion of each item of Company income and gain for such year) in an amount and manner sufficient to offset such off settable decrease as quickly as possible.

ARTICLE VII **RECORDS, REPORTS, ETC.**

7.01. Records. The Company shall maintain and make available to the Members its records to the extent provided in the Act.

7.02. Financial and Operating Statements and Tax Returns. Within seventy-five (75) days from the close of each fiscal year of the Company, the Manager shall cause to be delivered to each Member a statement setting forth such Member's allocable share of all tax items of the Company for such year, and all such other information as may be required to enable each Member to prepare his, her or its federal, state and local income tax returns in accordance with

all then applicable laws, rules and regulations. The Manager also shall cause to be prepared and filed all federal, state and local income tax returns required of the Company for each fiscal year.

7.03. Banking. The funds of the Company shall be kept in one (1) or more separate bank accounts in the name of the Company in such banks or other federally insured depositories as may be designated by the Manager, or shall otherwise be invested in the name of the Company in such manner and upon such terms and conditions as may be designated by the Manager. All withdrawals from any such bank accounts or investments established by the Manager hereunder shall be made on such signature or signatures as may be authorized from time to time by the Manager. Any account opened by the Manager for the Company shall not be commingled with other funds of the Manager, Members or interested persons.

7.04. Power of Attorney.

(a) Each Member does hereby irrevocably constitute and appoint the Manager serving in office from time to time, and each of them, as such Member's true and lawful attorney, in his or her name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file from time to time any and all of the following:

(i) Any certificate or other instrument that may be required to be filed by the Company or the Members under the laws of the State of Connecticut or under the applicable laws of any other jurisdiction in order to conduct business in any such jurisdiction, to the extent the Manager deems any such filing to be necessary or desirable.

(ii) Any amendment to the Articles adopted as provided in this Operating Agreement.

(iii) Any certificates or other instruments that may be required to effectuate the dissolution and termination of the Company pursuant to the provisions of this Operating Agreement.

(b) It is expressly understood, intended and agreed by each Member for himself or herself, his or her successors and assigns that the grant of the power of attorney to the Manager pursuant to subsection (a) is coupled with an interest, is irrevocable, and shall survive the death or legal incompetency of the Member or such assignment of his or her Membership Interest.

(c) One of the ways that the aforementioned power of attorney may be exercised is by listing the names of the Members and having the signature of the Manager or Managers, as attorney-in-fact, appear with the notation that the signatory is signing as attorney-in-fact of the listed Members.

7.05. Tax Matters Partner. The Members hereby designate Kathy M. Kalista, a Founding Member and the Founding Manager, as the tax matters partner pursuant to Section 6231(a)(7) of the Code. Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a notice partner within the meaning of

Section 6223 of the Code. Any Member who is designated tax matter partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the Manager.

7.06. Compliance. The Manager hereby agrees to execute, file and record, all such other certificates and documents, and to do such other acts as may be appropriate to comply with all requirements for the formation, continuation and operation of the Company, the ownership of property and the conduct of business under the laws of the State of Connecticut and any other jurisdiction in which the Company may own property or conduct business, including, without limitation, qualification of the Company as a foreign limited liability company in any state in which such qualification is required.

ARTICLE VIII **ASSIGNMENT; RESIGNATION**

8.01. Assignment Generally. Except as otherwise specifically provided in this Operating Agreement, each Member hereby covenants and agrees that he will not sell, assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise dispose of all or any part of his, her or its interest in the Company to any person, firm, corporation, trust or other entity.

8.02. Lifetime Transfers. In the event that a Member shall, during his or her life, desire to transfer, whether by sale or gift, or encumber any portion or all of his or her Membership Interest, or have any portion or all of his or her Membership Interest attached, garnished, liened or levied upon or subject to a cause of action attempting to so attach, garnish, lien or levy, and shall not have received the prior written consent of the Company, then such Member may transfer or encumber such Membership Interest or such Member may allow or permit the involuntary attachment, garnishment, lien or levy only after offering such Membership Interest to the Company in the following manner:

(a) The Member desiring to transfer or encumber all or part of his or her Membership Interest or in the event all or part of the Membership Interest owned by the Member is attached, garnished, liened or levied upon, the Member (hereinafter the “Offeror”) shall serve written notice (hereinafter the “Notice”) upon the Company by certified mail stating the percentage of the Member’s Membership Interest to be transferred or encumbered, as the case may be, the name and address of the proposed transferee or proposed or encumberer, as the case may be, and the purchase price and terms of payment of such proposed transfer or the terms of any such proposed or actual encumbrance, as the case may be. In the event of an intended sale or gift or other similar transfer or encumbrance created and established by the affirmative actions of the Offeror, said Notice shall also contain an offer to sell such Membership Interest to the Company, at the lesser of either (i) the purchase price as established as set forth in Section 8.03(e) below, which purchase price shall be payable in accordance with the provisions of Section 8.03(f) hereof, or (ii) the same price and upon the same terms and conditions set forth in any *bona fide* offer received by the Offeror or the proposed encumbrance, as the case may be, as set forth in the Notice. In the event of an involuntary attachment, garnishment, lien or levy of the Offeror’s Membership Interest, then said Notice shall also contain an offer to sell such Membership

Interest to the Company at the purchase price established as set forth in Section 8.03(e) below, which purchase price shall be payable in accordance with the provisions of Section 8.03(f) hereof.

(b) The Company shall have the option but not the obligation, exercisable within thirty (30) days of the date of the receipt of the Notice, to elect in writing to purchase all of the Membership Interest offered by the Offeror.

(c) In the event the Company shall fail to elect to purchase, in the aggregate, all of the offered Membership Interest, then the Offeror shall be free to withdraw the offer and to transfer or encumber such unpurchased Membership Interest, as the case may be, to the person or persons named in the Notice; provided, however, that in the event no such transfer or encumbrance shall be completed within one hundred twenty (120) days following the date of the Notice, no transfer or encumbrance of Membership Interest shall hereafter be made without again giving the Notice and successive options herein required.

8.03. Purchase of Certain Membership Interests.

(a) If an Option Event (as defined below) occurs with respect to any Member (hereinafter referred to as an "Option Member"), the other Members (the "Remaining Members") and the Company shall have the option to purchase the Option Member's Membership Interest upon the terms and conditions set forth in this Section 8.03. For purposes of the foregoing, an "Option Event" shall mean (i) the death or dissolution of a Member, (ii) if a Member ceases to be an employee of the Company, or any subsidiary or affiliate of the Company for any reason, including retirement, disability (as defined herein) and voluntary or involuntary termination, or for no reason, (iii) the inability of a Member to pay his, her or its debts generally as they become due, (iv) any assignment by a Member for the benefit of his, her or its creditors, (v) the filing by a Member of a voluntary petition in bankruptcy or similar insolvency proceedings, or (vi) the filing against a Member of an involuntary petition in bankruptcy or similar insolvency proceeding that is not dismissed within ninety (90) days thereafter. The term "Option Member" shall include an Option Member's personal representative or trustee in bankruptcy, to the extent applicable.

(b) Upon any Option Event occurring to an Option Member, the Option Member shall deliver written notice of the occurrence of such Option Event to the Remaining Members and the Company (the "Option Notice"). Each Remaining Member shall have the option, exercisable within thirty (30) days of the date of the Option Notice to elect in writing to purchase that portion of Option Member's Membership Interest owned by the Option Member which is derived by applying to such Option Member's Membership Interest, a ratio equal to the ratio which such purchasing Member's Membership Interest bears to the total of the Membership Interest of all Members calculated without regard to the Membership Interest of the Option Member. In the event that a Remaining Member shall fail to exercise such option to purchase, then such unpurchased Option Member's Membership Interest shall, again, be offered to the other Remaining Members by the Option Member as hereinabove provided. Each of the Remaining Members shall have ten (10) days from the date of the second Option Notice of such new offer to elect in writing to purchase that number of such offered but unpurchased Option

Member's Membership Interest which is derived by applying to such Option Member's Membership Interest, a ratio equal to the ratio which such purchasing Member's Membership Interest bears to the total of the Membership Interest of all Members calculated without regard to the Membership Interest of the Option Member and all other Remaining Members declining to purchase such offered Option Member's Membership Interest. Such option shall entitle the Remaining Members to purchase such Option Member's Membership Interest for the fair market value of such Option Member's Membership Interest as determined in Section 8.03(e). The Remaining Members shall pay the Purchase Price as set forth in Section 8.03(f). Each of the Remaining Members shall notify the Company of his, her or its intention not to purchase such Option Member's Membership Interest prior to the expiration of the aforementioned thirty (30) day option period.

(c) If all of the Remaining Members fail to purchase any or all of such Membership Interest, then such unpurchased Option Member's Membership Interest shall then be offered to the Company. The Company shall have the option, but not the obligation, to purchase the Option Member's Membership Interest at any time during the sixty (60) day period immediately following the date on which it receives notice that the Remaining Members failed to purchase any or all of such Option Member's Membership Interest. Such option shall entitle the Company to purchase such Option Member's Membership Interest for the fair market value of such Option Member's Membership Interest. The consent of all the Managers shall be required to authorize the exercise of such option by the Company. Such option must be exercised by delivery of a written notice from the Company to the Option Member during the aforementioned period. Upon delivery of such notice the exercise of such option shall be final and binding on the Company and the Option Member.

(d) If the foregoing options are not exercised, the business of the Company shall continue, and the Option Member or his or her successor in interest shall retain his, her or its Membership Interest.

(e) The fair market value of the Option Member's Membership Interest shall be determined as expeditiously as possible by a disinterested appraiser mutually selected by the Option Member and the Remaining Members or the Company (the Company's selection being made by the Manager), as the case may be. If the Option Member and the Remaining Members or the Company, as the case may be, are unable to agree on a disinterested appraiser, then the Option Member and the Remaining Members or the Company, as the case may be, shall each select a disinterested appraiser and if the disinterested appraisers selected are not able to agree as to the fair market value of the interest, then the two (2) disinterested appraisers shall select a third (3rd) disinterested appraiser who shall determine the fair market value. The determination of the fair market value of the Option Member's Membership Interest by the appraiser or appraisers shall be conclusive and binding on all parties. All costs of an appraiser mutually selected by the Option Member and the Remaining Members or the Company, as the case may be, or the two (2) disinterested appraisers, as the case may be, shall be shared equally by the Option Member and the Remaining Members or the Company, as the case may be. All costs of an individually selected appraiser shall be borne by the party selecting such appraiser. Notwithstanding anything to the contrary contained herein, if the Member shall be terminated for cause, then the purchase price to be paid for his or her Membership Interest shall be reduced by

fifty percent (50%) in recognition of the economic loss suffered and incurred by the Corporation on account of the Member's actions leading to termination for cause.

(f) If the option to purchase the Option Member's Membership Interest is exercised by the Remaining Members or the Company, as the case may be, then not later than thirty (30) days after the date on which the appraisal described above is complete (hereinafter referred to as the "Appraisal Date"), the Remaining Members or the Company, as the case may be, shall either make a payment in the case of the Remaining Members or the Company shall make a distribution of property (which may be cash or other assets of the Company) to the Option Member with a value equal in amount to the Purchase Price; provided, however, that at the election of the Remaining Members or the Company, as the case may be, such payment by the Remaining Members or Company distribution to the Option Member may be made as follows: ten percent (10%) of the Purchase Price payable to the Option Member on or before the thirtieth day after the Appraisal Date (the "Closing") and the balance of the Purchase Price payable in equal monthly installments of principal and interest over a period of sixty (60) months, commencing within one (1) month of the date of the Closing, with interest to accrue on the unpaid balance at the greater of: (i) the applicable federal rate determined under Section 1274(d) of the Internal Revenue Code of 1986 or any successor statute thereto; or (ii) the prime rate as set forth in the *Wall Street Journal* on the date of the Closing plus two (2) percentage points. The debt for the Purchase Price shall be evidenced by a promissory note in favor of the Option Member. The Remaining Members or the Company, as the case may be, may accelerate without penalty all of such installments at any time or any part of such installment at any time.

(g) If at a time when the Remaining Members or the Company, as the case may be, has an option to purchase an Option Member's Membership Interest, it is prohibited from purchasing all or any portion of such Membership Interest pursuant to the Act or any loan agreement or similar restrictive agreement, the Option Member and the Remaining Members shall, to the extent permitted by law, take appropriate action to adjust the value of the Company's assets from book value to a fair valuation based on accounting practices and principles that are reasonable under the circumstances in order to permit the Company to purchase such Membership Interest. If the Company becomes obligated to purchase an Option Member's Membership Interest under this Section and the above action cannot be taken or does not create sufficient value to permit the Company to do so, the Company shall be obligated to purchase the portion of the Membership Interest it is permitted to purchase.

(h) In order to fund any obligations under this Operating Agreement, the Company or the Remaining Members may maintain such life insurance policies on the lives of one (1) or more Members as the Members determine from time to time to be desirable.

(i) For purposes of this Operating Agreement, a Member who is an employee of the Company or an affiliate or subsidiary of the Company shall become "disabled" or subject to a "disability" when he or she shall be subject to any incapacity resulting from sickness or accidental bodily injury, that: (i) prevents the Member from performing the historic and essential duties of his or her occupation or position (as may be defined in the Member's employment agreement, if any, or as may be set forth in the by-laws of the Company) with the Company at the time of the onset of such sickness or the occurrence of such accidental bodily injury, for a

period of at least (1) three hundred and sixty-five (365) consecutive days or (2) two hundred seventy-five (275) nonconsecutive days over a period of five hundred forty-eight (548) consecutive days; and (ii) requires the regular care and treatment of a physician. A Member shall be deemed “disabled” or subject to a “disability” upon the expiration of such applicable three hundred and sixty-five (365) consecutive day period or two hundred seventy-five (275) nonconsecutive day period, as the case may be. A Member shall not be considered to be “disabled” or subject to a “disability” if he or she is employed in any capacity with the Company during such period; provided, however, that a Member shall not be considered to be employed if he or she is merely receiving continued salary payments from the Company pursuant to the disability provisions of an employment agreement. In the event of any dispute as to a Member’s status as disabled, the determination by the insurer issuing the disability buy-sell insurance policy on the Member purchased by the Company shall control, and such determination shall be binding upon the Member, the Company and all interested parties; provided, however, that in the event a disability buy-sell insurance policy on the Member has not been purchased in conjunction with this Agreement, then the determination of whether the Member is disabled shall be made by two (2) physicians, one (1) chosen by the Member (or his or her legal representative) and one (1) chosen by the Company. In the event the two (2) physicians determine that the Member is disabled or subject to a disability as defined herein, then such determination shall control and be binding upon the Member, the Company and all interested parties. In the event the two (2) physicians cannot concur on a final opinion, they shall choose a third consulting physician whose opinion shall control. All costs associated with such determination shall be borne by the Company. The term “physician” shall mean a doctor licensed to practice in the State of Connecticut, specializing in the area of the claimed sickness or injury.

8.04. Absolute Prohibition. Notwithstanding any other provision in this Article VIII, the Membership Interest of a Member, in whole or in part, or any rights to distributions therefrom, shall not be sold, exchanged, conveyed, assigned, pledged, hypothecated, subjected to a security interest or otherwise transferred or encumbered, if, as a result thereof, the Company would be terminated for federal income tax purposes in the opinion of counsel for the Company or such action would result in a violation of federal or state securities laws in the opinion of counsel for the Company.

8.05. Members Acquiring Membership Interest from Company. No Person, other than the Founding Members, who acquires a Membership Interest from the Company shall be admitted as a Member of the Company, except upon the unanimous consent of the Members.

8.06. Effect of Prohibited Action. Any transfer or other action in violation of this Article shall be void *ab initio* and of no force or effect whatsoever.

8.07. Rights of an Assignee. If an assignee of a Membership Interest is not admitted as a Member because of the failure to satisfy the requirements of Article VIII hereof, such assignee shall nevertheless be entitled to receive such distributions from the Company as the assigning Member would have been entitled to receive under Sections 6.07 and 9.04(c) of this Operating Agreement with respect to such Membership Interest had the assigning Member retained such Membership Interest.

8.08. Member Qualification. Notwithstanding anything to the contrary hereunder, a Person shall not become a Member of the Company if such Person cannot, will not or does not comply with Connecticut statutes and regulations relating to Palliative Use of Marijuana, including but not limited to Sections 21a-408 through 21a-408(q) of Chapter of 420f of the Connecticut General Statutes and the regulations promulgated thereunder.

ARTICLE IX **DISSOLUTION AND TERMINATION**

9.01. Events of Dissolution. The Company shall be dissolved upon the first to occur of the following:

- (a) The sale of all or substantially all of the assets of the Company;
- (b) The affirmative vote or written consent of the Members holding a majority of the outstanding Membership Interests to the dissolution of the Company; and
- (c) The entry of a decree of judicial dissolution of the Company as provided in the Act.

9.02. Liquidation. Upon the dissolution of the Company, it shall wind up its affairs and distribute its assets in accordance with the Act by either or a combination of both of the following methods as the Members shall determine:

- (a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Members in proportion to their Membership Interests and in satisfaction thereof; and/or
- (b) Distributing the Company's assets to the Members in kind with each Member accepting an undivided interest in the Company's assets, subject to its liabilities, in satisfaction of his, her or its Membership Interest. The interest conveyed to each Member in such assets shall constitute a percentage of the entire interests in such assets equal to such Member's Membership Interest.

9.03. Orderly Liquidation. A reasonable time as determined by the Manager not to exceed eighteen (18) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

9.04. Distributions. Upon liquidation, the Company assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

- (a) First, to the payment of the debts and liabilities of the Company and the expenses of liquidation, including a sales commission to the selling agent, if any as well as any unpaid fees owed to the Manager; then

(b) Second, to the setting up of any reserves that the Manager (or the person or persons carrying out the liquidation) deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Manager (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed eighteen (18) months, the Company shall distribute the balance thereof in the manner provided in the following subsection; then

(c) Third, to the Members in proportion to their respective Membership Interests and among those Members with positive Capital Accounts based upon pro rata distributions per such positive Capital Accounts.

(d) Fourth, to the Members in proportion to their respective Membership Interests.

(e) In the event of a distribution in liquidation of the Company's property in kind, the fair market value of such property shall be determined by a qualified and disinterested M.A.I. appraiser, selected by the Manager (or the person or persons carrying out the liquidation), and each Member shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subsection if such property were sold at such fair market value.

9.05. Taxable Gain or Loss. Taxable income, gain and loss from the sale or distribution of Company property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in Section 6.08 above.

9.06. No Recourse Against Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his, her or its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member.

9.07. No Restoration of Negative Capital Accounts. The Members shall not be obligated to restore by way of Capital Contributions or otherwise any deficits in their respective Capital Accounts upon the liquidation of the Company or upon the liquidation of a Member's interest in the Company.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.01. Mediation. In the event of a dispute arising under or out of this Operating Agreement, then any hereto party shall commence mediation procedures in accordance with this Section 10.01 for the sole purpose of resolving the particular dispute. The parties hereto hereby consent to such submission, and hereby agree to attempt in good faith to resolve the dispute or deadlock through mediation. The mediator shall schedule the mediation session within two (2) weeks of being contacted. The parties shall make themselves available to attend the mediation session as scheduled by the mediator. The mediation shall be conducted in the Greater Hartford, Connecticut area, according to the procedures determined by the mediator. All disclosures, discussions and any determinations or proposals by the mediator made pursuant to this mediation clause are confidential and shall be treated as compromise and settlement negotiations. The parties hereto hereby stipulate and agree that disclosures, discussions and determination or proposals by the mediator shall not be offered or be admissible as evidence in any other proceeding. The fees and expenses of the mediator shall be paid equally by the parties in dispute.

10.02. Attorneys' Fees. In the event any Member brings an action to enforce any provisions of this Operating Agreement against the Company or any other Member, whether such action is at law, in equity or otherwise, the prevailing party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable attorney's fees and court costs.

10.03. Notices. Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required to be given to any Person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by first class certified mail, return receipt requested, postage prepaid, addressed to the Company at its principal office from time to time and to any other Person at his, her or its address as it appears on the records of the Company from time to time, with postage thereon prepaid. Any such notice shall be deemed to have been given at the time it is deposited in the United States mail. Notice to a Person may also be given personally or by telegram or telecopy sent to his, her or its address as it appears on the records of the Company. The addresses of the initial Members as shown on the records of the Company shall originally be those set forth in Exhibit A hereof. Any Person may change his, her or its address as shown on the records of the Company by delivering written notice to the Company in accordance with this Section.

10.04. Application of Connecticut Law. This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Connecticut, without reference to conflicts of law rules and principles, and specifically the Act.

10.05. Amendments. No amendment or modification of this Operating Agreement shall be effective except upon the affirmative vote or written consent of the Members holding a majority of the outstanding Membership Interests.

10.06. Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

10.07. Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

10.08. Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

10.09. Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one (1) right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

10.10. Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

10.11. Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

10.12. Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

10.13. Waiver of Judicial Dissolution and Partition. The Members hereby waive the right to seek any judicial dissolution of the Company and the subsequent right to partition any realty owned by the Company.

10.14. Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10.15. Entire Agreement. This Operating Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all prior negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

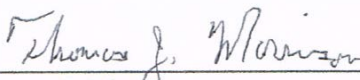
[signature page follows]

The undersigned, being all of the Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of the Company, unanimously adopted by the Members of the Company as of the date first written above.

MEMBERS:




Kathy M. Kalista



Thomas J. Morrison

Acknowledged and Agreed to for Purposes of Article VIII:

MIDDLESEX DISPENSARY, LLC

By: 

Kathy M. Kalista
Its Manager

EXHIBIT A

<u>MEMBER</u>	<u>INITIAL CAPITAL ACCOUNT</u>	<u>FAIR MARKET VALUE AT DATE OF CONTRIBUTION TO THE COMPANY</u>	<u>MEMBERSHIP INTEREST PERCENTAGE</u>
Kathy M. Kalista P.O. Box 458 Moodus, CT 06469	\$80,000.00	\$80,000.00	80.00%
Thomas J. Morrison 49 Fieldstone Drive East Haddam, CT 06423	\$20,000.00	\$20,000.00	20.00%
TOTAL	\$100,000.00	\$100,000.00	100.00%

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 organizational chart, which includes position description and names and resumes persons holding each position.

Organizational Chart for Middlesex Dispensary, LLC



Kathy M. Kalista, R.Ph.

35 Falls Bashan Road, Moodus, CT 06469

6kalistas@sbcglobal.net

860-873-1521(h) / 860-917-6722(c)

EXPERIENCE:

Walgreens Pharmacy #10261, 180 Main Street, Deep River, CT 06417

July 2008 - present

Walgreens Pharmacy #02858, 633 Washington Street, Middletown, CT 06457

October 2006 - July 2008

Staff Pharmacist managing technicians in a secure, clean, energetic, high volume pharmacy environment. Consult with prescribers, counsel patients and communicate with third party payers regularly. Receive, process, compound and dispense prescription orders arriving via fax, telephone, voice mail, electronic transmission or patient presentation. Provide disease state management, blood pressure and immunization services. Monitor drug inventory, with a close watch on diversion, and maintain complete, accurate records in accordance with state regulations.

Brooks Pharmacy #301, 25 E. High Street, East Hampton, CT 06424

July 1999 – September 2006

Staff Pharmacist functioned as above.

Nathan Hale Pharmacy, 40 Falls Road, Moodus, CT 06469

September 1982 – September 1998

Pharmacy Technician / Intern assisting Pharmacist in prescription processing, answering phones, recordkeeping placing and receiving drug orders, serving customers and maintaining the overall integrity of the pharmacy.

New England Investigation, Culver Lane, Portland, CT 06480

January 1980 - March 1982

Private Investigation and performance of background checks.

EDUCATION:

University of Connecticut, Storrs, Connecticut

May 1999, Bachelor of Science, Pharmacy

R.Ph. License # CT009197

University of New Haven, West Haven, Connecticut

January 1981, Bachelor of Science, Criminal Justice and Law Enforcement Administration

AFFILIATIONS:

University of Connecticut

July 2003 - July 2006

Adjunct faculty as preceptor for fifth year pharmacy externs on community rotations

October 1999 - May 2003

Onsite preceptor for first year pharmacy students on community rotations

Connecticut, Chatham Health District and Town of East Haddam Emergency Response Planning Team

Formulated and initiated action plans for Pharmacist role as first responder in civil preparedness events of bioterrorism, pandemic or similar emergencies. Gathered, reviewed and evaluated results and feedback to continually improve performance and communication between various government agencies.

CERTIFICATIONS:

CPR and AED certified (renewed October 22, 2013)

Immunization certified in State of Connecticut

NPI # 1992935779

Connecticut (PMP) Prescription Monitoring Program registrant / participant

Annually earn 15 Continuing Education Credits in the field of Pharmacy to keep knowledge current

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

KATHY M KALISTA
35 FALLS BASHAN RD
MOODUS, CT 06469-0458

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

PHARMACIST

License # BCT 0009197

Effective: 02/01/2012

Expiration: 01/31/2014



William M. Rubenstein, Commissioner

THOMAS J. MORRISON

49 Fieldstone Drive, East Haddam, Connecticut 06423 • ttjmorrison@aol.com

BUSINESS SKILLS

Dynamic entrepreneur with an 18-year track record of participation in and ownership of various business ventures. Robust communicator, strong management skills, and exceptional problem-solving abilities. Assertively identifies opportunities, develops focus, and provided tactical business solutions.

Core professional competencies include:

Strategic Sales & Marketing Campaigns
Staff Development & Management

Budgeting, Forecasting & Planning
Customer Relationship Management

WORK EXPERIENCE

GRIST MILL MARKET, Moodus, Connecticut 1999 – 2004
Co-Owner

Developed and analyzed sales data, established quality protocols, participated in quality training and safety programs, and developed procedures and reports to capture statistical sales data. Administered and supervised safety program, safety and operations training and drug policy screening. Created training curriculum and served in a "train the trainer" capacity. Determined where reductions in expenditures could be made. Handled Accounts Receivable and processing daily bank deposits. Interpreted monthly financial statements and researched computer and accounting errors. Maintained excellent relationship with the local community.

CARPET CLEANERS OF CONNECTICUT, INC., Wallingford, Connecticut 1988 – 1991
CORPORATE LAWN & LANDSCAPING, INC., Middletown, Connecticut 1988 – 1991
Co-Owner

Provided financial backing for start-up business ventures.

LEESVILLE SPIRIT SHOPPE, Moodus, Connecticut 1986 – 1998
Owner

Supervised subordinate personnel including: hiring, delegating assignments, training, monitoring and evaluating performance, and initiating corrective or disciplinary actions. Conducted regular and spot check inventories of merchandise, supplies, and equipment. Ordered, received, inspected, and stored equipment, merchandise, materials, and supplies. Verified cash intake matched sales and inventory activity. Received and filled liquor orders for clubs, restaurants, and resorts. Assisted customers in finding products, making selections and purchasing items. Resolved potential confrontational issues when dealing with intoxicated individuals, shoplifters, etc.

CONNECTICUT YANKEE, Haddam Neck, Connecticut 1981 – 1986
Rad Waste Technician

Applied appropriate procedures for handling and storage of radioactive waste. Performed radiological (evaluation of dose rate, contamination, etc.) and physical (mass, volume, etc.) characterization on radioactive waste before treatment. Evaluated radioactive waste to be stored (dismantling, volume reduction, segregation of liquids, etc.).

GELSTON HOUSE, East Haddam, Connecticut 1976 – 1980
Office Manager

Directed customer relations, sales promotions, supplies ordering and equipment maintenance. Hired, trained and scheduled staff. Maintained inventory, ordered supplies, scheduled staff, and monitored overall performance.

EDUCATION

Providence College, Providence, Rhode Island
Bachelor of Science, Business Administration

Xavier High School, Middletown, Connecticut

PROFESSIONAL AND SOCIAL ORGANIZATIONS

Assistant Varsity Basketball Coach, Xavier High School (1977 – 1997)
Assistant Varsity Baseball Coach, Xavier High School (1987 – 2003)
East Haddam Lions Club Member (1990 – present)
Recipient of the Melvyn Jones Award

Mary L. Yuen, R.Ph.

233 New London Road • Colchester, CT 06415

(860) 205-9007 • mlychan@yahoo.com

Pharmacist

- Committed to providing the highest levels of customer service
- Experienced in high volume prescription setting
- Accurate and highly detail oriented

Education

Bachelor of Science Degree in Pharmacy

1995

University of Connecticut, Storrs, CT

R.Ph. License # CT008364

Employment

Staff Pharmacist

October 2006 to present

Walgreens Pharmacy, 698 Bank Street, New London, CT 06320

Provide MTM services, blood pressure screenings, immunizations

Process and fill prescriptions, counsel on interactions with Rx and OTC medications, resolve charge back claims from Medicare

Assist in maintaining the pharmacy

Pharmacy Manager

1995 to 2006

Brooks Pharmacy, 25 East High Street, East Hampton, CT 06424

Provided pharmaceutical duties while overseeing staff

Responsible for hiring technicians, scheduling and returning scheduled drugs

Counseled patients and provided information to health care professionals

Pharmacy Intern

1993 to 1995

Brooks Pharmacy, Putnam, CT 06260

Assisted pharmacist in processing and filling prescriptions, compounded medications, counseled patients on OTC medications

Helped maintain the pharmacy, customer service

Pharmacy Intern

1992 to 1993

CVS Pharmacy, Newington, CT 06111

Duties as stated above

Pharmacy Technician

Summer 1992

VA Hospital, Providence, RI 02908

Certifications

CPR Certified

CT Immunizer

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

MARY L YUEN
233 NEW LONDON ROAD
COLCHESTER, CT 06415

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

PHARMACIST

License # PCT.0008364

Effective: 02/01/2012

Expiration: 01/31/2014



William M. Rubenstein, Commissioner

ANGELICA RAMSDELL

72 Evergreen Park, Clinton, Connecticut 06413 • angelica.ransdell@gmail.com

PROFESSIONAL EXPERIENCE:

Walgreens Pharmacy #10261, 180 Main Street, Deep River, CT 06417

August 2009 – present

Certified Pharmacy Technician

- Receive written prescriptions or refill requests and verify that information is complete and accurate.
- Establish or maintain patient profiles, including lists of medications taken by the individual patients.
- Maintain proper storage and security conditions for drugs.
- Answer telephones, responding to questions or requests.
- Prepack bulk medicines, fill bottles with prescribed medications, and type and affix labels.
- Clean and help maintain equipment or work areas and sterilize glassware, according to prescribed methods.
- Price and file prescriptions that have been filled.
- Assist customers by answering simple questions, locating items, or referring them to the pharmacist for medication information.
- Receive and store incoming supplies, verify quantities against invoices, check for outdated medications in current inventory, and inform supervisors of stock needs and shortages.
- Order, label and count stock of medications, chemicals, or supplies and enter inventory data into computer.
- Operate cash registers to accept payment from customers.
- Prepare and process medical insurance claim forms and records.

Westbrook Ambulance Association, Westbrook, CT

June 2012 – present

EMT

- Administer first aid treatment or life support care to sick or injured persons in pre-hospital settings.
- Perform emergency diagnostic and treatment procedures, such as stomach suction, airway management, or heart monitoring, during ambulance ride.
- Observe, record, and report to physician the patient's condition or injury, the treatment provided, and reactions to drugs or treatment.
- Immobilize patient for placement on stretcher and ambulance transport, using backboard or other spinal immobilization device.
- Maintain vehicles and medication and communication equipment and replenish first aid equipment and supplies.
- Assess nature and extent of illness or injury to establish and prioritize medical procedures.
- Communicate with dispatchers or treatment center personnel to provide information about situation, to arrange reception of patient, or to receive instructions for further treatment.
- Comfort and reassure patients.
- Decontaminate ambulance interior following treatment of patient with infectious disease and report case to proper authorities.
- Attend training classes to maintain certification licensure, keep abreast of new developments in the field, or maintain existing knowledge.

EDUCATION:

The Morgan High School, Clinton, Connecticut

June 2008, High School Diploma

EMS by ESM, LLC, Chester, Connecticut

EMT Certification

ADDITIONAL SKILLS:

Know many medical terms from working in the pharmacy

Experience in the EMT field

Relate well with patients

Strong work ethic, on time, professional

Communicate well with others

CT State EMT License #14636 (expires July 1, 2014)

NREMT License #B2091006 (expires March 31, 2014)

State of Connecticut Pharmacy Technician #PTN.0012480

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

ANGELICA A RAMSDELL
72 EVERGREEN PARK
CLINTON, CT 06413-1161

is certified by the Department of Consumer Protection as a registered

PHARMACY TECHNICIAN

Registration # **PIN.0012480**

Effective: 04/01/2013

Expiration: 03/31/2014



William M. Rubenstein, Commissioner

William C. Kalista

35 Falls Bashan Road, Moodus, CT 06469 6kalistas@comcast.net 860-873-1521(h) / 860-917-0122(c)

EXPERIENCE:

Blue Slope Sawdust, Inc., Franklin, Connecticut

Milk Tanker P/D Driver

June 2011 - Present

Drive 64,000 lb. capacity milk tanker. Pump on milk at area dairy farms. Deliver milk to dairies located in New Britain, CT and West Springfield, MA. Extensive backing at off road, tight area dairy farms. Driving 200 miles per day.

Trimac Transportation East, Bozrah, Connecticut

Cryogenic Liquid Delivery Driver

February 2008 – June 2011

Valuable experience delivering Liquid Nitrogen to air products customers in the northeast region of the United States. Fully trained in loading and offloading cryogenic liquid tankers.

Blue Slope Sawdust, Inc., Franklin, Connecticut

Milk Tanker P/D Driver

May 2005 – February 2008

Drive 64,000 lb. capacity milk tanker. Pump on milk at area dairy farms. Deliver milk to dairies located in New Britain, CT and West Springfield, MA. Extensive backing at off road, tight area dairy farms. Driving 200 miles per day.

Grist Mill Market, Moodus, Connecticut

Grocery Store Manager

September 2002 – January 2005

Performed essential functions of hiring, firing, ordering, scheduling, vendor negotiations, regulatory compliance, budgeting, and inventory control for a \$2,000,000+ grocery business. Successfully rebuilt failing business into thriving, growing entity.

Blackledge Country Club, Hebron, Connecticut

Pro Shop Attendant

May 2001 – September 2002

Managed golf course pro shop for head golf professional that required high visibility in a challenging customer service position.

Clean Cut Management, Somers, Connecticut

Pro Shop Manager

January 1999 – May 2001

General Manager at off-site pro shop for Clean Cut Management. Responsibility for daily operations at the Banner Lodge Golf Course located in Moodus, Connecticut.

R.R. Donnelly & Sons, Old Saybrook, Connecticut

Bindery Manufacturing Supervisor

February 1993 – October 1998

Managed 300 employee bindery to meet production schedules, maintain employee safety, and ensure customer satisfaction. Developed budgets for \$40,000,000 business. Researched new production techniques and processes. Implemented new technologies and processes to continually improve production, safety, quality and overall efficiency.

Human Resources Coordinator

May 1991 – February 1993

Managed division-wide worker's compensation program. Successfully reduced division's worker's compensation experience level.

Bindery Manufacturing Supervisor

November 1987 – May 1991

Customer Service Representative

October 1985 – November 1987

Liaison between customer and all manufacturing departments. Worked with customer from contract development through final produce shipment. Developed and implemented manufacturing instruction to all departments. Worked with all manufacturing departments to ensure customer expectations were met.

Magazine Line Operator

June 1983 – October 1985

Obtained journeyman status magazine line operator. Responsible for maintenance, set-up, crewing and production on \$3,000,000 magazine line binder. Managed 10 member production crew in high quality, time sensitive production atmosphere. Held many company records.

Magazine Line Assistant Operator

March 1979 – June 1983

Completed three-year company apprenticeship one year early. Responsible for quality and distribution of finished product on production line. Functional responsibility over 3 crew members.

Material Handler

October 1978 – March 1979

Entry-level position in manufacturing bindery.

EDUCATION:

NETTS, Somers, Connecticut

January 2005 - June 2005 (graduated 3 weeks ahead of schedule)

480 hours of classroom and driving training.

700 miles experience on the road tractor trailer driving.

4.0 GPA

Tanker and Hazmat endorsements.

Syracuse University, Syracuse, New York

Three years Mechanical Engineering curriculum, 1975 – 1978

Xavier High School, Middletown, Connecticut

1975- graduated with High Honors

INTERESTS:

Family

Golf

Travel

Fishing

Carpentry

Computers

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;

Name: Kathy M. Kalista, R.Ph.

Title: Dispensary Facility Manager

Resume: See attached resume for Kathy M. Kalista, R.Ph.

Kathy M. Kalista, R.Ph.

35 Falls Bashan Road, Moodus, CT 06469

6kalistas@sbcglobal.net

860-873-1521(h) / 860-917-6722(c)

EXPERIENCE:

Walgreens Pharmacy #10261, 180 Main Street, Deep River, CT 06417

July 2008 - present

Walgreens Pharmacy #02858, 633 Washington Street, Middletown, CT 06457

October 2006 - July 2008

Staff Pharmacist managing technicians in a secure, clean, energetic, high volume pharmacy environment. Consult with prescribers, counsel patients and communicate with third party payers regularly. Receive, process, compound and dispense prescription orders arriving via fax, telephone, voice mail, electronic transmission or patient presentation. Provide disease state management, blood pressure and immunization services. Monitor drug inventory, with a close watch on diversion, and maintain complete, accurate records in accordance with state regulations.

Brooks Pharmacy #301, 25 E. High Street, East Hampton, CT 06424

July 1999 – September 2006

Staff Pharmacist functioned as above.

Nathan Hale Pharmacy, 40 Falls Road, Moodus, CT 06469

September 1982 – September 1998

Pharmacy Technician / Intern assisting Pharmacist in prescription processing, answering phones, recordkeeping placing and receiving drug orders, serving customers and maintaining the overall integrity of the pharmacy.

New England Investigation, Culver Lane, Portland, CT 06480

January 1980 - March 1982

Private Investigation and performance of background checks.

EDUCATION:

University of Connecticut, Storrs, Connecticut

May 1999, Bachelor of Science, Pharmacy

R.Ph. License # CT009197

University of New Haven, West Haven, Connecticut

January 1981, Bachelor of Science, Criminal Justice and Law Enforcement Administration

AFFILIATIONS:

University of Connecticut

July 2003 - July 2006

Adjunct faculty as preceptor for fifth year pharmacy externs on community rotations

October 1999 - May 2003

Onsite preceptor for first year pharmacy students on community rotations

Connecticut, Chatham Health District and Town of East Haddam Emergency Response Planning Team

Formulated and initiated action plans for Pharmacist role as first responder in civil preparedness events of bioterrorism, pandemic or similar emergencies. Gathered, reviewed and evaluated results and feedback to continually improve performance and communication between various government agencies.

CERTIFICATIONS:

CPR and AED certified (renewed October 22, 2013)

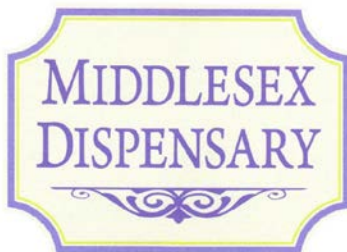
Immunization certified in State of Connecticut

NPI # 1992935779

Connecticut (PMP) Prescription Monitoring Program registrant / participant

Annually earn 15 Continuing Education Credits in the field of Pharmacy to keep knowledge current

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;



November 4, 2013

Kathy M. Kalista, R.Ph.
P.O. Box 458
Moodus, CT 06469

Dear Mrs. Kalista:

We are extremely pleased to offer you the position of Dispensary Facility Manager with Middlesex Dispensary, LLC ("Middlesex"), contingent upon Middlesex's receipt of a license from the State of Connecticut Department of Consumer Protection and any other regulatory approvals necessary to operate a palliative marijuana dispensary facility. Your job will commence upon opening of the dispensary facility. Your scheduled work hours are expected to be a minimum of 35 hour per week during normal facility hours. This position is exempt position for purposes of Fair Labor Standards Act and similar state law requirements.

Your duties as Dispensary Facility Manager will include, but are not limited to, exercising complete control and management over the dispensary facility and ensuring compliance with Sections 21a-408 through 21a-408q of the Connecticut General States and Sections 21a-408-1 through 21a-408-70 of the Regulations of Connecticut State Agencies, concerning the palliative use of marijuana. We believe you have the necessary traits to be successful with us and we are excited about your anticipated contribution.

Your offer of employment is as follows:

- Base salary of \$109,200 per year, payable in biweekly installments as earned;
- 3 sick days per year to be earned and taken in accordance with Middlesex's Employee Handbook;
- 15 days paid vacation annually to be earned and taken in accordance with Middlesex's Employee Handbook; and
- Eligibility for such other benefits provided to similarly situated employees of Middlesex in accordance with the Middlesex's Employee Handbook.

Enclosed for your reference is a copy of Middlesex's current Employee Handbook.

The offer of employment also is contingent upon your completion of the accompanying employment application and the completion by Middlesex of a satisfactory background check. Please return the completed application and one counter-signed copy of this letter to my attention in the enclosed envelope.

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;

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; and

See attached certified financial statement for Middlesex Dispensary, LLC from September 27, 2013 (the date of its organization) along with pro forma financial statements for Middlesex Dispensary, LLC that have been prepared for business planning purposes.

Financial projections made by Middlesex Dispensary management are assumptions based on:

1. Research data obtained from MedBox Inc., a leading consulting firm in the medical marijuana industry.
2. Experience in business start-up and management in the State of Connecticut.
3. Management experience in the retail Pharmacy industry.
4. Information obtained from business meetings with medical marijuana producer applicants.
5. Information obtained from business meetings with neighboring states current Dispensaries.
6. State of Connecticut regulations on the Palliative use of Medical Marijuana.
7. "Start your own Dispensary" – an on-line course developed by Matt Jacobsen.

The following charts reflect our forecasted projections and incorporate forward looking terminology such as the words believe, expect, anticipate, intend, plan, estimate or similar expressions. These statements are only predictions and involve known and unknown risks. Although we believe that the expectations reflected in our projections are reasonable, we cannot guarantee future results, events, levels of activity, performance or achievement.

Startup Expenses

Middlesex Dispensary
Anticipated start up 6/1/2014

Sources of Capital

Owners' Investment (name and percent ownership)

Kathy Kalista 60%	\$	-
Thomas Morrison 40%		100,000
Other investor		-
Other investor		-
Total Investment	\$	100,000

NOTES

Bank Loans

Bank 1	\$	-
Bank 2		-
Bank 3		-
Bank 4		-
Total Bank Loans	\$	-

Other Loans

Source 1	\$	-
Source 2		-
Total Other Loans	\$	-

Startup Expenses

Buildings/Real Estate

Security Deposit	\$	8,880
Construction		-
Remodeling		13,800
Architect		-
Total Buildings/Real Estate	\$	22,680

Trevor Davis Real Estate
2 months rent plus security

Estimated based Hibbard & Rosa Plans

Leasehold Improvements

Item 1	\$	-
Item 2		-
Item 3		-
Item 4		-
Total Leasehold Improvements	\$	-

Capital Equipment List

Furniture	\$	2,500
Equipment		9,000
Fixtures		800
Machinery		-
Schedule two Safe/vault		4,000
Total Capital Equipment	\$	16,300

Desk, Chairs, File cabinets, Tables
MJ Freeway Computer Hardware/software

Authority safes

Location and Admin Expenses

Rent & Related Costs	\$ 7,770
Utility deposits	3,900
Legal and accounting fees	4,700
Prepaid insurance	1,000
Security	10,600
Office Supplies	660
Application Fee	1,000
Permit Fee	5,000
Total Location and Admin Expenses	\$ 34,630

Rent - March, April & May
Anticipated Telephone, Internet, Utility start up
Updike, Kelly & Spellacy
Guilmartin, Dipiro, Sokolowski LLC
Estimated Business start up - Loyds of London
Action Services security company

Opening Inventory

Cannabis	\$ 4,200
Category 2	-
Category 3	-
Category 4	-
Category 5	-
Total Inventory	\$ 4,200

Advertising and Promotional Expenses

Advertising	\$ -
Signage	250
Printing	100
Travel/entertainment	-
Other/additional categories	150
Total Advertising/Promotional Expenses	\$ 500

Other Expenses

Other expense 1	\$ -
Other expense 2	-
Total Other Expenses	\$ -

Reserve for Contingencies

\$ 5,000

Working Capital

\$ -

Summary Statement

Sources of Capital

Owners' and other investments	\$	100,000
Bank loans		-
Other loans		-
Total Source of Funds	\$	100,000

Startup Expenses

Buildings/real estate	\$	22,680
Leasehold improvements		-
Capital equipment		16,300
Location/administration expenses		34,630
Opening inventory		4,200
Advertising/promotional expenses		500
Other expenses		-
Contingency fund		5,000
Working capital		-
Total Startup Expenses	\$	83,310

Security and Collateral for Loan Proposal

Collateral for Loans	Value	Description
Real estate	\$	-
Other collateral		-
Other collateral		-
Other collateral		-

Owners

KATHY KALISTA
THOMAS MORRISON

The undersigned certifies that all information contained in the Financial statements for Middlesex Dispensary, LLC is true and correct and represents the financial condition of Middlesex Dispensary, LLC as of November 1, 2013.



Kathy M Kalista
Managing member, Middlesex Dispensary LLC

Cash Flow (12 months)

Middlesex Dispensary

Fiscal Year Begins: Jan-14

	Pre-Startup EST	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Total Item
Cash on Hand (beginning of month)	100,000	79,120	64,520	52,420	33,410	25,750	16,690	14,180	12,670	14,649	15,728	16,807	22,436	79,120
CASH RECEIPTS														
Cash Sales		0	0	0	0	0	36,400	36,400	45,500	45,500	45,500	54,600	54,600	318,500
Collections fm CR accounts														
Loan/ other cash in/														
TOTAL CASH RECEIPTS	0	0	0	0	0	0	36,400	36,400	45,500	45,500	45,500	54,600	54,600	318,500
Total Cash Available (before cash out)	100,000	79,120	64,520	52,420	33,410	25,750	53,090	50,580	58,170	60,149	61,228	71,407	77,036	397,620
CASH PAID OUT														
Purchases (cannabis)	0	0	0	0	0	4,200	18,200	18,200	22,750	22,750	22,750	27,300	27,300	163,450
Purchases (computer, printer,table)	0	0	0	9,000	0	0	0	0	0	0	0	0	0	9,000
Purchases (furniture)	0	0	0	0	2,800	0	0	0	0	0	0	0	0	2,800
Purchases (vault)	0	0	0	4,000	0	0	0	0	0	0	0	0	0	4,000
Gross wages (exact withdrawal)	0	0	0	0	0	0	13,700	13,700	13,700	14,500	14,500	14,500	14,500	99,100
Payroll expenses (taxes, etc.)	0	0	0	0	0	0	1,000	1,000	1,000	1,100	1,100	1,100	1,100	7,400
Outside services (architect)	1,800	0	0	0	0	0	0	0	0	0	0	0	0	0
Supplies (office & oper.)	0	0	0	600	0	0	50	50	50	50	50	50	50	950
Repairs & maintenance	0	12,000	0	0	0	0	100	100	100	100	100	100	100	12,700
Advertising	0	0	500	20	20	20	20	20	20	20	20	20	20	700
Car, delivery & travel		0	0	0	0	0	0	0	0	0	0	0	0	0
Accounting & legal	4,200	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Rent	8,880	0	0	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	25,900
Heat	0	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Electric	0	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Telephone	0	0	0	1,000	200	200	200	200	200	200	200	200	200	2,800
IT Maintenance	0	0	0	0	250	250	250	250	250	250	250	250	250	2,250
Insurance	0	1,000	0	0	0	0	1,000	0	0	0	0	0	0	2,000
Taxes (real estate, etc.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest	0	0	0	0	0	0	0	0	227	227	227	227	227	1,135
Other expenses (security)	0	0	10,000	200	200	200	200	200	200	200	200	200	200	12,000
Other (specify)	0													0
Contingency Fund	0	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Dispensary App. + Permit Fee	6,000													0
SUBTOTAL	20,880	14,600	12,100	19,010	7,660	9,060	38,910	37,910	42,687	43,587	43,587	48,137	48,137	365,385
Loan principal payment									834	834	834	834	834	4,170
Capital purchase (specify)														
Other startup costs														
Reserve and/or Escrow														
Owners' Withdrawal														
TOTAL CASH PAID OUT	20,880	14,600	12,100	19,010	7,660	9,060	38,910	37,910	43,521	44,421	44,421	48,971	48,971	369,555
Cash Position (end of month)		79,120	64,520	52,420	33,410	25,750	16,690	14,180	12,670	14,649	15,728	16,807	22,436	28,065

NOTES:

Sale = 3.5 grams
 Wages are based on current State of Connecticut marketplace figures for Pharmacists and Technicians.
 Inventory is amount needed to support projected sales purchased at \$10.00 per gram.
 Retail sale is expected at \$20.00 per gram.
 Sales volume is projected using MedBox Inc. data.

The undersigned certifies that all information contained in the Financial statements for Middlesex Dispensary, LLC is true and correct and represents the financial condition of Middlesex Dispensary, LLC as of November 1, 2013.

Kathy M Kalista
 Kathy M Kalista
 Managing member, Middlesex Dispensary LLC

Opening Day Balance Sheet

Middlesex Dispensary - Anticipated 6/1/2014

Assets

Current Assets

Cash in Bank	\$	16,690	
Inventory		4,200	10.00/gr.x3.5gr/salex20 sales/dayx6 days
Prepaid Expenses		49,510	
Other			
Total Current Assets	\$	70,400	

Fixed Assets

Machinery & Equipment	\$	13,000
Furniture & Fixtures		2,800
Remodel		13,800
Real Estate / Buildings		-
Other		-
Total Fixed Assets	\$	29,600

Other Assets

Specify	\$	-
Specify		-
Total Other Assets	\$	-
Total Assets	\$	100,000

Liabilities & Net Worth

Current Liabilities

Accounts Payable	\$	-
Taxes Payable		-
Notes Payable (due within 12 months)		-
Current Portion Long-term Debt		13,200
Other current liabilities (specify)		-
Total Current Liabilities	\$	13,200

Long-term Liabilities


Bank Loans Payable (greater than 12 months)	\$	-
Less: Short-term Portion		(13,200)
Notes Payable to Stockholders		-
Other long-term debt (loan)		86,800
Total Long-term Liabilities	\$	73,600

Total Liabilities	\$	86,800
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Owners' Equity (Net Worth)	\$	13,200
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Total Liabilities & Net Worth	\$	100,000
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The undersigned certifies that all information contained in the Financial statements for Middlesex Dispensary, LLC is true and correct and represents the financial condition of Middlesex Dispensary, LLC as of November 1, 2013.


Kathy M Kalista

Managing member, Middlesex Dispensary LLC

Breakeven Analysis

Middlesex Dispensary

Cost Description	Fixed Costs (\$)	Variable Costs (%)
Variable Costs		
Cost of Goods Sold		50.0%
Inventory		0.0%
Raw Materials		0.0%
Direct Labor (Includes Payroll Taxes)		0.0%
Fixed Costs		
Salaries (includes payroll taxes)	\$ 15,600	
Supplies	\$ 50	
Repairs & maintenance	\$ 100	
Advertising	\$ 20	
Car, delivery and travel	\$ -	
Accounting and legal	\$ 200	
Rent	\$ 2,590	
Telephone	\$ 200	
Utilities	\$ 500	
Insurance	\$ 100	
Taxes (Real estate, etc.)	\$ -	
Interest	\$ 227	
Depreciation	\$ -	
Security	\$ 200	
IT Maintenance	\$ 250	
Miscellaneous expenses	\$ -	
Loan repay	\$ 834	
Owner's draw	\$ -	
Total Fixed Costs	\$ 20,871	
Total Variable Costs		50%

Notes on Preparation

Fixed Costs

Salaries are based on current State of Connecticut Pharmacist and Technician wages. Rent is obtained from current lease arrangement. Other fixed Costs are anticipated monthly expenses.

Breakeven Sales level = 41742

The undersigned certifies that all information contained in the Financial statements for Middlesex Dispensary, LLC is true and correct and represents the financial condition of Middlesex Dispensary, LLC as of November 1, 2013.

Kathy M Kalista

Kathy M Kalista
Managing member, Middlesex Dispensary LLC

The vendor detail report labeled PRE MIDDLESEX DISPENSARY identifies elements and associated costs incurred prior to the establishment of Middlesex Dispensary business checking account.

6:23 PM

11/01/13

Accrual Basis

**Pre Middlesex Dispensary
Expenses by Vendor Detail
January 1 through November 1, 2013**

Type	Date	Num	Memo	Account	Clr	Split	Amount
Amazon.com							
Bill	09/20/2013			Reference Material		Accounts Pay...	88.10
Total Amazon.com							88.10
BarnesandNoble.com							
Bill	08/31/2013			Reference Material		Accounts Pay...	16.75
Total BarnesandNoble.com							16.75
Best Buy							
Bill	09/25/2013		Asus Laptop	Computer and Inter...		Accounts Pay...	308.39
Total Best Buy							308.39
City of Middletown							
Bill	08/28/2013			Business Licenses ...		Accounts Pay...	160.00
Total City of Middletown							160.00
CT Cannabis Alliance							
Bill	03/12/2013		What Medica...	Meals and Entertain		Accounts Pay...	42.98
Total CT Cannabis Alliance							42.98
Department of Revenue Services - CT							
Bill	10/23/2013			Business Licenses ...		Accounts Pay...	100.00
Total Department of Revenue Services - CT							100.00
Intuit							
Bill	09/29/2013		quickbooks s...	Computer and Inter...		Accounts Pay...	201.95
Total Intuit							201.95
LegalContracts.com							
Bill	05/27/2013			Dues and Subscript...		Accounts Pay...	95.88
Total LegalContracts.com							95.88
Matt Jacobsen Products							
Bill	06/09/2013			Reference Material		Accounts Pay...	82.97
Total Matt Jacobsen Products							82.97
Mezzo Grill							
Bill	07/10/2013			Meals and Entertain...		Accounts Pay...	65.01
Bill	08/28/2013			Meals and Entertain...		Accounts Pay...	62.59
Total Mezzo Grill							127.60
Staples							
Bill	07/29/2013			Office Supplies		Accounts Pay...	130.55
Bill	09/05/2013			Office Supplies		Accounts Pay...	126.50
Bill	09/28/2013			Office Supplies		Accounts Pay...	73.34
Bill	10/27/2013			Office Supplies		Accounts Pay...	76.53
Total Staples							406.92
TOTAL							1,631.54

The vendor detail report labeled MIDDLESEX DISPENSARY identifies elements and costs incurred prior to establishment of our business and the opening of our business checking account.

6:19 PM
 11/01/13
 Accrual Basis

Middlesex Dispensary
Expenses by Vendor Detail
 January 1 through November 1, 2013

Type	Date	Num	Memo	Account	Clr	Split	Amount
Hibbard & Rosa Architects, L.L.C.							
Bill	10/09/2013			66700 - Professiona		20000 - Accou	805.00
Bill	10/22/2013		Opening bala	69800 - Uncategori		20000 - Accou	1,000.00
Bill	10/31/2013		Site Plan	66700 - Professiona		20000 - Accou	500.00
Total Hibbard & Rosa Architects, L.L.C.							2,305.00
Urdike, Kelly & Spellacy P. C.							
Bill	10/01/2013			66700 - Professiona		20000 - Accou	2,500.00
Total Urdike, Kelly & Spellacy P. C.							2,500.00
TOTAL							4,805.00

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.

As of the date hereof, no federal or state tax returns have been filed for Middlesex Dispensary, LLC.

All Federal and state tax returns submitted but not as they are not subject to FOIA.

F. BONUS POINTS

The Department will award bonus points for preferred but not required initiatives. Applicants may provide information related to any or all of the categories below with their application. Should the applicant be awarded a license from the Department, their commitments in a bonus category shall become a condition of their license. If a violation of a condition occurs, it may be deemed a material breach and the Department may assess a penalty or seek suspension or revocation of the license.

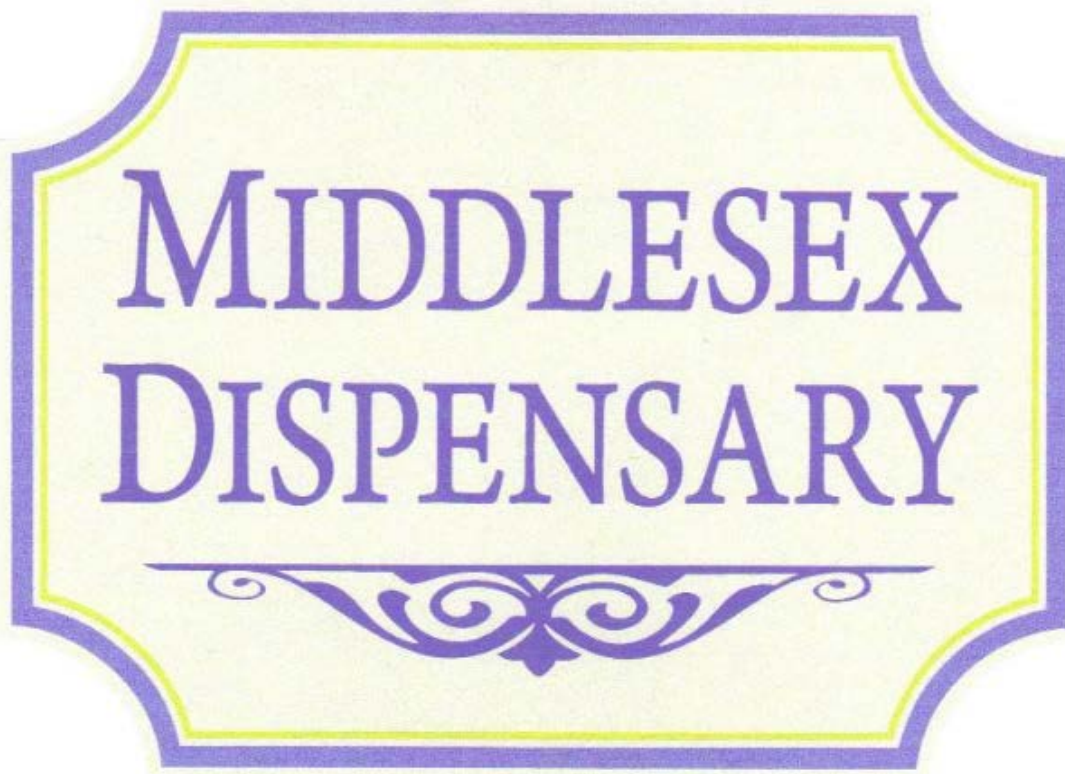
1. **Employee Working Environment Plan:** Describe any plans you have to provide a safe, healthy and economically beneficial working environment for your employees, including, but not limited to, your plans regarding workplace safety and environmental standards, codes of conduct, healthcare benefits,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

Section F (Bonus Points), Question 1 (Employee Working Environment Plan)

Middlesex Dispensary will provide employees with a secure, clean, environmentally friendly atmosphere in which a spirit of camaraderie will be promoted amongst the employees and a spirit of cooperation between the community and Middlesex Dispensary fostered. Management will assume the costs of any required technician registration fees, training, continued learning or other costs associated with their participation in community activities such as benefit walks to support certain disease state research development or local clean-up events. Middlesex Dispensary staff will be offered to share in a company provided daily lunch.

An employee manual clearly outlines the Personnel Policies of Middlesex Dispensary and is included for examination. Certain benefit options may be expanded upon results of periodic reexamination of policies and the degree of Middlesex Dispensary growth should such expansion be deemed appropriate.

Employees will be kept up to date on local business and industry knowledge as Middlesex Dispensary intends to become affiliated with Middlesex Chamber of Commerce, The Connecticut Cannabis Business Alliance and The National Cannabis Industry Association all of whom will be available as resources.



MIDDLESEX DISPENSARY, LLC

**PERSONNEL POLICIES
MANUAL**

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I. INTRODUCTION

LETTER FROM THE COMPANY OFFICERS

Dear New Employee:

Welcome to Middlesex Dispensary, LLC. This manual describes our policies and programs, and lets you know some of the principles behind them. We are proud of our long history of good employee relations and we hope you will soon discover the spirit of cooperation and of working together toward mutual goals that others have found here.

This manual is only an outline of our policies, and it will be revised from time to time as necessary. Many of the policies in this manual have been suggested by your fellow employees and we encourage you to offer your suggestions as appropriate.

After consulting the manual you may still have questions about a particular policy or program; if so, please let your supervisor know and we will be happy to provide you with the information explanation you desire.

We wish you every success here at Middlesex Dispensary, LLC and we look forward to working with you.

Welcome Aboard!

Very truly yours,

Kathy M. Kalista, R.Ph.

Thomas J. Morrison

MISSION STATEMENT

The mission of Middlesex Dispensary, LLC is The mission of Middlesex Dispensary is to operate a medical marijuana dispensing facility in Central Connecticut making accessible an alternative therapy for the relief of human suffering via the retail sale of Connecticut grown and laboratory tested marijuana to qualified patients and caregivers who are registered and certified with the Department of Consumer Protection. This is a very important concept for us all to understand and keep in mind each and every day.

II. EMPLOYMENT PRACTICES

1. Employment-at-Will

The policies, practices and procedures described in this manual cover topics pertinent to your employment at Middlesex Dispensary, LLC (“Middlesex Dispensary”). Because we are ever mindful of the needs of our customers as well as our employees, we reserve the right to revise any and all provisions of this manual, policies, practices or procedures without notice in order to meet our changing needs. Any contract, agreement, statement, or understanding, whether oral or written, affecting or changing the terms and conditions of this manual is not permitted or enforceable, and is specifically disclaimed and prohibited unless reduced to writing and signed by a company officer.

Nothing in this manual or in any offer of employment by Middlesex Dispensary is intended to create an implied or express contract of employment between you as an employee and Middlesex Dispensary. Its contents do not in any way confer on you any rights that you would not have in its absence.

All employees of Middlesex Dispensary are considered to be "at-will". This means that both Middlesex Dispensary and you retain the right to terminate the employment relationship at any time and for any reason. Most importantly, the at-will status of your employment cannot be changed unless it is done so expressly and unambiguously in a written document executed by a company officer. In order to manage the practice effectively, Middlesex Dispensary retains its sole discretion over hiring employees, terminating employment and other personnel and employee relations matters.

2. Equal Employment Opportunities

It is the policy of Middlesex Dispensary to provide equal employment opportunities to all qualified individuals without regard to race, color, religious creed, age, sex, pregnancy, marital status, national origin, ancestry, veteran status, present or past history of mental disorder, mental retardation, learning disability, physical or mental disability, sexual orientation or any other protected class as prescribed by state or federal law.

3. Sexual Harassment Policy

Middlesex Dispensary will make a reasonable effort to provide a workplace free from sexual harassment. To do so, we need your help and cooperation.

Sexual harassment is defined as any unwelcome sexual advance or request for sexual favors or any conduct of a sexual nature when the submission to such conduct is made either explicitly or implicitly a term or a condition of employment; or if submission to or rejection of such conduct by anyone is used as a basis for an employment decision; or if such conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

If you believe that you have been subjected to sexual harassment, you should immediately report your concerns to your immediate supervisor or if your immediate supervisor is not available then report your concerns to a company officer and an investigation will be promptly conducted. Should your complaint be regarding your immediate supervisor then you should report your concern directly to a company officer. Middlesex Dispensary will protect the confidential nature of the report to the extent possible, and will also take the necessary measures to ensure that you are not retaliated against in any way for having reported your concerns.

Although the law only protects an employee from sexual harassment that is severe or pervasive, Middlesex Dispensary has a stricter standard. Any individual found to have sexually harassed an employee will be disciplined, up to and including discharge.

4. Harassment

Middlesex Dispensary will make a reasonable effort to provide a workplace free from racial, national origin, or religious harassment or harassment based on any of the protected characteristics as defined by either state or federal law. To do so, we need your help and cooperation.

Prohibited harassment is defined as conduct that is based on a person's protected status that has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

If you believe that you have been subjected to prohibited harassment, you should immediately report your concerns to your immediate supervisor, or if your immediate supervisor is not available then report your concerns to a company officer and an investigation will be promptly conducted. Should your complaint be regarding conduct of your immediate supervisor then you should report your concern directly to a company officer. Middlesex Dispensary will protect the confidential nature of the inquiry to the extent possible, and will also take the necessary measures to ensure that you are not retaliated against in any way for having reported your concerns.

Although the law only protects an individual from harassment based on a protected status that is severe or pervasive, Middlesex Dispensary has a stricter standard. Any individual found to have harassed an employee will be disciplined, up to and including discharge.

5. Arbitration of Claims

As a condition of your employment at Middlesex Dispensary, you agree that any controversy or claim arising out of or relating to your employment relationship with Middlesex Dispensary or the termination of that relationship, except for claims expressly excluded by the Arbitration Agreement, must be submitted for final and binding resolution by a private and impartial arbitrator. You will be required to sign a separate Arbitration Agreement which outlines the terms and conditions for arbitration of claims.

6. Employment Eligibility Verification (Immigration)

All new hires will be asked to complete an Employment Eligibility Form I-9, attesting to your eligibility for employment under the rules set forth by the U.S. Department of Justice, Immigration and Naturalization Service.

7. Introductory Period

All new hires will be on an introductory period during the first 90 days of employment. During this period, you will be expected to adjust successfully to your duties and your new working environment. You should know at the outset that we have very high performance standards and that employees who do not satisfy these expectations will be discharged. Middlesex Dispensary may in certain circumstances extend the introductory period if additional time is needed to conclude the appraisal process. During the introductory period you will not be paid for days absent, including official Company holidays. You should also understand that successful completion of the introductory period does not in any way alter Middlesex Dispensary's policy of at-will employment.

8. Valid Driver's License

Any employee who drives a company vehicle must present a valid driver's license. A copy of which will be maintained within your employee personnel file.

9. Confidentiality and Conflict of Interest

The unauthorized disclosure of confidential information by any employee can subject Middlesex Dispensary to legal liability. Financial records, employee records, financial and operating data of Middlesex Dispensary, and any other information of a private or sensitive nature are considered confidential. Under no circumstances shall such documents or information be used for your own purposes or shown to friends, family members or any third party either inside or outside of Middlesex Dispensary either during or after your employment. Discussions of confidential information must take place in private settings away from members of the public. You must not discuss or reveal confidential information to other employees except when such disclosure is made in the ordinary course of your duties.

You also should avoid activities that could result in the appearance of a conflict of interest. Examples include accepting any gift, fee or payment from individuals or organizations seeking to transact business with Middlesex Dispensary; taking advantage of any business or teaching opportunity that should be channeled through Middlesex Dispensary; or using confidential information for personal gain. Substantial gifts and excessive entertainment from customers, particularly suppliers and others seeking to do business of any nature with Middlesex Dispensary, should be courteously and tactfully declined. The integrity of Middlesex Dispensary rests on your integrity. Please consult your supervisor, administrator or Company officer if you are unsure whether a situation might involve a conflict of interest.

You will be required to acknowledge this responsibility in a separate agreement that is identical to the agreement set forth on the following page.

Employee Confidentiality and Conflict of Interest Agreement

I hereby acknowledge, by my signature below, that I understand that the product information, financial information, records, and data to which I have knowledge and access in the course of my employment with Middlesex Dispensary is to be kept confidential, and this confidentiality is a term and condition of my employment. This information and any and all other information of a confidential nature shall not be disclosed to anyone under any circumstances, except to the extent necessary to fulfill my job requirements. The approval of my immediate supervisor or Company officer, must first be obtained before any disclosure is made.

I hereby agree to avoid any activity that results in a real or apparent conflict of interest. I will not accept any fee or payment from anyone seeking to do business with Middlesex Dispensary. I will not take advantage of any business or teaching opportunity learned of at work, and I will not use confidential information for personal gain under any circumstances whatsoever.

I understand and agree that any violation of this Agreement is grounds for disciplinary action, up to and including discharge

10. Personnel Files/Privacy

Middlesex Dispensary protects your privacy by limiting internal access to personnel data to your supervisor, or Company officer or to those individuals involved in personnel matters who may need to work with such information. Information from your personnel file will be released externally only with your written consent or to meet legal obligations.

Your personnel file will be available to you for review upon your written request. Upon receipt, an appointment will be arranged so you may review your file at a mutually convenient time.

Upon review should you have reason to believe that your personnel file contains information that is not accurate or complete, you will have the opportunity, within a reasonable time, to submit written comments that will be included in your personnel file.

11. Solicitation/Distribution and Posting Policy

In order to maintain the proper environment for and not to disrupt the business of Middlesex Dispensary, it is important that our attention during working time be focused on our duties and responsibilities. Solicitation is both time consuming and distracting for customers and other employees. Accordingly:

- Solicitation by employees is prohibited on working time within the company building.
- Distribution of advertising material, handbills, printed or written literature of any kind in working areas is prohibited at any time.
- You are not permitted access to Middlesex Dispensary's facilities or outside work areas during your off-duty hours.
- Solicitation, distribution of literature, or trespassing by non-employees or individuals who are not customers or vendors is prohibited in Middlesex Dispensary's facilities or work
- The administrator or Company officer may authorize certain Company endorsed offerings or solicitations from outside organizations. This Authorization must be in writing.

- Nothing shall be displayed on any bulletin board, electronic message center, or any property of Middlesex Dispensary without the approval of the administrator or Company officer.

12. Company Hours

Generally, Middlesex Dispensary's business office hours are from 9 a.m. until 7 p.m. on Monday, 9 a.m. until 5 p.m. on Tuesday thru Thursday, 9.a.m. until 3 p.m. on Friday and Saturday and closed on Sunday. Work hours may vary depending upon work load, staffing requirements, client needs or any other business reason. You may be required to work outside of usual company hours as necessitated by the circumstances.

13. Break and Lunch Periods

Full-time employees who work on the production floor are provided two (2) ten minute breaks generally beginning at 9:20 am and again at 2 pm and one (1) half hour unpaid lunch break generally beginning at 11:30 am. Full-time employees who do not work full-time on the production floor will take their breaks and half hour lunch as directed by their supervisor and according to the workflow and available telephone coverage.

Under no circumstance may break and lunch periods be used to make up tardiness or shorten the workday; nor can they be saved up and taken as time off.

14. Dress Code

A neat and professional appearance inspires confidence from clients and visitors. While individual preferences are appreciated, extremes in attire, grooming, hairstyles, personal hygiene, and accessories must be avoided. You are encouraged to dress appropriately for your specific work area with dress standards conforming to those in other similar work environments.

15. No Smoking

Middlesex Dispensary observes a policy of no smoking within the facility in any area other than the designated smoking area. This applies to all employees, clients and visitors while at our facility.

III. EMPLOYEE CONDUCT

1. Discipline

Rules and regulations are the backbone of any successful operation and it is the duty of each employee to follow Middlesex Dispensary's rules of conduct and the directives of his or her immediate supervisor or manager. Each employee is expected to behave in an orderly and courteous manner at all times.

General expectations of conduct include:

- Be courteous to customers, visitors, and other employees.
- Report to work regularly, on time and remain in the work area necessary to accomplish your duties.
- Advise your supervisor as far in advance as possible and get his/her permission if you will be absent.
- Observe security, traffic and parking regulations.
- Observe safety practices and regulations, including smoking restrictions.
- Use only equipment that you are authorized to use.
- Follow supervisory instructions; perform duties efficiently, and maintain proper standards of productivity.
- Immediately report any personal injury, accident or property damage to your supervisor.

- Observe the various policies set forth in this manual.

You are expected and presumed to know the standards of conduct required in your particular job and responsibility. If you have any questions, see your immediate supervisor or an officer of Middlesex Dispensary.

In most cases involving misconduct and/or unacceptable job performance, Middlesex Dispensary will normally follow a progressive disciplinary process consisting of an oral warning, a written warning, and discharge. However, Middlesex Dispensary reserves the right in each case to evaluate the particular situation in light of its own set of circumstances and to administer any level of discipline, including discharge. For example, in instances of what Middlesex Dispensary in its sole discretion judges to be serious misconduct, Middlesex Dispensary may decide to discharge an employee without prior warning or other disciplinary measures being taken first.

2. Alcoholic Beverages

Alcoholic beverages are not permitted in any working area of Middlesex Dispensary. Anyone found bringing alcoholic beverages onto the premises, drinking on the job or showing physical or behavioral signs of consumption of alcohol will not be allowed to work and will be subject to disciplinary action, up to and including immediate discharge.

Our business depends on sound customer relationships. Anything that would interfere with that relationship is unacceptable. Therefore, anyone consuming alcohol or exhibiting signs of consuming alcohol, including alcohol odor on breath or clothing, whether impaired or not, in a manner that would reflect badly on Middlesex Dispensary, will be subject to disciplinary action up to and including immediate discharge.

3. Use of Drugs

Except for the products sold at the dispensary facility as part of the business of Middlesex Dispensary, anyone selling, using or possessing illegal substances or misusing or selling any legal drugs will be subject to disciplinary action, up to and including immediate discharge.

Furthermore, you may be disciplined or terminated if you report to work under the influence of an illegal substance, or if your use of drugs outside the workplace could cause damage to Middlesex Dispensary's business or reputation in any way.

4. Attendance/Tardiness

You are required to work your normally scheduled hours, and to be present every day of work at the correct time. It is an essential function of your job to be present on time and on a regular basis.

If you are unable to report to work you must call 860-917-6722 within one half hour of your scheduled start time and leave a message. Additionally, you must also call your immediate supervisor within one hour of the start of your shift and speak with him/her directly. Should an emergency arise and you are unable to call personally, have a relative or friend call for you. However, under no circumstances are phone calls to co-workers an acceptable form of notice.

If you will be more than fifteen minutes late for the beginning of your scheduled start time you must call 860-917-6722 and leave a message.

If you do not report to work and fail to notify your supervisor of the reason for such absence, you will be considered to have voluntarily terminated employment. If you are absent for three or more consecutive work days you may be required to submit a certificate from your physician when you return to work. Middlesex Dispensary will address violations of this Policy with

appropriate disciplinary action, up to and including termination of employment. Some terminated employees may be eligible to reapply for employment after a 90 day period.

Your attendance record will be reviewed regularly in order to evaluate the frequency of absence and lateness.

5. Workplace Violence Policy

Middlesex Dispensary is committed to providing a safe, healthy workplace free from violent or potentially violent behavior that affects employees, members, clients and visitors. Middlesex Dispensary does not tolerate threats, threatening behavior, acts of violence, or any related conduct that disrupts another's work performance or Middlesex Dispensary's ability to provide its service and products to clients.

This Policy applies to all locations where Middlesex Dispensary-related work takes place, including offices, vehicles, and work sites.

Definition of Workplace Violence

For purposes of this Policy, "Workplace Violence" means behavior, whether direct or through the use of Middlesex Dispensary facilities, property or resources that:

- Is violent;
- Threatens violence;
- Harasses or intimidates others;
- Interferes with an individual's legal rights of movement or expression; or
- Disrupts the workplace.

Workplace Violence includes, but is not limited to, beatings, stabbings, shootings, sexual assaults, psychological traumas such as threats, obscene phone calls or e-mails, an intimidating presence, and harassment of any nature such as stalking, swearing or shouting.

Reporting Procedures

Middlesex Dispensary takes reports of Workplace Violence seriously. Middlesex Dispensary employees are required to report actual or alleged incidents of Workplace Violence to a company officer, regardless of whether those involved are employed or associated with Middlesex Dispensary. If a company officer is not immediately available, or if the Workplace Violence occurs off-site or after normal business hours, then a Middlesex Dispensary officer should be contacted at the earliest opportunity under the circumstances.

Nothing in this policy precludes an employee from contacting the police or building security in appropriate circumstances.

Middlesex Dispensary employees who, in good faith, report what they believe to be Workplace Violence or who cooperate in any investigation will not be subjected to retaliation. Any employee who believes he/she has been the victim of retaliation for reporting Workplace Violence or cooperating in an investigation should immediately contact a Middlesex Dispensary officer.

Employees and members who report Workplace Violence may request to do so confidentially. Such requests will be honored to the degree circumstances permit. Employees who are concerned about confidentiality should discuss their concerns with an officer of Middlesex Dispensary.

A false malicious accusation of Workplace Violence, or any false malicious accusation, is very serious and will be treated accordingly. However, mere failure to prove a claim of Workplace Violence does not constitute proof of a false malicious accusation.

Violations and Enforcement

Middlesex Dispensary will address violations of this Policy with appropriate disciplinary action, up to and including termination of employment.

6. Visitor Policy

There shall be no visitors allow at the dispensary facility. Any employee who allows a visitor to enter the facility will be subject to discipline, up to and including immediate termination.

7. Personal Telephone Calls

Personal telephone calls should be made during breaks, at lunch or on personal time. Personal telephone calls during business hours, both incoming and outgoing, should be confined to those that are absolutely necessary and should be brief.

IV. PAYROLL PRACTICES

1. Payroll

Each full-time employee, who Middlesex Dispensary supplies with a magnetic time card, shall record their hours worked by swiping the magnetic time card in the time clock at the beginning of the workday, out and in for lunch, and out at the end of the work day.

2. Overtime

To meet the needs of our customers, there will be occasions when you will have to work overtime. For this reason, overtime work, when assigned by your supervisor or Company officer

is mandatory. Although it may not be possible in all circumstances, Middlesex Dispensary will make every effort to notify you in advance of overtime work.

Additionally, full-time employees may work beyond the normal work day or work week only with the express authorization of his or her immediate supervisor or a Company officer. Failure to obtain the appropriate authorization for overtime work may result in discipline.

For purposes of calculating overtime pay, no paid time off including holidays, vacation days, personal floating holidays, sick days and jury duty, is considered time worked.

3. Vacation

Middlesex Dispensary recognizes that a paid vacation away from the job is good for the employee and good for the practice.

a. Exempt Employees

Each full-time exempt employee receives 15 days vacation per year of employment for the first five years of employment. After five years of continuous employment, exempt employees are given 20 days vacation per anniversary year. While exempt employees are given 15 vacation days at the date of hire, they are not eligible to use any vacation days until after six months of continuous employment with Middlesex Dispensary. Any unused vacation time at the next anniversary date may be carried into the next year for a total of 20 days in the bank. Employees are limited to using 10 vacation days at any one time.

All vacation time must be requested and approved by a supervisor or company officer prior to the date requested. Forty eight hours notice must be given to a supervisor or company officer prior to using one day's vacation. One week's written notice must be given to a supervisor or company officer prior to using vacation of more than one day. Two week's written notice must be given to a supervisor or company officer prior to using vacation of more than two days.

b. Non-Exempt Employees

Each full-time non-exempt employee receives 10 days vacation per year of employment for the first three years of employment. After three years of continuous employment, non-exempt employees are given 15 days vacation per anniversary year. While non-exempt employees are given 10 vacation days at the date of hire, they are not eligible to use any vacation days until after six months of continuous employment with Middlesex Dispensary.

All vacation time must be requested and approved by a supervisor or company officer prior to the date requested. Forty-eight hours notice must be given to a supervisor or company officer prior to using one day's vacation. One week's written notice must be given to a supervisor or company officer prior to using vacation of more than one day. Two week's written notice must be given to a supervisor or company officer prior to using vacation of more than two days. A full time non-exempt employee may bank unused vacation time into the next anniversary year not to exceed a total of four weeks vacation.

Scheduling Vacations

We will make every effort to accommodate your preferred vacation dates. However, because of business conditions, we reserve the right to assign you a specific time for your vacation.

4. Holidays

The following days are paid holidays for full time employees :

New Year's Day (January 1)

Good Friday

Memorial Day

Independence Day (July 4)

Labor Day

Thanksgiving Day

Christmas Day

Employee holiday pay will be conditioned upon the employee working the last scheduled shift or work day before, and the first scheduled shift or work day after a holiday, unless the employee has previously scheduled a vacation or floating holiday the day before the holiday. Limited exceptions to this rule may be made with the approval of the supervisor or Company officer. Employees in their introductory period are not entitled to holiday pay. If you work on a holiday, you will be paid at 1 1/2 times your regular hourly rate. If a holiday falls during a scheduled vacation, the vacation will be extended by one day.

Generally, if a scheduled holiday falls on a Saturday, it is usually observed on the preceding Friday; and if a scheduled holiday falls on a Sunday, it is usually observed on the following Monday. This policy is subject to change.

5. Facility Closing

From time to time Middlesex Dispensary may need to close the facility for as little as a few hours and possibly a few weeks due to unforeseen circumstances. Accordingly, Middlesex Dispensary reserves the right to close the facility for repairs, or any other reason, without prior notice to employees.

6. Floating Holidays

Upon successful completion of the 90-day introductory period, full-time employees are entitled to 16 hours of floating holidays during their anniversary year. Requests for these floating holidays must be made in writing in at least forty-eight (48) hours advance notice to the immediate supervisor or an officer of Middlesex Dispensary. Floating holidays may be taken at any time

provided the employee has given prior notice and received prior approval. Any unused portion of the floating holidays at the employee's yearly anniversary date will be paid as earnings through regular payroll. Under no circumstances may floating holidays be carried into the next calendar year.

7. Sick Time

After the successful completion of the 90-day introductory period, all full time employees receive twenty four hours of medical time off per anniversary year. At the anniversary date, any unused medical time for the previous year will be paid out as earnings. Under no circumstances may medical time be carried into the next anniversary year.

8. Jury Duty

If you are called for jury duty you will be paid your regular day's earnings, less any jury duty pay you receive.

You must notify your supervisor as soon as a jury duty notice is received. If after reporting for jury duty you are dismissed, you should return to work promptly for the balance of that day's work.

9. Bereavement Leave

Employees are allowed up to 3 consecutive work days off from work with pay for funerals of immediate family members. For the purpose of this leave, "immediate family members" are your spouse, children, parents, mother or father in-laws, siblings and brother or sister in-law. One day paid bereavement leave is allowed for extended family. You may request additional time.

10. Medical Leave of Absence

If you must cease work because of a disability, including pregnancy or pregnancy-related conditions you may be granted up to 90 days of leave. The leave will be unpaid after all your sick leave and accumulated vacation has been exhausted. You must provide a written medical certification from an attending physician before any leave of absence will be granted. The medical certification must specify the amount of leave required.

When you are able to return to work you will be required to present a doctor's release certifying your ability to return. If you are unable to return to work after the specified period of medical leave ends, or if it is impossible or unreasonable for Middlesex Dispensary to reinstate you to your former or an equivalent position when you return from leave, your employment may be terminated. In addition, if you engage in any other gainful employment during your leave of absence, you will be considered to have voluntarily terminated your employment.

11. Military Leave

If you enlist or are called to active duty during employment, you are eligible for military leave. Your right to re-employment will be governed by applicable federal law.

Military reservists who are required to go on military reserve training, may take a military leave. You will receive your regular weekly earnings minus the military pay you receive for a two-week period.

12. Child Care Leave

If you are a full-time or part-time employee, you may request an unpaid child care leave of absence for a period of up to 12 weeks. This would be in addition to any disability leave to which you are otherwise eligible under the procedures in this manual. To be eligible for this leave, you be employed for twelve months or for at least 1,000 hours of service for the year

preceding the requested leave. Additionally, you must have successfully completed your introductory period prior to the requested leave, and must submit the request in writing for approval to your supervisor or a company officer at least 2 weeks in advance of the anticipated leave, or as soon after the need for leave is discovered as is practical.

The request shall specifically include that you intend to return and shall state the approximate dates your leave is to begin and end. You may continue enrollment under Middlesex Dispensary's plan for the duration of the child care leave by prepaying your share of the appropriate insurance premiums. Upon your return to work, you will be reinstated to your original or an equivalent position.

13. Employee Travel Expenses

Should you be required to travel on business, you will be reimbursed for the actual expenses you incur or through an applicable per diem allowance, depending on your authorization. Your travel must be approved in advance and must be reported on an accurate and timely basis. Travel expenses must be approved by your supervisor or a company officer in advance.

V. TECHNOLOGY POLICIES

1. Internet Use

When using Middlesex Dispensary's internet connection, you are a representative of Middlesex Dispensary. You may only use the connection for business purposes. Improper use of the connection may be grounds for disciplinary action, up to and including immediate termination of employment. Prohibited uses include, but are not limited to:

- any activity that is contrary to state or federal law, including distributing or obtaining copyrighted software or information without proper authorization from the copyright holder;

- any activity that could damage Middlesex Dispensary's reputation or potentially put you and Middlesex Dispensary at risk for legal proceedings by any party. For example, libelous or harassing communications or unfair competitive practices are strictly prohibited.
- any activity that could be construed as hostile to another municipality or institutions. For example, employees may not make attempts to gain unauthorized access to another system and/or information;
- communication of Middlesex Dispensary's proprietary information.

Please remember, internet access is a privilege that may be withdrawn at any time. In addition, accounts based on Middlesex Dispensary connection are not confidential and communications, including mail and/or files, may be inspected by Middlesex Dispensary at any time. Internet activity may be monitored in accordance with Middlesex Dispensary interests.

2. **E-Mail**

Use of electronic mail, commonly called "e-mail" is provided by Middlesex Dispensary and is to be used for Middlesex Dispensary purposes.

E-mail use and e-mail files are not confidential. Activity may be monitored at any time and without notice to you. Middlesex Dispensary will have access to your e-mail. Even though you may "delete" messages, the messages may be preserved for an extended period of time. Access to all electronic files, including e-mail files, may be provided to third parties, as Middlesex Dispensary deems appropriate.

E-mail use is specifically prohibited in the following situations:

- any communication that violates state or federal law;
- any communication that may be viewed as libelous, a release of confidential information or trade secrets, harassing or threatening;
- any communication that could damage Middlesex Dispensary's reputation or potentially put you and Middlesex Dispensary at risk for legal proceedings by any party. (Remember that the message you send to another coworker in confidence can be transmitted to others);

- communication of Middlesex Dispensary proprietary information;
- harassing, threatening, discriminatory, sexually explicit or other inappropriate messages are not to be transmitted or stored. If you receive such a message, it is your responsibility to advise your immediate supervisor or company officer immediately.

3. Voicemail Policy

Voicemail is a resource provided by Middlesex Dispensary and is the property of Middlesex Dispensary. It is provided solely for business purposes. The use of voicemail for any reason other than for the legitimate business purposes of Middlesex Dispensary is prohibited. Harassing, threatening, discriminatory, sexually explicit or other inappropriate messages are not to be transmitted or stored.

Employees are responsible for protecting access to voicemail. Sharing use is discouraged. Employees may be held responsible for misuse that occurs through unauthorized access.

Please keep in mind that Middlesex Dispensary has access to your voicemail. While the concept of a business need, as well as a respect for legitimate confidentiality, will guide our actions, we reserve the right to access your voicemail at any time we deem appropriate. Use and access can be monitored and tracked by management at any time and without notice to you. Remember that even though messages may appear to be “deleted,” procedures by Middlesex Dispensary to guard against data loss may preserve material for extended periods of time. Access to voicemail and voicemail records may also be provided to third parties, as Middlesex Dispensary deems appropriate.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

4. Computer Use and Access

Computers are resources provided by Middlesex Dispensary and are the property of Middlesex Dispensary. They are provided solely for business purposes. The use of computers for any reason other than for the legitimate business purposes of Middlesex Dispensary is prohibited.

Employees are responsible for protecting access to their computer. Sharing use is discouraged. Employees may be held responsible for misuse that occurs through unauthorized access.

Please keep in mind that Middlesex Dispensary has access to your computer, including your hard drive(s). While the concept of a business need, as well as a respect for legitimate confidentiality, will guide our actions, we reserve the right to access your computers at any time we deem appropriate. Use and access can be monitored and tracked by management at any time and without notice to you. Remember that even though documents may appear to be “deleted,” procedures by Middlesex Dispensary to guard against data loss may preserve material for extended periods of time. Access to computers and computer records may also be provided to third parties, as Middlesex Dispensary deems appropriate.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

VI. EMPLOYEE PERFORMANCE

1. Performance Review

Your performance shall be reviewed regularly by your immediate supervisor. The review will consist of two parts: a written appraisal and a discussion of the appraisal between you and your supervisor.

VII. BENEFITS

1. Benefits and Insurance

At this time Middlesex Dispensary does not intend to offer its employees benefits or insurance. However, Middlesex Dispensary reserves the right to implement a comprehensive benefit and insurance program for employees, which may include (i) Comprehensive Medical Insurance; (ii) Life Insurance; (iii) Retirement Plan; and/or (iv) Short Term Disability Insurance.

VIII. EMPLOYEE COMMUNICATION

1. Problem Resolution

If you have a problem, suggestion, question or complaint, you should talk it over with your supervisor. Matters are usually best handled when they are discussed frankly and promptly.

If the discussion with your supervisor does not resolve the matter to your satisfaction, or if the problem is with your immediate supervisor, then you should discuss it with a company officer.

IX. HEALTH AND SAFETY

1. Health and Safety

The best source of protection for the health and safety of the work force is you, the individual employee. We, therefore, require you to follow strictly all health and safety policies and procedures and to obey all safety rules. You are also responsible for the safe operation of all Company property, equipment, etc. in your charge at any time.

Middlesex Dispensary maintains a list of potentially hazardous chemicals and MSD's, ensures that containers are labeled, and provides employees with training on safety and

appropriate chemical handling procedures. If you should have any questions or concerns regarding the substances you use, contact your supervisor or Company officer.

2. Workers' Compensation

We strive to reduce workers' compensation claims by providing the best possible working conditions. If you injure yourself on the job, notify your supervisor immediately.

X. GENERAL INTEREST

1. Emergency Contact Information

In the event of any emergency, we may need to know how to contact you or your relatives. It is important that we have your current home address and telephone number at all times, as well as the current address and telephone number of the person we should contact in case of an emergency.

XI. SEPARATION FROM EMPLOYMENT

1. Separation From Employment

If you leave our employment and would like us to respond to a subsequent reference request, you will be asked to complete the Authorization and Release Form given to you during the exit interview. Otherwise, Middlesex Dispensary will only verify dates of employment and position held.

The Authorization and Release Form provides as follows:

“In the event a prospective Company contacts a representative of Middlesex Dispensary about my employment with Middlesex Dispensary and/or my potential suitability for employment with the prospective

Company, I authorize Middlesex Dispensary to disclose orally or in writing any and all information about me in its possession, including the contents of my personnel file. I also authorize Middlesex Dispensary to provide the prospective Company with a recommendation, including an opinion, either positive or negative, it may have about me. In consideration for Middlesex Dispensary providing this reference and in connection with disclosing such information or providing such recommendation, I hereby release Middlesex Dispensary, and its directors, officers,, employees, representatives, and agents, personally and in all other capacities, from any and all claims, calls of action, or potential liability whatsoever which I have or may have as a result of their providing a reference or any such information to a prospective Company.

I understand that prior to signing this Authorization and Release Form I have had the opportunity to review its contents, ask questions and consult with an attorney prior to its execution. Execution of this release is totally voluntary and based upon my own wishes.”

Employees who separate from employment and their dependents may be able to continue group health coverage. This means that you may continue your group health benefits at your own cost for up to 18 months if your employment terminates for any reasons except gross misconduct. (In certain situations the continuation period may be longer.) Under certain circumstances, your dependents may also continue their coverage at their own cost if they are covered under your group health insurance with Middlesex Dispensary. This continuation of benefits is subject to amendment of the federal or state law.

ACKNOWLEDGEMENT

I acknowledge receipt of Middlesex Dispensary’s “Technology Policies” as contained within the Personnel Policies Manual. I acknowledge that from time to time the policies may be amended and that it is my responsibility to review and familiarize myself with any such amendment.

Employee Signature

Date

ACKNOWLEDGEMENT

I acknowledge receipt of Middlesex Dispensary’s “Employment at Will Policy” as defined and contained within the Middlesex Dispensary Personnel Policies Manual.

I understand that the nature of my employment relationship with Middlesex Dispensary is at will. I acknowledge that this means that both Middlesex Dispensary and I retain the right to terminate my employment relationship at any time and for any reason. I also acknowledge that my employment at-will status cannot be changed unless it is done so expressly and unambiguously in a written document executed by a company officer.

Employee Signature

Date

ACKNOWLEDGEMENT

I acknowledge that I received and read Middlesex Dispensary's "Sexual Harassment Policy and Complaint Procedure" as defined and contained within the Middlesex Dispensary Personnel Policies Manual.

Employee Signature

Date

ACKNOWLEDGEMENT

I acknowledge that I received and read Middlesex Dispensary’s “Workplace Violence ” as defined and contained within the Middlesex Dispensary Personnel Policies Manual.

Employee Signature

Date

EMPLOYMENT DESIRED

Position(s) applied for: _____

On what date would you be available to work? _____

Are you available to work: Full-time _____ Part-time _____

Hourly Rate/Salary desired?: _____

Are you currently on "lay-off" status and subject to recall? Yes ___ No ___

Can you work overtime? Yes ___ No ___

Can you travel if your job requires it? Yes ___ No ___

Have you ever applied to this company before, or worked for this company before? Yes ___ No ___

If yes, under what name, dates of employment and department?

Do you have friends or relatives working here? Yes ___ No ___

If yes, list name and relationship to you:

Have you ever been dismissed, involuntarily terminated or forced to resign from employment? Yes ___ No ___

If yes, please explain:

EDUCATION

Name and Address of School	Course of Study	Years Completed	Diploma/ Degree
Elementary & Middle School	N/A	1 2 3 4 5 6 7 8	N/A
High School	N/A	9 10 11 12	
College		1 2 3 4	
Graduate/ Professional/ Trade/Business			

Scholastic Average at each University _____

Academic Scholarships/Awards _____

Branch of Military or Service _____ Rank at Discharge _____ Characterization of Discharge _____

Period of Active Duty: From _____ To _____

Describe any job-related training received in the United States Military or Naval Service.

Describe any specialized training, apprenticeship, computer skills and extra-curricular activities.

EMPLOYMENT EXPERIENCE

Start with your present or last job. Include any job-related military service assignments and volunteer activities. If you need additional space, please continue on back of application.

Employer_____ From_____ To_____

Address_____ Hourly Rate/Salary_____

Telephone Number(s)_____ Job Title_____

Duties/Accomplishments

Supervisor (Name and Title)

Reason for Leaving

Employer_____ From_____ To_____

Address_____ Hourly Rate/Salary_____

Telephone Number(s)_____ Job Title_____

Duties/Accomplishments

Supervisor (Name and Title)

Reason for Leaving

Employer_____ From_____ To_____

Address_____ Hourly Rate/Salary_____

Telephone Number(s)_____ Job Title_____

Duties/Accomplishments

Supervisor (Name and Title)

Reason for Leaving

REFERENCES

Give the names of three persons not related to you whom you have known at lease one year.

NAME ADDRESS HOME PHONE BUSINESS PHONE

1. _____

2. _____

3. _____

State any additional information you feel may be helpful to us in considering your application.

**PROSPECTIVE EMPLOYEE
PRE-EMPLOYMENT DRUG TESTING POLICY**

All potential employees are advised of Middlesex Dispensary, LLC’s intent to perform pre-employment urinalysis drug testing. Middlesex Dispensary, LLC may withdraw an offer of employment made to any prospective employee whose urinalysis drug test produces a positive result.

Drug testing of prospective employees will be performed pursuant to Section 31-51t, et seq. of the Connecticut General Statutes, which provides that Middlesex Dispensary, LLC may condition denial of employment solely on the basis of a positive urinalysis drug test result, so long as the test utilizes a reliable test methodology, and any positive test result is confirmed by a second, independent test utilizing gas chromatography and mass spectrometry or a comparable method. No positive drug test result may be reported, transmitted or otherwise disclosed until has been so confirmed.

All prospective employees who test positive for illicit drugs at the time of pre-employment screening will be given copies of their urinalysis test result. The results of the pre-employment urinalysis drug testing will be kept strictly confidential at all times.

I have read and completely understand the above stated policy.

Name: _____
(Please Print Your Name)

Signed: _____

Date: _____

**NOTICE OF BACKGROUND CHECK AND
FAIR CREDIT REPORTING ACT DISCLOSURE**

As part of the interview process, Middlesex Dispensary, LLC may conduct a background check. If you are hired, Middlesex Dispensary, LLC may also conduct a background check in deciding whether to continue your employment and when making other employment-related decisions directly affecting you. As part of the background check, Middlesex Dispensary, LLC may obtain a “consumer report” from a “consumer reporting agency.” These terms are defined in the Fair Credit Reporting Act (“FCRA”), which applies to you. A consumer report may include information regarding such issues as your credit standing, criminal record, motor vehicle record, character and reputation. If Middlesex Dispensary, LLC obtains a “consumer report” about you, and considers any information in the “consumer report” when making an employment-related decision that directly and adversely affects you, you will be provided with a copy of the report before the decision is finalized. You may also contact the Federal Trade Commission in Washington, D.C., about your rights under the FCRA as a consumer with regard to “consumer reports” and the “consumer reporting agencies” that prepare these reports. Your signature below authorizes Middlesex Dispensary, LLC to obtain consumer reports regarding you from consumer reporting agencies in connection with your application and during the course of your employment.

To perform the background check, please provide the following information:

Social Security No.: _____ - _____ - _____

Driver’s License No.: _____ State: _____

Signature: _____ Print Name: _____

Print Former Name: _____ Date: _____

AUTHORIZATION TO COLLECT BACKGROUND INFORMATION

I have applied for employment at Middlesex Dispensary, LLC. I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. I authorize representatives of Middlesex Dispensary, LLC to obtain pertinent information from my previous employers, references, and other persons with knowledge of my work history and background, education, regulatory or police records, driving records, licensing status or professional designation, and character or reputation, and to consider the information provided by the background check when making decisions regarding my employment at Middlesex Dispensary, LLC.

I authorize all previous employers, references or other persons having knowledge of my record or myself to release such information to Middlesex Dispensary, LLC, and hereby release all persons from liability for any damage that may result from furnishing such information to Middlesex Dispensary, LLC.

A photocopy of this authorization may be accepted in lieu of the original.

Signature: _____

Print Name: _____

Print Former Name: _____

Date: _____

**AT-WILL EMPLOYMENT DISCLAIMER
AND
APPLICANT'S AGREEMENT AND CERTIFICATION**

I certify that the answers given in this application are true to the best of my knowledge.

I understand that the use of this application form does not indicate that there are any positions open and does not in any way obligate Middlesex Dispensary, LLC.

I understand that should I be granted an interview, no representations that may be made at the interview are to be construed as creating any obligation, promise or contract on behalf of Middlesex Dispensary, LLC. **Further, in consideration of my employment, I agree to conform to the policies and procedures of Middlesex Dispensary, LLC, as they may from time to time be implemented or revised, and that my employment and compensation can be terminated with or without cause, and with or without notice, at any time, for any lawful reason or for no reason at all at the option of either Middlesex Dispensary, LLC or myself.** It is further understood that this “**at-will**” employment relationship may not be changed by any written document or by conduct unless an officer of Middlesex Dispensary, LLC specifically acknowledges such change in writing. I understand that no supervisory, management or any other employee at Middlesex Dispensary, LLC has any authority to make a commitment of guaranteed or continuing employment to me, and no document or publication of this company should be interpreted to make such a guarantee.

I understand that false or misleading information given in my application, resume, interview(s) or during the course of my employment may result in withdrawal of a job offer or discipline up to and including termination of employment, whenever the omission or falsehood is discovered.

I understand that acceptance for employment shall depend on satisfactory replies from my references and other background checks. In the event I receive a job offer, I also understand that I may be subject to a drug test and/or a medical examination that I must pass before I commence work.

I have read, understood and agree to the foregoing.

Signature of Applicant

Date

CRIMINAL BACKGROUND

Have you ever been convicted of or pleaded guilty or nolo contendere (no contest) to, a violation of any state, federal, county or municipal law? (Do not include minor traffic violations) Yes___ No___

If yes, please give information regarding the nature of the charge, the date and location of conviction and the final disposition of the case:

THIS PORTION OF THE APPLICATION WILL ONLY BE REVIEWED BY MEMBERS OF THE HUMAN RESOURCES DEPARTMENT (OR THE PERSON(S) IN CHARGE OF EMPLOYMENT) AND ANYONE INVOLVED IN INTERVIEWING THE APPLICANT.

Applicants are not required to disclose the existence of an arrest, criminal charge or conviction for which records have been “erased.” The types of records subject to erasure under Connecticut law are as follows: (a) a finding of delinquency or that a child was a member of a family with service needs; (b) a sentence as a youthful offender; (c) a criminal charge that was dismissed or “nolled”; (d) a criminal charge for which the person was found not guilty; and (e) a conviction for which the person received an absolute pardon.

Any applicant whose criminal records were erased will be considered to have never been arrested and may so swear under oath.

I understand that the information provided above will not necessarily result in the rejection of my application, but that the nature of the information will be considered as it relates to the performance of the job duties in question and in light of the requirements of state and federal law.

I understand that a conviction will not necessarily result in the rejection of my application, but that the nature of the conviction will be considered as it relates to the performance of the job duties in question.

Applicant’s Signature: _____

Date: _____

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.

Section F (Bonus Points), Question 2 (Compassionate Need Plan)

Middlesex Dispensary will initially offer various specially designed, compassionate need programs in order to better meet the needs of the least fortunate clients, to participate in community giveback programs, and to facilitate our mission.

Veteran and Senior Discount: Middlesex Dispensary has established a program that provides our Military Veterans and Senior Citizens, defined as those 65 years of age or older, with a 10% discount on all product and/or accessory purchases. MJ Freeway software system will allow for this discount to be noted in the patient information profile so as to automatically apply the discounted price at each visit of qualifying patients. The presentation of proper identification will be required. Post-Traumatic Stress Disorder is the most prevalent debilitating medical condition with which most of the recently registered patients in the State of Connecticut are afflicted hence this population will be frequently encountered at the dispensary and this discount applied.

Hospice Provision: For patients whose condition warrants the assignment of hospice care status, Middlesex Dispensary will provide medicine to them or their designated caregiver at a 50% discount. The Dispensary will confirm the patient status and medication order with the prescribing physician and document this information in the computer.

Care Package Program: Middlesex Dispensary has a program in place to provide a 50% discount to assist those patients who have very limited income or a disability that mandates their participation in the State Medicaid assistance program. Patients will be required to present a photo ID along with proof of their Medicaid enrollment and, upon request, additional official documentation indicating their current income level. The Dispensary Manager may offer assistance on a sliding scale, with proof of income, to clients that are not able to afford their much needed medication. In times of emergency or immediate crisis and at the discretion of the Dispensary Manager, a one-time supply of no more than 3.5 grams may be provided, at no charge, and as long as the patient's dispensing record indicates that the quantity dispensed is within the mandated monthly supply guideline, to the afflicted patient/caregiver.

Warm Coat Drive: Middlesex Dispensary will accept, store and deliver donated winter coats to area distribution centers that provide services to the indigent.

It is the intent of Middlesex Dispensary to provide these compassionate care programs in collaboration with the area producers that are awarded permits by the Department. Dispensary staff shall be willing participants in worthy community support programs sponsored by those producers as well. Following our first year of successful operation and as revenue allows, Middlesex Dispensary intends to expand their presence in the community. At this time, many organizations are not receptive to any form of assistance from dispensary operations but hopefully, in the future, this negativity will subside.

Middlesex Dispensary Resource Library

PRODUCT REFERENCES:

Cannabis and Cannabinoids, Pharmacology, Toxicology, and Therapeutic Potential, 2008, Edited by Grotenhermen MD, Franjo and Russo MD, Ethan.

A clear, contemporary, objective presentation of the state of the art of the medicinal cannabis industry. Detailed, comprehensive scientific information presented in understandable language

Cannabis Indica, The Essential Guide to the World's Finest Marijuana Strains, volume 2, 2013, Edited by Oner, S.T. , introduction by Mel Thomas

Cannabis Sativa, The Essential Guide to the World's Finest Marijuana Strains, volume 2, 2013, Edited by Oner, S.T., introduction by Mel Thomas

Marijuana as Medicine? The Science Behind the Controversy, 2001, Joy, Janet and Mack, Allison for The Institute of Medicine

The Pot Book, A Complete Guide to Cannabis, Its Role in Medicine, Politics, Science, and Culture, 2010, Edited by Holland, Julie, MD

www.thetruthaboutcannabis.com explains, in laymen terms, the science and benefits of the cannabis plant.

MEDICAL CONDITION REFERENCES/LINKS:

Understanding PTSD, Guide to Understanding PTSD , informational booklet by National Center for Post Traumatic Stress Disorder.

www.ptsd.va.gov

Informational brochure that has been released by government agency is included for one of the eleven approved debilitating medical conditions with link attached for additional information. Similar booklets and site referrals for additional conditions will be available to patients at Middlesex Dispensary.

Middlesex Dispensary will have any and all additional materials that will be made available in the dispensary first reviewed and approved by the Department of Consumer Protection.

3. **Research Plan:** Provide the Department with a detailed proposal to conduct, or facilitate, a scientific study or studies related to the medicinal use of marijuana. To the extent it has been determined, include in your proposal, a detailed description of:
- The methodology of the study;
 - The issue(s) you intend to study;
 - The method you will use to identify and select study participants;
 - The identify of all persons or organizations you intend to work with in connection with the study, including the role of each;
 - The duration of the study; and
 - The intended use of the study results.

Section F (Bonus Points), Question 3 (Research Plan)

Middlesex Dispensary will offer complimentary blood pressure screenings to patients during their appointed visit. The significance of this simple procedure, especially in patients at high risk, is commonly understood and generally well received. The results can often indicate silent health issues that, if left untreated, could cause great harm. As part of a forecasted research plan of study and after the dispensary has been operating for 6 months, the blood pressure readings of select patients – with their full awareness and written consent - will be recorded, graphed and evaluated to determine how or if the medicinal marijuana therapy affected their readings over time.

Methodology: Depending on the variable being examined in the particular study, participants who meet the criteria will be selected, have blood pressure taken, and results recorded, interpreted, and revealed.

Study Issues: Several topics of study are proposed and plan to be implemented at Middlesex Dispensary in the future but all will not occur within the first year.

- 1) Initially the effect, if any, of medical marijuana use on the blood pressure of a particular patient, over time, will be the subject of study.
- 2) Plan to determine which/if any strain of cannabis had the least/greatest effect on the blood pressure over time. Consider the percentage ratio of THC to CBD when evaluating data and therapeutic effect.
- 3) To determine if the palliative use of medical marijuana has an effect, if any, on the number, type, and frequency of use of prescription medications that a study participant consumes and if there is a correlation between the strain of marijuana being consumed and the intensity of the effect, desired or undesired.

Participant Identification / Selection:

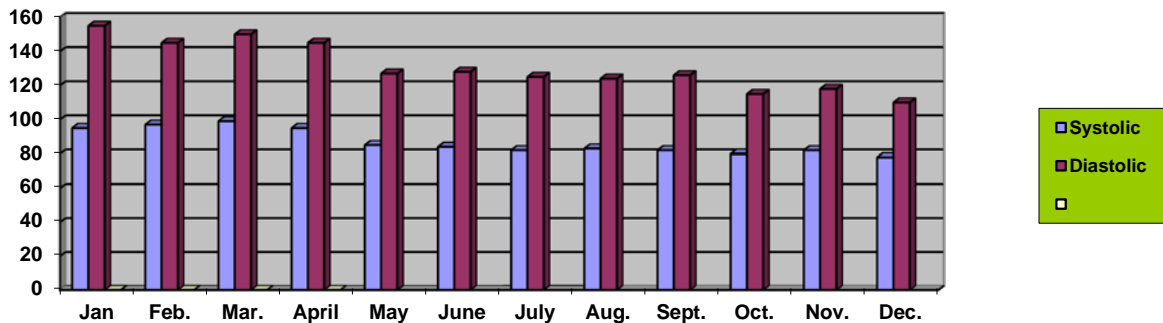
- 1) In the first study that to be conducted we will identify and select patients that are registered with Middlesex Dispensary, regularly record their blood pressure results with our facility and are willing to participate. The 12 patients with the highest blood pressure readings will be the chosen subjects.
- 2) Subsequent studies will identify and opt in those subjects who would be candidates for the topic of research. For example when we look at the effect, if any, the palliative use of marijuana has on a patient's number, type and frequency of use of prescription

medications we will choose those that consume the highest number of prescription medications relative to the particular area of study.

Research Associates: The simple studies will be within the scope of the dispensary staff and in the future, if permitted producers or licensed testing laboratories agree, Middlesex Dispensary would be interested in collaborating with them to further develop our understanding of cannabis.

Duration of Study: Beginning 6 months after opening, the blood pressure readings of the participants will be taken monthly and recorded for a one year period.

Intended Use of Study Results: Study results will be used to confirm and verify that medical marijuana use has an effect on blood pressure. The extent to which a particular cannabis strain has the most beneficial effect on improving blood pressure certain patients is yet to be determined.



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.

Section F (Bonus Points), Question 4 (Community Benefits Plan)

This year the staff of Middlesex Dispensary has committed to donating time to wrap gifts for the holiday season for the Albert J. Solnit Children's Hospital in Middletown, Connecticut which houses 13 to 18 year old psychiatric patients who are experiencing emotional or behavioral issues. The hospital is managed by the Connecticut Department of Children and Families and in the last 2 years has served about 70 youths during the holidays. In the past there have been approximately 10 organizations that have supported the hospital in their holiday efforts but this year, to date, only one other group is committed to donations of money or time. If granted permit by the State, Middlesex Dispensary will continue this commitment of time to the Solnit Center's holiday effort to bring Christmas to some of Connecticut's most needy youth.

Middlesex Dispensary intends to present annual monetary donations to the following organizations in support of research and development within a realm of study that each includes one of the State identified qualifying debilitating medical conditions for which the palliative use of marijuana is approved.

Hayley's Hope and Michaela's Miracle MS Memorial Fund, National Multiple Sclerosis Society, Connecticut Chapter. The annual donation of Middlesex Dispensary will help to continue the work of Jennifer, Hayley, and Michaela Petit who were instrumental in helping to raise awareness and funds in the fight against MS.

Closer to Free Fund, Smilow Cancer Hospital at Yale- New Haven. This annual donation, combined with the gifts of many others, will provide essential resources for researchers and physicians to pursue breakthrough cancer research and enhance compassionate patient care. If permitted and opened for business on June 1, 2014 as planned, then the first of these donations will be dispersed on June 1, 2015 for at least \$750.00 to each foundation. Revenue is expected to increase over time and Middlesex Dispensary will increase the amount of the annual donation as profits allow.

After Middlesex Dispensary is operating smoothly and earning profit, we intend to provide funding to The Melanoma Program at Yale, in particular towards clinical studies on tumors and blood samples under the direction of Dr. Harriet Kluger, MD. A non-psychoactive component of medical marijuana, CBC, shows great promise for stopping the growth of melanoma cells particularly well when applied as a salve topically to cancer lesions.

At the close of each calendar year Middlesex Dispensary will reevaluate its donation profile and add worthy causes as revenues allow concentrating on areas of study that focus research on one of the State approved debilitating medical conditions.

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.

Section F (Bonus Points), Question 5 (Substance Abuse Prevention Plan)

Middlesex Dispensary believes that it is the duty of the entire business community to collaborate with police, schools, individuals, clergy and students to address the issue of substance abuse and its prevention. Middlesex Dispensary is willing to offer financial support to area substance abuse coalitions as revenue allows and this topic will be revisited after 10 months of operation so that a plan for forthcoming donations can be put in place. At this time it appears that most local agencies are reluctant to have any association with a medical marijuana facility, yet Middlesex Dispensary is confident that in the future this unwarranted resistance will be overcome and a spirit of cooperation will prevail.

Substance Abuse Anonymous Tip Line cards: Middlesex Dispensary plans to design and distribute 2” x 3” size cards containing hotline information including a telephone number and internet links with contact information for someone seeking immediate assistance or to report drug abuse.

See Something, Hear Something

Say Something

Call the Anonymous

Substance Abuse Hotline

1-800-627-3543

www.ctna.org

These small cards will be offered for discrete display at local establishments that are willing to participate. Locales such as libraries, restaurants and bars, movie theaters, hair and nail salons, and appropriate schools will be presented with the cards and small display holder that can be made available to patrons at the venue’s discretion. A concerned individual would simply be able to place a card into their pocket in an unrecognized fashion and have the valuable information at hand.

The Dispensary Managers at the facility are licensed Pharmacists and have experience recognizing the signs and symptoms of drug abuse and addiction frequently associated with pharmaceutical controlled substances that are incredibly more potent than any medical marijuana strain. They will be prepared to offer patients advice as well as the following links to aid them in the prevention of substance abuse, medical marijuana included.

Helpful Links:

Call 877-200-4357 offers 24/ 7 Addiction Treatment Assistance

Call 860-346-0300 or online at www.rushford.org

Rushford Center, Inc., 1250 Silver Street, Middletown, CT 06457

Call 860-262-6110 or online at www.ct.gov/dmhas

CVH Addiction Services Division, Eastern Drive, Middletown, CT 06457

Once we establish a relationship with local schools and substance abuse agencies, which may take longer than one year, once each spring we would like to provide 7th through 10th grade students with key chains and pens containing the slogan:

BE SMART, DON'T START

in a continuing effort to remind the youth to think twice before starting a harmful habit.