



Medical Marijuana Program

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

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



Appendix A Dispensary Facility License Information Form

Section A: Business Information

1. Applicant 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 type="checkbox"/> Other: _____
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2. Legal Name of Applicant:

3. Trade Name of Applicant:

4. Applicant's Business Address:

5. City:

6. State: 7.

Zip Code:

8. Daytime Telephone Number:

9. E-mail Address:

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

11. City:

12. State:

13. Zip Code:

14. Daytime Telephone Number:

15. Fax Number:

Section B: Contact Information

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

16. Name of Primary Contact:

17. Primary Contact Title:

18. Primary Contact E-mail Address:

19. Primary Contact Telephone Number:

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:

25. Place of Formation/Incorporation:

26. Registered with the Connecticut Secretary of State:

Yes No

27. Sale and Use Tax Permit Number:

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



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Section D: Proposed Dispensary Facility Information

28. Proposed Dispensary Facility Address:			29. City:
30. State: CT	31. Zip Code:	32. Telephone Number:	33. Fax Number:
34. Own or Lease Property: <input type="checkbox"/> Own <input 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:	

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 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 _____ to _____	Friday _____ to _____
Tuesday _____ to _____	Saturday _____ to _____
Wednesday _____ to _____	Sunday _____ to _____
Thursday _____ to _____	

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 _____ to _____	Friday _____ to _____
Tuesday _____ to _____	Saturday _____ to _____
Wednesday _____ to _____	Sunday _____ to _____
Thursday _____ to _____	



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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



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

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

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

Create additional copies of this page if necessary.

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

49. Name (First, Middle, Last):	50. Title:	51. Role:

Section K: Financial Statement

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

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

Section L: Security System

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

55. Primary Security Company Name:	
56. Primary Security Company Address (including Apartment or Suite #):	57. City:



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

Section M: Legal Proceedings

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

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

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

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

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

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

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

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

Section N: Criminal Actions

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

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



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Section O: Criminal Background Check

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

77. Signature:



Paul A. Linn

78. Date Signed:

11/13/2013

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

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

79. Signature:

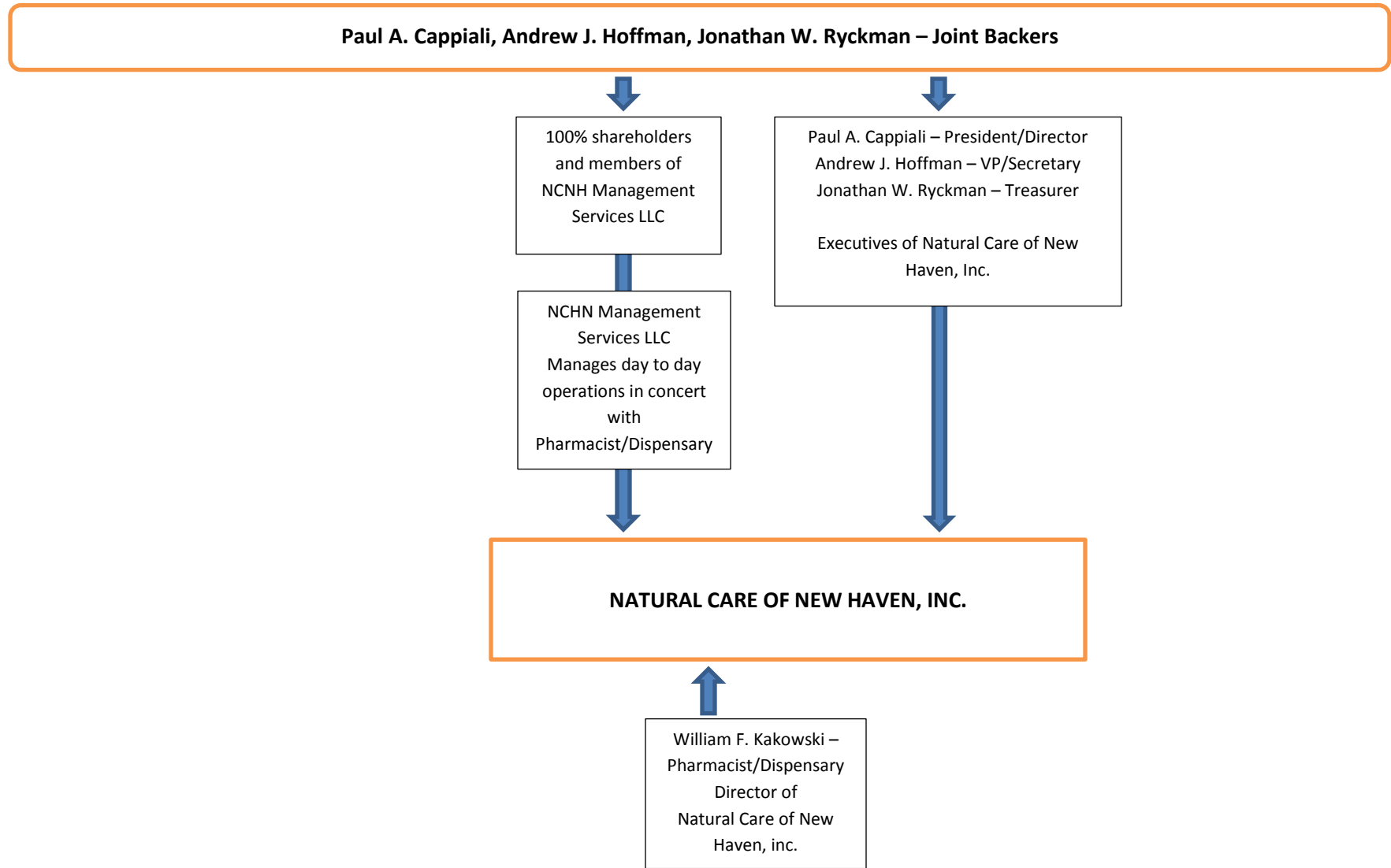


Paul A. Linn

80. Date Signed:

11/13/2013

Response to Request for Application, E.2





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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 type="checkbox"/> Other: _____
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2. Legal Name of Backer:

3. Trade Name of Backer (if applicable):

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

5. City:

6. State:

7. Zip Code:

8. Daytime Telephone Number:

9. Fax Number:

10. E-mail Address:

Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):

12. Percentage of ownership



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Section C: Licenses, Permits and Registrations

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

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

Section D: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section E: Criminal Actions

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

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



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Section F: Criminal Background Check

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

26. Signature:



Paul A. Conill

27. Date Signed:

11/13/2013

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

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

28. Signature:



Paul A. Conill

29. Date Signed:

11/13/2013

Paul A. Cappiali
28 Hartford Ave
Greenwich, CT 06830
(917) 848 7902 – paul@cappiali.com
www.cappiali.com

SUMMARY PROFILE

*Professional Sales Ambassador with a demonstrated record and proven leadership, communication and negotiation skills.
Unique and innovative approach to successful client relationships. Community leader, volunteer..*

Work Experience:

- **Empire Merchants** - Wholesale wine and liquor distributor **1993-Present**
 - Sales Associate **1993 - 1997**
 - Sales Manager **1997 - 1999**
 - Sales Director **1999 - 2002**
 - Senior Sales Associate **2002 - Present**

- **Joseph Grace Wholesaler** - Wholesale wine and liquor accessories distributor **2000-2007**
 - **Owned and operated wholesaler with national reach**
 - **Accounting**
 - **Webmaster**
 - **Buyer**
 - **Catalog Design**
 - **Inventory Management**
 - **Sales**
 - **Import Contract Management**

Charitable Involvements:

- Board Member: Friends for Fragile X
- National Fragile X Foundation
 - Fragile X is a genetic syndrome that is the most widespread single-gene cause of autism and inherited cause of mental retardation among children.

- St. Roch Catholic Church
 - Chairman: St. Roch Church Feast
 - In association with Catholic Charities of Fairfield County, with 25 program offices throughout the county, provides the largest private network of social services in southwestern Connecticut. In 2011, 1.3 million meals served to the hungry; 40,000 counseling sessions.

- Kids in Crisis
 - Connecticut's ONLY free, round-the-clock agency providing emergency shelter, crisis counseling and community educational programs for children of all ages and families dealing with a wide range of crises, including domestic violence, mental health and family problems, substance abuse, economic difficulties and more. Over 100,000 families and children have been helped by Kids in Crisis through crisis counseling services, temporary shelter and prevention programs provided throughout the area.

- Helping and Loving Orphans (H.A.L.O)
 - HALO is dedicated to bettering the lives of orphans and at-risk children around the world, especially in developing countries. HALO believes that the world's orphans should have every possible opportunity to reach his/her maximum potential in life through the best healthcare, education and training available.

Education:

- Arizona State University, Justice Studies 1988 -1992

Interests:

- Family, Church, Computer software development, Web Development, Wine,

ANDREW J. HOFFMAN

ajhoffman77@gmail.com
917-494-7014
255 Weaver Street, Apt. 3A
Greenwich, CT 06831

Professional Goal

I am a passionate business owner and entrepreneur eager to expand and diversify my business interests. I am seeking qualified investment opportunities that provide steady growth potential and an opportunity to employ my diverse skill set. I welcome professional challenges, hard work and the chance to learn from my experiences.

Professional Experience

Rye Brook Wine & Spirit Shop, Rye Brook, NY **January 2006 - Present**
Owner, Chief Operating Officer, Chief Financial Officer

- 50% owner of retail wine & spirit store with over 1500 SKUs
- Routinely engage with customers to determine their preferences and make appropriate recommendations
- Troubleshoot customer service issues and ensure overall client satisfaction
- Create, manage and adjust business processes to optimize sales, managerial workflow, warehouse capacity and planning
- Manage staff of full and part-time employees and educate staff on the law pertaining to the sale of alcohol
- Oversee website development and design
- Run full e-commerce website that reaches a local, national and international customer base
- Analyze customer demographics and cost of customer acquisition and retention
- Manage a successful, targeted marketing campaign
- Fully compliant licensee (New York State Liquor Authority Serial # 1171961) with untarnished record
- Shepherded annual gross sales from \$1.2 million to more than \$8.5 million in 2012

Lazar Corporate Advisors, White Plains, NY **July 1999 – October 2005**
Operations Manager

Assigned to several operating companies at different stages of development owned by private equity acquisition and business consulting firm. Simultaneously managed multiple projects across various industries. Primary long term assignments included:

The Lodge Music Production and Mastering, New York, NY **January 2003 – October 2005**
Operations Manager / Financial Manager

Concurrently managed operations and accounting for a separate mastering studio and music production studio. Developed financial business model to successfully fundraise for production studio startup. Planned and supervised \$1 million production studio build-out and negotiated all operational and financial aspects of startup, including leases and business licenses. Supervised billing, receivables, artist compensation and business payables. Approved purchases of new equipment and maintenance of same. Managed secure Master Tape vault of clients' music.

ANDREW J. HOFFMAN

Westwood LLC, New York, NY

June 1999 – January 2003

Operations Manager

Vertically integrated textile and apparel conglomerate with domestic production facilities that wove, knitted and dyed fabric for sale to the apparel industry. Acted as liaison between holding company and Westwood executives, managed back-office staff and coordinated with outsourced warehouse and distribution facility. Communicated with overseas vendors and customs brokers on a daily basis. Assessed and implemented company wide information system. Supervised consolidation and liquidation of company warehouses.

Education

Pace University, New York, NY

June 2001 – May 2005

M.B.A.: 2005, Finance, *Lubin School of Business*

Brandeis University, Waltham, MA

September 1995 – May 1999

B.A.: 1999, Economics

- *Three-time University Athletic Association Athlete of the Week* (honoring athletic and academic achievement): Dec. 1996, Jan. 1998, Feb. 1999
- *Four Year Letterman*, Fencing and Golf

Other Experience

Wine & Spirits Education Trust, New York, NY

An internationally recognized wine knowledge accreditation program

Intermediate Certificate with Distinction, 2008

Advanced Certificate with Distinction, 2009

Diploma Unit 2 and Unit 3, High Pass, 2009-2010

Professional References

Gary Ratner Partner and co-manager, Rye Brook Wine & Spirit Shop (gary@ryebrookwines.com)

Robert Winton C.P.A., Citrin Cooperman, White Plains, NY (rwinton@citricoperman.com)

Martha Levy Property Manager, Washington Park Plaza Associates, White Plains, NY
(mlevy@cuddyfeder.com)

Jonathan Ryckman

Cell: (203)-979-3021 ■ E-Mail: jryckman@gmail.com

Vice President Marketing & Sales

PROFILE

Vice President Marketing & Sales - Marketing and Sales Executive with 20+ years of brand innovation, sales and general management experience at premier CPG companies including PepsiCo, Nestle and Colgate Palmolive as well as in privately held Retail and PE backed businesses. Extensive track record of exceeding objectives on brands in highly competitive product categories across multiple geographies and classes of trade. Leveraging world-class brand management and business development training and experience for brand-centric businesses both large and small. A team player with ability to help drive organizations to success at retail and with the end customer.

PROFESSIONAL EXPERIENCE

Balance Bar Company Inc. (3/2011 – Present)
VP Sales, Balance Bar

Valhalla, NY

Balance Bar - leading Nutrition Energy Bar Brand with \$60+ million in revenue and national retail distribution across Grocery, Naturals, Specialty, Mass, Convenience, and Drug classes of trade. After its divesture by Kraft in 2010, we successfully extracted, resuscitated and sold the brand to NBTY in Nov. 2012 realizing a 2.5x return on investment for Brynwood Partners VI.

Reporting to the President and CEO, with responsibilities for managing company sales & customer service:

- Recruited by the owner and the CEO to replace the COO and directly manage top accounts (Kroger, Safeway, SuperValu, Publix, Walgreens, CVS, UNFI), regional sales directors (4) and the companies food broker network (Acosta, Natural Specialty Sales, Convenience and account specific brokers)
- Developed company sales reporting including annual plans, priorities, budgets, forecasting, trade spend and account level status and reviews that lead to improved visibility and dialogue on account performance
- Negotiated and implemented account plans that drove top-line growth, assortment productivity, and new product introductions at key retailers & distributors (Kroger, Ahold, Hannaford, Safeway, Wakefern, H.Teeter)
- Returned Balance Bar to profitable growth after 6yrs of consistent declines:
 - +13% revenue growth in '12 with reductions in trade spend (100 bp) & spoils & damages (200bp)
 - +4.7% SOM growth IRI - FDMx latest 52wks through 10.12

Alpha1Marketing / Krasdale Foods Inc. (08/2008 – 02/2011)
Marketing, Retail Services & Branded Initiatives

White Plains, NY

Alpha1Marketing is the exclusive Merchandising and Marketing Services provider of the largest Multi-Unit Retail Grocery group in New York City which includes C-Town & Bravo Supermarkets (over \$1billion in annual sales).

Reported to VP Sales & Marketing for the evaluation, development, and implementation of Brand programs for Alpha1 Grocery Retail Banners, Krasdale Private Brand, and strategic vendor partners (Top CPG & Food companies, brokers and distributors of international goods):

- Developed merchandising and integrated retail promotional programs for brands with inner-city Hispanic consumers via a mix of traditional selling programs, retail advertising and integrated messaging. Project management of partnership programs with Six Flags Great Adventure, Clorox, and Bumble Bee.
- Executed a Renovation plan for \$100m Krasdale Private Label Brand including implementing a new procurement model, complete brand re-launch of 700 sku's, expansion to new product categories and fact-based internal tracking and reporting.
- Prepared company due diligence efforts on brand and distributor acquisitions that resulted in negotiations with leading suppliers of international, ethnic goods.

• CONTINUED...

PROFESSIONAL EXPERIENCE *(continued)*

Pepsi-Lipton Partnership, (02/2007 – 07/2008)

Purchase, NY

Sr. Innovation Manager, Lipton Iced Teas

Pepsi Lipton Tea Partnership - JV between PepsiCo and Unilever for developing, marketing and distributing Lipton Brand RTD Iced Tea. Lipton is the second most-consumed branded beverage in the world with \$6 billion in annual revenue and the Iced Tea Market Leader in the US.

Reporting to the Marketing Director Pepsi-Lipton Partnership (PLP), Managing 3 Brand Managers and leading Lipton brand innovation strategy and new product development:

- Prepared and validated all 2008 Lipton initiatives across retail within the highly matrixed PepsiCo Innovation process (IDEA) ensuring timely execution across the bottling network. Of the eight projects that received funding in 2007 four were in national distribution (Gallons, 24oz Can, Sparkling, Red); two went to regional test markets (Chilled, Brisk Green) and one in select food-service accounts (fountain only).
- Built the Partnership's Innovation Strategy and 2009-2011 Pipeline resulting in management approval at both Unilever and PepsiCo in all aspects of product development including new tea varieties, flavors, formats, packaging, sweetener and preservative systems.
- Initiated work streams for all 2009 Key Innovation Initiatives plans with R&D, Consumer Insights, Finance and Sales Planning across both PepsiCo and Unilever.

Nestle Waters North America Inc. (1/2006 – 1/2007)

Greenwich, CT

Consultant - Business Manager, Super C Energy & Ingredient Add-Ins

Reporting to the VP Retail Marketing developing the bottled water leader's strategy for expanding into category adjacencies like "water-plus" ingredient add-ins:

- Created a \$30 million Business Plan complete with products, GTM and activation plans in 6 months
- Led all aspects of research, product development, production and activation planning
- Partnered with Kroger, Safeway, Publix and Distributors (UNFI / Kehe-TOL) to identify sales opportunities
- Managed transition to 3rd Party partner for activation

Colgate Palmolive, Latin American Division (11/2003 – 12/2005)

Mexico City, Mexico

Associate Director, Oral Care New Product Development

Reporting to VP General Manager New Products working in Colgate's 2nd largest operating division managing innovation and development for top priority Oral Care initiatives throughout Latin America:

- Created and validated the top new product initiatives for 2005-07, each with annual sales of +\$50 million by managing integrated team of R&D, Packaging, Finance, Insights and Brand Management
- Defined the category regional Innovation Strategy and Project Priorities that received funding and resources on both Regional and Global Oral Care initiatives
- Managed 15 "live" projects at their various stages of development & validation (Concept, Formula, Packaging, Advertising, Promotion, Activation) that resulted in successful validation of 12 new product concepts with 6 receiving developmental support in 2005-06. Colgate Max-Fresh was subsequently introduced globally as Colgate's Fresh breath platform
- Selected as an "Innovation Coach" for facilitating organizational change through various workshops

CONTINUED...

PROFESSIONAL EXPERIENCE (*continued*)

Colgate Palmolive International Brand Management Roles 1992 - 2003**Colgate Caracas Venezuela '00-'03**

Category Manager - Fabric Care (Detergents, Softeners and Fine Fabric cleaners) reporting to Marketing Director managing \$75 million category and 3 brand managers during unprecedented volatility caused by political and economic instability.

Colgate Mexico City '97-'00

Senior Brand Manager - Oral Care in Colgate's Mexican subsidiary. Defined and executed business plans that grew market leading Colgate brand toothpastes in Mexico from \$165 to \$220 million in annual revenue and recorded all-time highs in share of market, distribution and profitability.

Colgate Headquarters New York '96-'97

Global Marketing Development Program: highly competitive training program designed to prepare select employees for global marketing careers. Developed first to market account plans at Target and Kmart for the US introduction of *Fabuloso* and *Suavitel*. Contributed to Senior Management strategy sessions, operations and business planning reviews.

Colgate Rome Italy '92-'96

Brand Manager - Oral Care & Home Care Italy. Gained experience in all aspects of brand and project management, marketing and media planning, packaging, product and creative development, promotion and other business performance evaluations while managing a local \$25 million business.

OTHER

Education - **St. Lawrence University** (1992) Bachelor of Arts, Government

Languages - **English** (Native), **Spanish** (Fluent), **Italian** (Fluent)

International Experience - **Latin America, Mexico, Venezuela, Italy, UK**

References available upon request

WILLIAM F. KAKOWSKI

44 Harmon St
Hamden, CT 06517
203-230-2886
eskbfrank@hotmail.com

PROFESSIONAL EXPERIENCE

- VA Connecticut Healthcare System, West Haven, CT** **January 1999 - Present**
Staff Outpatient Pharmacist, Pharmacy Service
Perform standard duties of Staff Pharmacist including, but not limited to: process prescriptions, check for appropriate dosing, drug interactions and appropriateness of drug for existing disease state; check parameters of body function and drug level; interact with, collaborate with and, make recommendations to physicians and patients; oversee technician dispensing; perform routine maintenance on manual and electronic pharmacy equipment; act as “Pharmacist in Charge” as needed to supervise daily work of other pharmacists, technicians, students and volunteers, Trained and proficient on DHCP, VISTA and CPRS applications.
Left position with VA for one month February 2004 – March 2004 due to pay discrepancy. Matter was resolved and returned to full employment.
- Pelton Drug, Middletown, CT** **February 2004 – March 2004**
Staff Pharmacist
Performed all duties of Staff Pharmacist including, but not limited to: patient counseling, ordering inventory, supervised and completed physical inventories, training personnel, completing third party reports, consulting with prescribing physicians, overseeing technician dispensing.
- Stop and Shop Supermarket Company, Quincy, MA** **January 1989 – January 1999**
Staff Pharmacist
Performed all duties of Staff Pharmacist including, but not limited to: patient counseling, ordering inventory, supervised and completed physical inventories, training personnel, completing third party reports, consulting with prescribing physicians, overseeing technician dispensing.
- Candlewood Pharmacy, New Fairfield, CT** **1988-1989**
Staff Pharmacist
Daily responsibilities included: patient counseling, inventory management/replenishment, supervised and completed physical inventories, trained personnel, completed third party reports, consulted with prescribing physicians, oversaw technician dispensing.
- Fairfield Hills Hospital, Newtown, CT** **1987-1988**
Staff Inpatient Pharmacist
Filled and dispensed inpatient orders for all psychiatric inpatient wards. Completed monthly inspections of all floor stock and drugs maintained in nursing stations.

William F. Kakowski

Middlebury Pharmacy, Middlebury, CT

1984-1987

Staff Pharmacist

Daily responsibilities included: patient counseling, inventory management/replenishment, supervised and completed physical inventories, trained personnel, completed third party reports, consulted with prescribing physicians, oversaw technician dispensing.

Hitchcock Pharmacy, Waterbury, CT

1981-1984

Pharmacy Manager

In addition to performing all duties of a *Staff Pharmacist*, also acted as *Store Manager* to oversee general pharmacy (non-pharmaceutical) operations including: inventory control, attended to customer service matters, coordinated staff work schedules, interviewed and hired new employees.

East End Pharmacy, Waterbury, CT

1978-1981

Pharmacy Manager

In addition to performing all duties of a *Staff Pharmacist*, also acted as *Store Manager*.

Whelan's Drug, Waterbury, CT

1975-1978

Pharmacy Manager

In addition to performing all duties of a *Staff Pharmacist*, also acted as *Store Manager*.

Canfield Corner Pharmacy, Woodbury, CT

June 1974 – January 1975

Pharmacy Intern

Fulfilled mandatory internship prior to licensing under the supervision of Pharmacy owner. Learned and honed patient counseling skills, precise dispensing techniques, accurate preparation of third party reports and proper techniques for consulting with prescribing physicians.

EDUCATION

University of Connecticut, Storrs, CT

September 1969 – May 1974

B.S.: 1974, Pharmacy Major (Dean's List)

PROFESSIONAL LICENSURE

Pharmacy License: State of Connecticut (**1974 – Present**)

William F. Kakowski

REFERENCES

- Pat Strilbyckij, R.Ph Outpatient Pharmacy Supervisor, VA Connecticut Healthcare System,
203-932-5711, x3181
- Ocean Lee, PharmD Outpatient Clinical Pharmacist, VA Connecticut Healthcare System,
203-745-6691
- Charlie Bombardier, R.Ph Outpatient Clinical Pharmacist, VA Connecticut Healthcare System,
860-614-2992



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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):		
2. Street Address (including Apartment or Suite #):		
3. City:	4. State:	5. Zip Code:
6. Title:	7. Telephone Number:	8. E-mail Address:
9. Date of Birth:	10. Social Security Number:	11. Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information

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

Section C: Pharmacy Business Experience

21. Do you have any experience controlling, managing, operating or working for a pharmacy? <input type="checkbox"/> Yes <input type="checkbox"/> No
22. Are you currently associated with a pharmacy in any state? <input 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, how those allegations were resolved.



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Section D: Marijuana Business Experience

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

Yes No

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

Yes No

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

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

Section E: Other Relevant Business Experience

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

Yes No

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

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

Section F: Licenses, Permits and Registrations

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

29. State	30. Issue Date (month/year):	31. Type:	32. Number:
	Expiration Date (month/year):		
33. State	34. Issue Date (month/year):	35. Type:	36. Number:
	Expiration Date (month/year):		



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Section G: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section H: Criminal Actions

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

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

Section I: Criminal Background Check

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

42. Signature:



Paul A. Lini

43. Date Signed:

11/13/13



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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:



Paul A. Lind

45. Date Signed:

11/13/2013

PAUL A. CAPPIALI

paul@cappiali.com
917-848-7902
28 Hartford Ave.
Greenwich, CT 06830

Appendix C, Section E, Question 28:

Employer:	Empire Merchants LLC
Products/Services	Wholesale Wine and Liquor
Location:	19-50 48th St Astoria, NY 11105
Title:	Salesperson 2006-2013, Sales Manager 2000-2005, Salesperson 1993-1999
Employment Dates:	July 1993 - Present
Employment Status:	Current employer
Alleged Violations:	None to my knowledge
Relevance of duties:	<p>I have responsible held a solicitor's permit for the sale of control substances for 19 + years in the adjacent State of New York without incident. I have had training in responsible handling and administration of a controlled substance. I have had training in recognizing legal documentation for identification purposes. I have had training in recognizing abuse of a controlled substance and how to handle such circumstances. I have had training in the respectful refusal of service to individuals who don't meet set minimum standards. I have contributed to company efforts to inform the public of potential abuse and to help communicate appropriate standards.</p>



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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): Andrew Jon Hoffman		
2. Street Address (including Apartment or Suite #): 255 Weaver Street, Apt 3A		
3. City: Greenwich	4. State: CT	5. Zip Code: 06831
6. Title: Vice President	7. Telephone Number: (917) 494-7014	8. E-mail Address: ajhoffman77@gmail.com
[Redacted]		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information

12. Current or Most Recent Employer: 13. New York Premier Wines Inc. d/b/a Rye Brook Wine & Spirit Shop		Date of Employment: Start Date: 01/2006 End Date: :	
14. Employer Address (including Apartment or Suite #): 259 South Ridge Street			
15. City: Rye Brook		16. State: NY	17. Zip Code: 10573
18. Telephone Number: (914) 939-7511	19. Fax Number: (914) 939-7019	20. E-mail Address: gary@ryebrookwines.com	

Section C: Pharmacy Business Experience

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



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Section D: Marijuana Business Experience

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

Yes No

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

Yes No

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

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

Section E: Other Relevant Business Experience

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

Yes No

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

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

Section F: Licenses, Permits and Registrations

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

29. State NY	30. Issue Date (month/year): 02/27/2012 Expiration Date (month/year): 02/28/2015	31. Type: Liquor Store License	32. Number: Serial # 1171961
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:

43. Date Signed:

11/13/2013



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

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

44. Signature:

45. Date Signed:

11/13/2013

ANDREW J. HOFFMAN

ajhoffman77@gmail.com
917-494-7014
255 Weaver Street, Apt. 3A
Greenwich, CT 06831

Appendix C, Section E, Question 28:

Employer:	New York Premier Wines Inc. d/b/a Rye Brook Wine & Spirit Shop
Products/Services	Retailer of wine and liquor
Location:	259 South Ridge St, Rye Brook, NY 10573
Title:	Chief Operating Officer / Chief Financial Officer (January 2006 – Present)
Employment Dates:	January 2006 - Present
Employment Status:	Current employer, 50% owner of corporation
Alleged Violations:	Business has never been accused of violating and Federal or New York State laws or regulations.
Relevance of duties:	<p>As the owner and operator of a retail wine and liquor store for the past eight years, I am well-versed in New York State Liquor Law and fully understand the need for compliance when selling controlled substances to the public. Rye Brook Wine & Spirit Shop has an untarnished record with the New York State Liquor Authority and has cooperated with the NYSLA in the investigation of other entities and matters.</p> <p>Using NYSLA guidelines, I established workplace protocol ensuring that alcohol is not transferred to minors nor any other customer exhibiting signs of addiction, depression or intoxication. Trained staff members successfully verify customer photo identification to ensure proper age and validity.</p> <p>I maintain a proactive presence on behalf of the store in our community and regularly engage local law enforcement in an effort to keep all lines of communication open.</p> <p>My ability to operate successfully within a controlled industry makes me an ideal partner with the State of Connecticut to ensure the operation of a safe and effective Medical Marijuana Dispensary.</p>



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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): William Francis Kakowski		
2. Street Address (including Apartment or Suite #): 44 Harmon St		
3. City: Hamden	4. State: CT	5. Zip Code: 06517
6. Title: Director - Pharmacist	7. Telephone Number: (203) 230-2886	8. E-mail Address: eskbfrank@hotmail.com
11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female		

Section B: Employment Information

12. Current or Most Recent Employer: 13. VA Connecticut Healthcare System		Date of Employment: Start Date: 01/19/1999 End Date: :	
14. Employer Address (including Apartment or Suite #): 950 Campbell Ave			
15. City: West Haven		16. State: CT	17. Zip Code: 06516
18. Telephone Number: (203) 932-5711	19. Fax Number: (203) 937-4899	20. E-mail Address: Patricia.Strilbyckij@va.gov	

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, 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): 02/01/2012 Expiration Date (month/year): 01/31/2014	31. Type: Pharmacist License	32. Number: 4871
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:



Will F. Koe

43. Date Signed:

11/12/13



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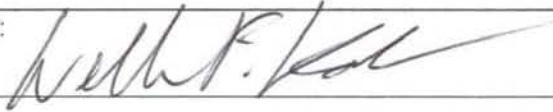
E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



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:



45. Date Signed:

11/12/13

WILLIAM F. KAKOWSKI

44 Harmon St
Hamden, CT 06517
203-230-2886
eskbfrank@hotmail.com

Appendix C, Section C, Question 23:

Pharmacy Name:	VA Connecticut Healthcare System
Location:	West Haven, CT
Title:	Staff Outpatient Pharmacist
Responsibilities:	Perform standard duties of Staff Pharmacist including, but not limited to: process prescriptions, check for appropriate dosing, drug interactions and appropriateness of drug for existing disease state; check parameters of body function and drug level; interact with, collaborate with and , make recommendations to physicians and patients; oversee technician dispensing; perform routine maintenance on manual and electronic pharmacy equipment; act as "Pharmacist in Charge" as needed to supervise daily work of other pharmacists, technicians, students and volunteers, Trained and proficient on DHCP, VISTA and CPRS applications.
Dates:	April 2004 - Present
Status of Employment:	Current employer, retiring on 11/29/2013 in good standing.
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Pelton Drug
Location:	Middletown, CT
Title:	Staff Pharmacist
Responsibilities:	Performed all duties of Staff Pharmacist including, but not limited to: patient counseling, ordering inventory, supervised and completed physical inventories, training personnel, completing third party reports, consulting with prescribing physicians, overseeing technician dispensing.
Dates:	February 2004 – March 2004
Status of Employment:	Returned to VA Connecticut Healthcare System due to competitive salary offering
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

William F. Kakowski - Appendix C, Section C, Question 23 (cont.)

Pharmacy Name:	VA Connecticut Healthcare System
Location:	West Haven, CT
Title:	Staff Outpatient Pharmacist
Responsibilities:	Perform standard duties of Staff Pharmacist including, but not limited to: process prescriptions, check for appropriate dosing, drug interactions and appropriateness of drug for existing disease state; check parameters of body function and drug level; interact with, collaborate with and , make recommendations to physicians and patients; oversee technician dispensing; perform routine maintenance on manual and electronic pharmacy equipment; act as "Pharmacist in Charge" as needed to supervise daily work of other pharmacists, technicians, students and volunteers, Trained and proficient on DHCP, VISTA and CPRS applications.
Dates:	January 1999 – February 2004
Status of Employment:	Resigned for Pharmacist position with competitive pay
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Stop and Shop Supermarket Company
Location:	Waterbury,CT
Title:	Staff Pharmacist
Responsibilities:	Performed all duties of Staff Pharmacist including, but not limited to: patient counseling, ordering inventory, supervised and completed physical inventories, training personnel, completing third party reports, consulting with prescribing physicians, overseeing technician dispensing.
Dates:	January 1989 - January 1999
Status of Employment:	Left employer to gain exposure to outpatient hospital-based pharmacy environment
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Candlewood Pharmacy
Location:	New Fairfield, CT
Title:	Staff Pharmacist
Responsibilities:	Performed all duties of Staff Pharmacist including, but not limited to: patient counseling, ordering inventory, supervised and completed physical inventories, training personnel, completing third party reports, consulting with prescribing physicians, overseeing technician dispensing.
Dates:	January 1989 - January 1999
Status of Employment:	Left for pay increase
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

William F. Kakowski - Appendix C, Section C, Question 23 (cont.)

Pharmacy Name:	Fairfield Hills Hospital
Location:	Newtown, CT
Title:	Staff Inpatient Pharmacist
Responsibilities:	Filled and dispensed inpatient orders for all psychiatric inpatient wards. Completed monthly inspections of all floor stock and drugs maintained in nursing stations.
Dates:	1987 - 1988
Status of Employment:	Left for new opportunity with retail pharmacy
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Middlebury Pharmacy
Location:	Middlebury, CT
Title:	Staff Pharmacist
Responsibilities:	Daily responsibilities included: patient counseling, inventory management/replenishment, supervised and completed physical inventories, trained personnel, completed third party reports, consulted with prescribing physicians, oversaw technician dispensing.
Dates:	1984 - 1987
Status of Employment:	Left for position with new employer that offered benefits
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Hitchcock Pharmacy
Location:	Waterbury, CT
Title:	Pharmacy Manager
Responsibilities:	In addition to performing all duties of a <i>Staff Pharmacist</i> , also acted as <i>Store Manager</i> to oversee general pharmacy (non-pharmaceutical) operations including: inventory control, attended to customer service matters, coordinated staff work schedules, interviewed and hired new employees.
Dates:	1981 - 1984
Status of Employment:	Left for better salary offer
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

William F. Kakowski - Appendix C, Section C, Question 23 (cont.)

Pharmacy Name:	East End Pharmacy
Location:	Waterbury, CT
Title:	Pharmacy Manager
Responsibilities:	In addition to performing all duties of a <i>Staff Pharmacist</i> , also acted as <i>Store Manager</i> to oversee general pharmacy (non-pharmaceutical) operations including: inventory control, attended to customer service matters, coordinated staff work schedules, interviewed and hired new employees.
Dates:	1978 - 1981
Status of Employment:	Left for better salary offer
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Whelan's Drug
Location:	Waterbury, CT
Title:	Pharmacy Manager
Responsibilities:	In addition to performing all duties of a Staff Pharmacist, also acted as Store Manager to oversee general pharmacy (non-pharmaceutical) operations including: inventory control, attended to customer service matters, coordinated staff work schedules, interviewed and hired new employees.
Dates:	1975 - 1978
Status of Employment:	Left for better salary offer
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Canfield Corner Pharmacy
Location:	Woodbury, CT
Title:	Pharmacy Intern
Responsibilities:	Fulfilled mandatory internship prior to licensing under the supervision of Pharmacy owner. Learned and honed patient counseling skills, precise dispensing techniques, accurate preparation of third party reports and proper techniques for consulting with prescribing physicians.
Dates:	June 1974 - January 1975
Status of Employment:	Completed mandatory internship and left for full-time employment
Alleged Violations:	No known allegations of any violations of laws or regulations during employment



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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): Jonathan Wade Ryckman		
2. Street Address (including Apartment or Suite #): 39 Druid Lane		
3. City: Riverside	4. State: CT	5. Zip Code: 06878
6. Title: Treasurer	7. Telephone Number: (203) 979-3021	8. E-mail Address: jryckman@gmail.com
[REDACTED]		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information

12. Current or Most Recent Employer: 13. DeMets Candy Company		Date of Employment: Start Date: 01/09/2013 End Date: :	
14. Employer Address (including Apartment or Suite #): 30 Buxton Farm Road			
15. City: Stamford		16. State: CT	17. Zip Code: 06905
18. Telephone Number: (203) 321-4701	19. Fax Number:	20. E-mail Address: jryckman@demetscandy.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	30. Issue Date (month/year): Expiration Date (month/year):	31. Type:	32. Number:
33. State	34. Issue Date (month/year): Expiration Date (month/year):	35. Type:	36. Number:



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Section G: Legal Proceedings

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Section H: Criminal Actions

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

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

Section I: Criminal Background Check

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

42. Signature:



43. Date Signed:

11/13/13



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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:

45. Date Signed:

11/13/13

JONATHAN RYCKMAN

203-979-3021
39 Druid Lane
Riverside CT 06878

Appendix C, Section E, Question 28:

Employer:	DeMet's Candy Company
Products/Services	Producer, seller and distributor of premium chocolates under the TURTLES and FLIPZ brands.
Location:	30 Buxton Farm Road, Stamford, CT 06905
Title:	Senior Vice President Sales
Employment Dates:	January 2013 – Present
Relevance of duties:	<p>I have been in business for the past 22 years working in senior managerial roles at some of the largest corporations in the United States including Colgate Palmolive and PepsiCo. Most recently I have been working in a privately owned, Connecticut based confection company with over \$100 million in annual revenue as the Senior Vice President of Sales. Working primarily in the fields of marketing, sales and general management, I have had extensive experience with building successful businesses around products and brands in a wide range of categories. My expertise lies in making sound business decisions and addressing all aspects of day to day and strategic managing of businesses focused on selling products and servicing customers and consumers. I have extensive experience in manufacturing, procurement of materials, pricing, financial modeling and managing customers that will benefit the up-front planning and everyday decision making necessary to ensure our sustained success</p>

ANDREW J. HOFFMAN

ajhoffman77@gmail.com
917-494-7014
255 Weaver Street, Apt. 3A
Greenwich, CT 06831

Response to Request for Application, E.3

Professional Goal

I am a passionate business owner and entrepreneur eager to expand and diversify my business interests. I am seeking qualified investment opportunities that provide steady growth potential and an opportunity to employ my diverse skill set. I welcome professional challenges, hard work and the chance to learn from my experiences.

Professional Experience

Rye Brook Wine & Spirit Shop, Rye Brook, NY **January 2006 - Present**
Owner, Chief Operating Officer, Chief Financial Officer

- 50% owner of retail wine & spirit store with over 1500 SKUs
- Routinely engage with customers to determine their preferences and make appropriate recommendations
- Troubleshoot customer service issues and ensure overall client satisfaction
- Create, manage and adjust business processes to optimize sales, managerial workflow, warehouse capacity and planning
- Manage staff of full and part-time employees and educate staff on the law pertaining to the sale of alcohol
- Oversee website development and design
- Run full e-commerce website that reaches a local, national and international customer base
- Analyze customer demographics and cost of customer acquisition and retention
- Manage a successful, targeted marketing campaign
- Fully compliant licensee (New York State Liquor Authority Serial # 1171961) with untarnished record
- Shepherded annual gross sales from \$1.2 million to more than \$8.5 million in 2012

Lazar Corporate Advisors, White Plains, NY **July 1999 – October 2005**
Operations Manager

Assigned to several operating companies at different stages of development owned by private equity acquisition and business consulting firm. Simultaneously managed multiple projects across various industries. Primary long term assignments included:

The Lodge Music Production and Mastering, New York, NY **January 2003 – October 2005**
Operations Manager / Financial Manager

Concurrently managed operations and accounting for a separate mastering studio and music production studio. Developed financial business model to successfully fundraise for production studio startup. Planned and supervised \$1 million production studio build-out and negotiated all operational and financial aspects of startup, including leases and business licenses. Supervised billing, receivables, artist compensation and business payables. Approved purchases of new equipment and maintenance of same. Managed secure Master Tape vault of clients' music.

ANDREW J. HOFFMAN

Westwood LLC, New York, NY

June 1999 – January 2003

Operations Manager

Vertically integrated textile and apparel conglomerate with domestic production facilities that wove, knitted and dyed fabric for sale to the apparel industry. Acted as liaison between holding company and Westwood executives, managed back-office staff and coordinated with outsourced warehouse and distribution facility. Communicated with overseas vendors and customs brokers on a daily basis. Assessed and implemented company wide information system. Supervised consolidation and liquidation of company warehouses.

Education

Pace University, New York, NY

June 2001 – May 2005

M.B.A.: 2005, Finance, *Lubin School of Business*

Brandeis University, Waltham, MA

September 1995 – May 1999

B.A.: 1999, Economics

- *Three-time University Athletic Association Athlete of the Week* (honoring athletic and academic achievement): Dec. 1996, Jan. 1998, Feb. 1999
- *Four Year Letterman*, Fencing and Golf

Other Experience

Wine & Spirits Education Trust, New York, NY

An internationally recognized wine knowledge accreditation program

Intermediate Certificate with Distinction, 2008

Advanced Certificate with Distinction, 2009

Diploma Unit 2 and Unit 3, High Pass, 2009-2010

Professional References

Gary Ratner Partner and co-manager, Rye Brook Wine & Spirit Shop (gary@ryebrookwines.com)

Robert Winton C.P.A., Citrin Cooperman, White Plains, NY (rwinton@citricoperman.com)

Martha Levy Property Manager, Washington Park Plaza Associates, White Plains, NY
(mlevy@cuddyfeder.com)



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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): William Francis Kakowski			
2. Home Address (including Apartment or Suite #): 44 Harmon St			3. City: Hamden
4. State: CT	5. Zip Code: 06517	6. Date of Birth: [REDACTED]	7. Telephone Number: (203) 230-2886
8. Social Security Number: [REDACTED]			9. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
10. E-mail Address: eskbf Frank@hotmail.com		11. Connecticut Pharmacist License Number: 4871	

Section B: Employment Information

12. Current or Most Recent Employer: 13. VA Connecticut Healthcare System		Date of Employment: Start Date: 01/19/1999 End Date: :	
14. Employer Address (including Apartment or Suite #): 950 Campbell Ave			
15. City: West Haven		16. State: CT	17. Zip Code: 06516
18. Daytime Telephone Number: (203) 932-5711	19. Fax Number: (203) 937-4899	20. E-mail Address: Patricia.Strilbyckij@va.gov	

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:



William F. Koh

26. Date Signed:

11/12/13

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

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

27. Signature:



William F. Koh

28. Date Signed:

11/12/13

WILLIAM F. KAKOWSKI

44 Harmon St
Hamden, CT 06517
203-230-2886
eskbfrank@hotmail.com

Appendix D, Section C, Question 23:

Pharmacy Name:	VA Connecticut Healthcare System
Location:	West Haven, CT
Title:	Staff Outpatient Pharmacist
Responsibilities:	Perform standard duties of Staff Pharmacist including, but not limited to: process prescriptions, check for appropriate dosing, drug interactions and appropriateness of drug for existing disease state; check parameters of body function and drug level; interact with, collaborate with and , make recommendations to physicians and patients; oversee technician dispensing; perform routine maintenance on manual and electronic pharmacy equipment; act as "Pharmacist in Charge" as needed to supervise daily work of other pharmacists, technicians, students and volunteers, Trained and proficient on DHCP, VISTA and CPRS applications.
Dates:	April 2004 - Present
Status of Employment:	Current employer, retiring on 11/29/2013 in good standing.
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Pelton Drug
Location:	Middletown, CT
Title:	Staff Pharmacist
Responsibilities:	Performed all duties of Staff Pharmacist including, but not limited to: patient counseling, ordering inventory, supervised and completed physical inventories, training personnel, completing third party reports, consulting with prescribing physicians, overseeing technician dispensing.
Dates:	February 2004 – March 2004
Status of Employment:	Returned to VA Connecticut Healthcare System due to competitive salary offering
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

William F. Kakowski - Appendix C, Section C, Question 23 (cont.)

Pharmacy Name:	VA Connecticut Healthcare System
Location:	West Haven, CT
Title:	Staff Outpatient Pharmacist
Responsibilities:	Perform standard duties of Staff Pharmacist including, but not limited to: process prescriptions, check for appropriate dosing, drug interactions and appropriateness of drug for existing disease state; check parameters of body function and drug level; interact with, collaborate with and , make recommendations to physicians and patients; oversee technician dispensing; perform routine maintenance on manual and electronic pharmacy equipment; act as “Pharmacist in Charge” as needed to supervise daily work of other pharmacists, technicians, students and volunteers, Trained and proficient on DHCP, VISTA and CPRS applications.
Dates:	January 1999 – February 2004
Status of Employment:	Resigned for Pharmacist position with competitive pay
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Stop and Shop Supermarket Company
Location:	Waterbury,CT
Title:	Staff Pharmacist
Responsibilities:	Performed all duties of Staff Pharmacist including, but not limited to: patient counseling, ordering inventory, supervised and completed physical inventories, training personnel, completing third party reports, consulting with prescribing physicians, overseeing technician dispensing.
Dates:	January 1989 - January 1999
Status of Employment:	Left employer to gain exposure to outpatient hospital-based pharmacy environment
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Candlewood Pharmacy
Location:	New Fairfield, CT
Title:	Staff Pharmacist
Responsibilities:	Performed all duties of Staff Pharmacist including, but not limited to: patient counseling, ordering inventory, supervised and completed physical inventories, training personnel, completing third party reports, consulting with prescribing physicians, overseeing technician dispensing.
Dates:	January 1989 - January 1999
Status of Employment:	Left for pay increase
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

William F. Kakowski - Appendix C, Section C, Question 23 (cont.)

Pharmacy Name:	Fairfield Hills Hospital
Location:	Newtown, CT
Title:	Staff Inpatient Pharmacist
Responsibilities:	Filled and dispensed inpatient orders for all psychiatric inpatient wards. Completed monthly inspections of all floor stock and drugs maintained in nursing stations.
Dates:	1987 - 1988
Status of Employment:	Left for new opportunity with retail pharmacy
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Middlebury Pharmacy
Location:	Middlebury, CT
Title:	Staff Pharmacist
Responsibilities:	Daily responsibilities included: patient counseling, inventory management/replenishment, supervised and completed physical inventories, trained personnel, completed third party reports, consulted with prescribing physicians, oversaw technician dispensing.
Dates:	1984 - 1987
Status of Employment:	Left for position with new employer that offered benefits
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Hitchcock Pharmacy
Location:	Waterbury, CT
Title:	Pharmacy Manager
Responsibilities:	In addition to performing all duties of a <i>Staff Pharmacist</i> , also acted as <i>Store Manager</i> to oversee general pharmacy (non-pharmaceutical) operations including: inventory control, attended to customer service matters, coordinated staff work schedules, interviewed and hired new employees.
Dates:	1981 - 1984
Status of Employment:	Left for better salary offer
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

William F. Kakowski - Appendix C, Section C, Question 23 (cont.)

Pharmacy Name:	East End Pharmacy
Location:	Waterbury, CT
Title:	Pharmacy Manager
Responsibilities:	In addition to performing all duties of a <i>Staff Pharmacist</i> , also acted as <i>Store Manager</i> to oversee general pharmacy (non-pharmaceutical) operations including: inventory control, attended to customer service matters, coordinated staff work schedules, interviewed and hired new employees.
Dates:	1978 - 1981
Status of Employment:	Left for better salary offer
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Whelan's Drug
Location:	Waterbury, CT
Title:	Pharmacy Manager
Responsibilities:	In addition to performing all duties of a Staff Pharmacist, also acted as Store Manager to oversee general pharmacy (non-pharmaceutical) operations including: inventory control, attended to customer service matters, coordinated staff work schedules, interviewed and hired new employees.
Dates:	1975 - 1978
Status of Employment:	Left for better salary offer
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Pharmacy Name:	Canfield Corner Pharmacy
Location:	Woodbury, CT
Title:	Pharmacy Intern
Responsibilities:	Fulfilled mandatory internship prior to licensing under the supervision of Pharmacy owner. Learned and honed patient counseling skills, precise dispensing techniques, accurate preparation of third party reports and proper techniques for consulting with prescribing physicians.
Dates:	June 1974 - January 1975
Status of Employment:	Completed mandatory internship and left for full-time employment
Alleged Violations:	No known allegations of any violations of laws or regulations during employment

Appendix E

Not Applicable

All NCNH backers have completed Appendix C and therefore Appendix E is not applicable.

Execution Counterpart**EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement"), is made and entered into as of the 12th day of November, 2013 (the "Effective Date"), by and between Natural Care of New Haven, Inc., a Connecticut Nonstock Corporation, with an address at 255 Weaver Street, Apt. 3A, Greenwich, Connecticut 06831 ("Company"), and William F. Kakowski, an individual with an address at 44 Harmon Street, Hamden, Connecticut 06517 ("Employee").

WHEREAS, Company operates a certain business, which involves, among other things, the dispensary of medical marijuana and other natural healthcare alternatives (collectively, the "Business");

WHEREAS, Employee is a duly licensed pharmacist in the State of Connecticut and has the requisite skills and knowledge of the Business to serve the Company; and

WHEREAS, Company desires to employ Employee and wishes to receive the benefit of Employee's services, knowledge and experience with respect to the Business in accordance with the terms of this Agreement and Employee desires to accept such employment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. Position. During the Term (as defined below), Employee shall be employed as Pharmacist and shall perform such duties as are consistent with such position as well as such other duties as may be determined from time to time by the Company. Notwithstanding anything contained herein to the contrary, Employee specifically acknowledges and agrees that this Agreement shall apply to any future positions, offices and responsibilities Employee may undertake with the Company, unless agreed otherwise by Company and Employee in writing.

Employee acknowledges that Employee is being hired as a full-time employee and, accordingly, shall diligently devote all of Employee's business time, energy and skill to performing Employee's duties pursuant to this Agreement. Employee acknowledges that Employee owes a duty of loyalty to the Company and shall, at all times, perform Employee's duties in a professional and ethical manner.

Employee acknowledges that the proposed hours of operation of the Business are Monday through Friday from 10am to 6pm and that such hours are subject to change, in the discretion of Company including, but not limited to, adding Saturday as a day of operations. Company represents that the Business will be closed on Thanksgiving Day, Christmas Day and New Years Day and, accordingly, such days will not be counted against Employee's paid vacation/personal days.

Employee acknowledges and agrees that throughout the Term (as hereinafter defined), it shall be employee's responsibility, at his sole cost and expense, to maintain professional liability insurance (on an occurrence basis), in amounts reasonably satisfactory to Company.

Execution Counterpart

2. Term of Employment. Employee acknowledges and agrees that this Agreement is contingent on Company's receipt of a State of Connecticut Dispensary License (the "License"). In the event that Company is successful in obtaining a License, Employee's term of employment (the "Term") shall begin on a date specified by Company at least fifteen (15) days, but no more than forty-five (45) days following Company's receipt of the License, and shall continue until terminated as set forth in Section 7 of this Agreement.

In the event that Company is unable to obtain a License, Company shall be entitled to terminate this Agreement on written notice to Employee and, upon receipt of such notice, this Agreement shall terminate and neither party shall have any further obligation to the other, except for those provisions which expressly survive the termination or expiration hereof.

Notwithstanding anything contained herein to the contrary, by executing this Agreement, Employee acknowledges and agrees that Employee is an "at-will" employee and, accordingly, may be terminated at any time, with or without cause, and with or without reason.

3. Compensation. As compensation for Employee's services pursuant to this Agreement, Employee shall receive an annual base salary of One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00) during the Term, less applicable withholdings, which shall be payable in arrears in regular periodic installments according to Company's normal payroll practices (the "Salary"). Employee shall be entitled to an annual performance review and, based on such review, may receive an increase in the Salary, in the Company's sole and absolute discretion.

4. Employee Benefits. Employee agrees that he is currently receiving health insurance and other fringe benefits from the United States Department of Veterans Affairs ("VA Benefits"). Due to the Employee's receipt of VA Benefits, Employee expressly waives any rights Employee may have to receive health benefits through the Company including, but not limited to, participation in any Company sponsored employee benefit plans that may be offered to other similarly situated employees of Company during the Term.

5. Paid Time Off. Employee shall be entitled to fifteen (15) total paid vacation/personal days per year. Vacation may be taken only at times that are mutually agreed to between Employee and the Company. Employee agrees to provide at least thirty (30) days advance notice of requests for vacations. Employee acknowledges that this notice period is a material provision of this Agreement due to the fact that Employee is the Company's only pharmacist and, accordingly, Company will need to find a replacement pharmacist during Employee's vacations. Vacation/personal days may not be carried over from year to year.

6. Expenses. Company shall pay or reimburse Employee, in accordance with Company's reimbursement policy, for any pre-approved expenses reasonably incurred by Employee in furtherance of Employee's duties hereunder, including, but not limited to, expenses for reasonable traveling, meals and hotel accommodations, upon submission by Employee of vouchers or itemized lists prepared in compliance with such rules and policies as Company may from time to time adopt and as may be required in order to permit such payments as proper deductions to Company under the Internal Revenue Code and the rules and regulations adopted now or hereafter in effect.

Execution Counterpart

7. Termination. Employee's employment with Company may be terminated as follows:
- (a) Death. Immediately upon the death of Employee.
 - (b) Disability. Immediately upon determination of Employee's physical or mental disability (as defined by the Americans With Disabilities Act), which prevents Employee from performing the essential functions of Employee's duties, with or without reasonable accommodation, for a continuous period of sixty (60) days or for a total of ninety (90) days in any six (6) month period.
 - (c) Voluntary Termination. Voluntary termination of this Agreement by either party hereto. In the event that Employee chooses to terminate his employment with the Company, Employee shall provide Company with at least sixty (60) days advanced written notice of such termination (the "Notice Period"); provided, however, that Company shall be entitled to terminate this Agreement and relieve Employee of his responsibilities at any time during the Notice Period, in its sole discretion. Employee acknowledges and agrees that Employee is not entitled to payment of any bonus, commission or other compensation, other than Salary, during the Notice Period, and Salary shall only be due for the portion of the Notice Period that services are actually performed. If Employee is not relieved of Employee's regular duties through the Notice Period, Employee acknowledges and agrees that Employee shall continue to perform Employee's duties in a professional and ethical manner.
8. Representations, Warranties and Covenants.
- (a) Employee represents and warrants to Company that Employee is a pharmacist duly licensed and in good standing to practice in the State of Connecticut and that Employee shall maintain such license throughout the Term.
 - (b) Employee represents and warrants to Company that Employee is not under any obligation to any other party inconsistent with or in conflict with this Agreement, or which would, now or at any time during the Term, prevent, limit or impair in any way Employee's performance hereunder.
 - (c) Employee represents and warrants to the Company that the Employee has the legal right, under Connecticut State law, to enter into this Agreement and to perform all of the obligations on the Employee's part to be performed hereunder in accordance with its terms.
 - (d) Employees covenants to comply with all continuing education requirements now existing or hereinafter enacted in the State of Connecticut, as well as any other jurisdiction in which Employee is licensed.
9. Intellectual Property. Employee shall not use (except for use within the scope of his employment with Company), appropriate or interfere with, directly or indirectly, any Intellectual Property (defined below) of Company or any of its affiliates, or any combination, abbreviation or derivation thereof, or any applicable logos of Company, or any of its affiliates, at any time

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during or after Employee's employment with the Company. Further, Employee covenants and agrees that Employee will:

- (a) promptly disclose to Company, and Company will own all right, title and interest in, all inventions, improvements, technical information, methods and suggestions, computer software and other Intellectual Property (the "Employee Developed Intellectual Property") which Employee conceives or develops during the course of Employee's employment (excluding that which Employee conceives or develops without the use of time, resources or facilities of Company and which does not relate to the past, present or perspective activities of Company);
- (b) at the request of Company, affix appropriate legends and copyright notices indicating Company's ownership of all Employee Developed Intellectual Property and all underlying documentation; and
- (c) execute such further assignments and other documents as may be reasonably requested by Company in order to vest, perfect, maintain or defend Company's right, title and interest in the Employee Developed Intellectual Property.

For purposes of this Agreement, "Intellectual Property" means (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, trade names, corporate names and domain names, together with all abbreviations, translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (iii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith; (iv) all mask works and all applications, registrations and renewals in connection therewith; (v) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals); (vi) all computer software (including data and related documentation); (vii) all other proprietary rights; and (viii) all copies and tangible embodiments thereof (in whatever form or medium).

Employee specifically acknowledges and agrees that the obligations set forth herein shall survive the expiration or earlier termination of this Agreement.

10. **Confidentiality.** Employee shall not, directly or indirectly, use (except for use within the scope of Employee's employment with Company), appropriate or disclose to any person, firm, corporation or other entity, in whatever form, any Confidential Information (defined below) of Company or any of its clients, customers, affiliates and/or subsidiaries, at any time during or after Employee's employment with the Company. As used herein, "Confidential Information" is used in its most comprehensive sense and includes, without limitation, this Agreement and any information received by Employee regarding products, services, markets, customers, prospective customers, personnel, compensation, accounting, financial data, technical data, business plans

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and operational and marketing strategies which the Company (or any of its clients, customers, affiliates and/or subsidiaries, as applicable) considers to be confidential, proprietary or sensitive, regardless of whether such information is disclosed orally or in writing. Upon the termination of Employee's employment with Company, Employee will promptly return to Company in good condition all documents, data and records of any kind which contain any Confidential Information or which were prepared based on Confidential Information. Employee specifically acknowledges and agrees that the obligations set forth herein shall survive the expiration or earlier termination of this Agreement.

11. Noninterference/Nonsolicitation. Employee acknowledges that, as an employee of the Company, Employee is placed in a position of trust to those within and outside of the Company and may either further or damage Company's relationships with its other employees, independent contractors and vendors. Accordingly, Employee shall not, except in the furtherance of the Employee's duties under this Agreement, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity:

(a) solicit, aid or induce any employee, representative, independent contractor or agent of the Company or any of its subsidiaries or affiliates to leave such employment or retention or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or hire or retain any such employee, representative, independent contractor or agent, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee, representative, independent contractor or agent; or

(b) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company or any of its subsidiaries or affiliates and any of their respective vendors, joint venturers or licensors. Any employee, representative, independent contractor or agent shall be deemed covered by this Section 11 while so employed or retained and for a period of six (6) months thereafter.

12. Non-Disparagement. Employee agrees not to make negative comments or otherwise disparage the Company or its officers, directors, employees, members, independent contractors, agents, products or services, in any manner likely to be harmful to them or their business, business reputation or personal reputation. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

13. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be given by hand delivery, telecopy, overnight courier service, or United States certified or registered mail, return receipt requested. Each such notice, request, demand or other communication shall be effective (a) if delivered by hand or by overnight courier service, when delivered at the address specified in this paragraph; (b) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this paragraph and the appropriate machine confirmation is received; and (c) if given by certified or registered mail, three (3) days after the mailing thereof.

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Address for notices (unless and until written notice is given of any other address):

If to Employee:

William F. Kakowski
44 Harmon Street
Hamden, Connecticut 06517

If to Company:

Natural Care of New Haven, Inc.
255 Weaver Street, Apt. 3A
Greenwich, Connecticut 06831
Attn: Andrew Jon Hoffman

With a copy to:

Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attention: Robert J. Levine, Esq.
Fax: (914) 761-5372

14. Intended Third Party Beneficiaries. Employee acknowledges and understands that some of the Confidential Information and/or Intellectual Property accessible to Employee in the performance of Employee's duties during Employee's employment with Company may belong to and be provided by one of Company's clients and/or affiliates. Employee expressly acknowledges and agrees that such clients and/or affiliates are intended third party beneficiaries of this Agreement as it pertains to Employee's obligations with respect to any Confidential Information and shall have the right to enforce this Agreement directly against Employee in their own names or jointly with Company or each other. This Agreement is not intended to and shall not grant any third party beneficiary any ownership interest in any of Company's Confidential Information or Intellectual Property.

15. Disputes.

- (a) Mediation. In the event of any controversy or claim arising out of or relating to this Agreement, its interpretation or enforcement, or the breach or alleged breach thereof (defined herein as "Claim or Controversy"), the party asserting any such Claim or Controversy shall provide prompt written notice of the existence of the Claim or Controversy to the other party (the "Notice"). To the extent the parties cannot resolve the Claim or Controversy, then the parties hereby agree to attend at least one (1) mediation session within thirty (30) days of the Notice, unless the parties jointly agree to a different timeframe for the mediation. The parties may not commence any arbitration, litigation or other judicial or quasi-judicial proceeding ("Proceeding") prior to the mediation session, except that either party may commence a Proceeding prior to the mediation if: (i) by operation of law the Proceeding must be commenced prior to the mediation in order for the Proceeding to be timely under applicable statute(s) of limitations, in which event the parties shall take no further action in the proceedings post-filing and the litigation will be stayed by agreement until seven (7) days following the mediation session; and/or (ii) the party commencing the proceeding is seeking temporary and/or preliminary injunctive relief.

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- (b) Arbitration. Any dispute between the parties, other than a claim for injunctive relief, shall be decided by arbitration held before a single arbitrator for the American Arbitration Association, under the then existing Commercial Arbitration Rules of that Association. Where permitted pursuant to such rules, such arbitration shall be governed by the Association's expedited arbitration procedures. The arbitration shall be held at the offices of the American Arbitration Association or, if none exists within the City of New Haven, at the offices of Cuddy & Feder LLP. The arbitrator shall have plenary authority to issue decisions and awards as provided by the law of the State of Connecticut or the applicable federal law. The arbitrator shall issue a written decision on all claims presented and shall determine a prevailing party and a losing party with respect to the arbitration.
- (c) Governing Law. This Agreement and the rights and obligations of the undersigned parties shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to principles of conflict of laws. Subject to subsections (a) and (b) above, the undersigned hereby irrevocably submit to the jurisdiction and venue of any Connecticut State or Federal Court located in the State of Connecticut, County of New Haven over any action or proceeding arising out of any dispute between the undersigned, with respect to this Agreement. Each party agrees that any action by either party to enforce the terms of this Agreement must be brought in an appropriate court in Connecticut, and waives all objections based on lack of jurisdiction or improper or inconvenient venue of any such court.
- (d) Attorneys Fees. If either party commences an arbitration, or other proceeding pursuant to the terms hereof, to enforce its rights hereunder, the prevailing party (as determined by the court, agency, arbitrator or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover reasonable attorneys' fees, expenses and costs of investigation actually incurred. The provisions of this section shall survive the expiration or termination of this Agreement.
16. Federal Action. In the event that any Federal action, claim or proceeding is commenced against the Company and/or Employee related to the propriety of the granting of the License, or the operation of the Business in accordance therewith, each party agrees to cooperate with the other regarding the defense of same.
17. Captions. The paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
18. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between the parties concerning such subject matter. The previous sentence notwithstanding, Employee expressly acknowledges that Employee may be subject to additional policies instituted for the purpose of protecting the Confidential Information and Intellectual Property; as such, Employee expressly acknowledges

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that all such policies and agreements shall be used together with this Agreement to protect such interests of Company to the fullest extent allowed by law.

19. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of Company and its successors and assigns and upon Employee and Employee's heirs and personal representatives; provided, however, in no event may Employee assign any of Employee's duties or obligations under this Agreement.

20. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity of enforceability of any other provision of this Agreement.

21. Amendments; Waivers. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same. No waiver by any party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

22. Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto. The parties acknowledge that each party has reviewed this Agreement and have had a full and fair opportunity to have this Agreement reviewed and revised by counsel of their choice and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

23. Counterparts/Electronic Transmission. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Balance of page intentionally left blank. Signatures follow.]

Execution Counterpart

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COMPANY

NATURAL CARE OF NEW HAVEN, INC.



By: Andrew Jon Hoffman
Title: Member

EMPLOYEE



William F. Kakowski, Employee

[Signature page to Employment Agreement]

Response to Request for Application, A.2

Natural Care of New Haven, Inc. Business Summary

Natural Care of New Haven (“Corporation” or “NCNH” or “Dispensary” or “We”), a Connecticut Non-Stock Corporation, is seeking to open a Medical Marijuana Dispensary in full accordance with Connecticut General Statutes, Chapter 420f, Section 21a-408 (http://www.ct.gov/dcp/lib/dcp/pdf/laws_and_regulations/reg-medical_marijuana-final06sept2013.pdf).

NCNH’s mission is threefold: to provide our qualified patients with the highest quality medicine and care, to give back to our local community and those in need, to operate securely and in full compliance with the laws of the State of Connecticut.

The Corporation will donate 100% of its profits to causes vetted and approved by its Board of Directors. We have created NCNH as a Nonstock Corporation with the intention of adding members, not stockholders, to our Board of Directors. We believe that this arrangement will promote a more collaborative and altruistic work environment with like-minded philanthropic individuals and entities. In particular, we will develop relationships with leaders of local cancer treatment centers as well as the nearby Veteran’s Hospital with the goal of optimizing NCNH’s charitable giving.

NCNH Management Services, LLC. (“Management Services”), a Connecticut Limited Liability Corporation, was formed as the management arm of NCNH. Management services will be responsible for providing NCNH with various services, including but not limited to: Start-Up, Design and Construction, Operations Management, and Employee Hiring and Training. By relieving NCNH of its management obligations through the creation of Management Services, NCNH’s charitable operations will be unencumbered by the stress of unrelated business management decisions. NCNH’s Board of Directors will instead be focused on its goal of maximizing the return of NCNH’s profits to its community.

We welcome feedback from the Department of Consumer Protection regarding our corporate structure. In the event that the DCP has concerns, we would consider amending our application as the State of Connecticut sees fit.

NCNH patient care will be managed by veteran Pharmacist, William Kakowski. Mr. Kakowski has been a Connecticut State Registered Pharmacist for more than 15 years. With an extensive background in both the retail and hospital pharmacies, Mr. Kakowski's personalized patient consultations exemplify the caring hand with which we assist our patients.

Business operations will be managed by Andrew Hoffman, a retailer and co-financial backer to the dispensary. For the past seven years, Mr. Hoffman is the co-owner and operator of Rye Brook Wine & Spirit Shop in Rye Brook, New York (www.ryebrookwines.com). As owner and chief of operations, Mr. Hoffman has helped catapult the shop's annual sales from \$1 million to upwards of \$8 million. Andrew's background in retail sales, business formation and management, inventory control, warehousing and distribution, and management of software systems make him invaluable asset to NCNH. He has a Bachelor of Arts in Economics from Brandeis University, and an M.B.A. in Finance from Pace University's Lubin School of Business. Andrew's goal is for NCNH to surpass all expectations for patient care, and ensure that NCNH is a socially responsible member of the local community.

NCNH is dedicated to providing medicinal alternatives for those individuals with debilitating medical conditions who currently rely on readily available but potentially dangerous and addictive prescription medications. NCNH will operate a medical marijuana dispensary that provides patient education and support, medical marijuana, and medical marijuana-infused food products to qualifying patients in compliance with the State of Connecticut's guidelines and regulations.

The dispensary seeks to establish a competitive edge over other medical marijuana dispensaries. Medbox is the leader in medical marijuana industry consulting and has assembled a

talented Board Advisory Committee (BAC) comprised of industry experts in the fields of taxation, legal compliance, food handling, security, and law enforcement, as well as medical marijuana industry experts (summary attached).

The Corporation will operate the most safe, secure, effective, technologically-advanced and fraud-proof medical marijuana dispensary that is currently possible. By using the latest technology for all aspects of the dispensary operation, from inventory control to patient recordkeeping to the dispensing of medical marijuana products, NCNH can ensure that its dispensary operates effectively and efficiently and in accordance with state protocol and regulations.

Specifically, the Dispensary will utilize the Medicine Dispensing System (the “Medbox”), a patented dispensing system and software program that utilizes pre-paid member contribution cards that are debited once a qualifying patient receives medicine from the machine. The Medbox will only be accessible by Dispensary employees, as it will be located behind the pharmacy counter in a limited access area. Patients will not be able to access the Medbox directly. Rather, qualifying patients will feed their member contribution card into a computer terminal located on the pharmacy counter and will make their selection without ever touching the Medbox. Once a patient selects a product, it will be dispensed from the Medbox, retrieved by the pharmacist and given to the patient in a sealed, inconspicuous package.

Each member contribution card is encoded with the patient’s information and an optional fingerprint scan, which is securely stored in the onsite computer system. This precaution allows for NCNH to accurately document that the individual receiving medicine through the machine is an appropriately qualified patient or designated caregiver with a legitimate and unexpired registry identification card from the State of Connecticut. Each transaction is also tracked internally for NCNH’s accounting and compliance purposes and can be used to demonstrate compliance should NCNH be audited by state or local regulatory agencies.



Medbox Board Advisory Committee (BAC) for Dispensary Clients

Industry Experienced Attorney:



Karen Greenstein, Esq. (Licensed in MA & CA)
Medbox, Inc. Staff Counsel

Karen Greenstein offers a diverse, well-rounded legal background, ranging from Plaintiff's personal injury litigation to corporate compliance. In particular, her experience with alcoholic beverage licensing has enabled her to navigate the complex dispensary registration process from inception to completion. As a Plaintiff's attorney, Karen has advocated for the rights of seriously ill patients, and continues to do so now. She will act in a purely volunteer capacity on the BAC to assist dispensaries with legal compliance questions, and "best practices" for risk management.

Industry Experienced CPA Firm:



Mario Cerreto, CPA
Founder / New Era CPAs, LLP

A graduate from the University of California Santa Cruz has over 6 years professional experience. Mario launched his career in accounting with Price water house Coopers, LLP an international professional services Firm. There he led financial statement audits and reviews of publicly traded companies, developed and implemented key internal control procedures, and acquired technical accounting exposure to IPOs, debt restructuring, and revenue recognition projects. Mario transitioned to an Internal Audit role within the largest Non-Profit Healthcare Organization in Southern California, where he acquired significant experience in business process analysis and compliance. Then Mario joined a boutique accounting Firm in San Diego where he specialized in consulting and tax planning for small businesses and individuals, including Medical Marijuana dispensaries. Mario then established New Era CPAs, a full service Firm dedicated to the medical marijuana community. Mario specializes in include strategic tax planning and compliance projects while managing the day to day operations of the Firm.



Tech Food Science Expert:



Dr. Yoo Jin Kim, PHD in Food Science and Technology.

Dr. Yoo Jin Kim holds a PhD in Food Science and Technology from the University of Tokyo Japan. Dr Kim is an Accredited Quality Assurance Scientist and is licensed to conduct scientific experiments with Medical Marijuana. She is currently one of very few scientists authorized to work with Medical Marijuana and has been conducting research primarily in Canada, where it is federally permitted.

Industry Experts:



Dr. Robert Melamede, Scientist and Industry Expert

Dr. Melamede has a Ph.D. in Molecular Biology and Biochemistry from the City University of New York. He retired as Chairman of the Biology Department at University of Colorado, Colorado Springs in 2005, where he continues to teach. Dr. Melamede is recognized as a leading authority on the therapeutic uses of cannabinoids, and has authored or co-authored dozens of papers on a wide variety of scientific subjects. Dr. Melamede also serves on the Scientific Advisory Board of Americans for Safe Access, the Unconventional Foundation for Autism, The World Aids Institute, Board Tim Brown Foundation (The Berlin Patient), Phoenix Tears Foundation, and regularly consults with professional and lay persons around the world regarding cannabis and health issues. He also served as a director of Newellink Inc, a Colorado-based company specializing in cancer research.



Dr. Bruce Bedrick, Industry Expert
CEO of Medbox, Inc.

Dr. Bedrick is a highly accomplished, versatile and respected Physician and business owner with over 15 years of diverse and innovative experience. As a dynamic leader, he consistently achieves outstanding results in challenging environments while building and maintaining strong, loyal relationships with both colleagues and community members. Dr. Bedrick offers the unique combination of hands-on administration that maximizes organizational effectiveness, operations-oriented leadership that ensures efficiency and people oriented guidance that yields productivity.

Dr. Bedrick earned his undergraduate degree from Ithaca College and his Doctorate from Western States Chiropractic College. Today, he is the CEO Medbox inc. (Nasdaq: MDBX). The company blends patented technology with industry specific consulting to assist dispensary operators in a more regulated and transparent fashion. Medbox is the most notable and successful consulting firm in the medical marijuana industry as the company has successfully helped over 300 clients navigate the dispensary licensing process in multiple states nationwide.



Security Expert:



David Trecek, Security & Surveillance Specialist

Mr. Trecek is a twelve-year veteran of the security & surveillance industry. He is a seasoned C-Level manager who has designed and deployed enterprise class video surveillance systems for various national gaming providers such as Mandalay Bay, Bellagio, Harrah's, Lakes Entertainment, and multiple Native American tribes. He also managed the contract to deploy smaller footprint systems for the YUM! Brands portfolio (KFC, Pizza Hut, Taco Bell) and their respective franchisees.

Mr. Trecek is well versed in the areas of video surveillance, access control, alarm monitoring, remote video, voice, data and telecom.

Law Enforcement Liaison:



Edward M. Merrick, Jr., Retired Police Chief

Mr. Merrick has a distinguished 39 year law enforcement career and is a retired Chief of Police for the City of Plainville Massachusetts. Mr. Merrick rounds out the board advisory committee and gives valuable advice as to legal compliance and security.

PROMISSORY NOTE

\$200,000.00

November 12, 2013

Borrower: Natural Care of New Haven, Inc., a Connecticut Non-stock Corporation, having an address at 255 Weaver Street, Apartment 3A, Greenwich, Connecticut 06831.

Lender: Jonathan Wade Ryckman, an individual with an address at 39 Druid Lane, Riverside, Connecticut 06878.

1. **Promise to Pay.** For value received, and intending to be legally bound, Borrower hereby unconditionally promises to pay to the order of Lender (hereinafter and together with its successors and/or assigns sometimes referred to as "Holder"), the principal sum of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) (the "Principal Amount"), plus accrued interest thereon as set forth in this Promissory Note (this "Note"), and all fees, costs, and other sums now or hereafter becoming due or owing under this Note including, without limitation, reasonable attorneys' fees and disbursements, that Lender incurs in order to document any transaction with Borrower and/or to collect any amount due and payable under this Note (collectively, the "Debt").

2. **Interest Rate.** (a) Interest shall be charged on the unpaid Principal Amount, from and including the date of this Note (the "Funding Date"), through and including the date this Note is paid in full, at an annual rate equal to 1.73 percent per annum (the "Interest Rate"). Interest shall be calculated on the basis of a 360-day year for the actual number of days elapsed.

3. **Payments.** (a) Commencing on January 1, 2014 and, continuing on the first day of each month thereafter until December 30, 2018 (the "Switch Date"), Borrower shall pay to Holder interest only on any outstanding Principal Amount in an amount equal to Two Hundred Eighty-Eight Dollars and 33/100 (\$288.33); provided, however, that the payment on January 1, 2014 will include interest accrued from the Funding Date through January 1, 2014 and will be in the sum of Four Hundred Sixty-Eight Dollars and 70/100 (\$468.70). Commencing on the first day of the month immediately succeeding the month in which the Switch Date occurs, Borrower shall pay to Holder principal and interest (based on a four (4) year amortization schedule) in an amount equal to Four Thousand Three Hundred Fifteen Dollars and 50/100 (\$4,315.50) to be applied as follows: (i) first, to the payment of all fees, expenses and other amounts due to Holder (excluding principal and interest); (ii) then to interest on the unpaid Principal Amount from time to time outstanding hereunder; and (iii) the balance to be applied in reduction of the Principal Amount; provided, however, that after an Event of Default (as defined below) hereunder, whether or not such Event of Default is followed by the acceleration of the Debt, payments will be applied to the obligations of Borrower to Holder as Holder determines in its sole discretion

(b) Principal and interest under this Note shall be paid, irrespective of any rights or claims of offset, counterclaim, cross-claim or other defenses which Borrower may have against Holder. If any payment hereunder is due and payable on a date which is not a business day of Holder in Connecticut, such payment shall be due and payable on the business day of Holder in Connecticut immediately preceding the date any payment hereunder is due and payable.

(c) Borrower shall make payments in immediately available legal tender of the United States of America to Lender at Lender's address set forth above or such other place as Lender may from time to time designate.

4. **Maturity.** The outstanding balance of the Principal Amount together with all accrued and unpaid interest and any other amounts due under this Note shall be due and payable, without notice or demand on December 1, 2018 (the "Maturity Date").

5. **Prepayment.** Borrower may prepay the Principal Amount, in whole or in part, at any time or from time to time. Any prepayment shall be accompanied by the payment of all accrued and unpaid interest. Any prepayment will be without premium or penalty.

6. **Late Payments.** Borrower shall pay on demand a late payment charge equal to two (2%) percent of any installment of principal or interest or of any other amount due to Holder which is not paid within fifteen (15) days after when due.

7. **Default Rate.** In the event that any principal, interest or other amount due to Holder is not paid when due or there is an Event of Default, the interest rate then in effect for all amounts outstanding under this Note shall increase by two (2%) percent per annum (the "Default Rate").

8. **Event of Default; Acceleration.** (a) Each of the following shall constitute an event of default ("Event of Default") under this Note:

(i) Borrower fails to make any payment under this Note when due, including, but not limited to, Borrower's failure to make any payment of principal or interest when due, or Borrower's failure to pay the unpaid Principal Amount together with all accrued and unpaid interest and any other amounts due under this Note on the Maturity Date; and/or

(ii) Subject to any applicable grace or cure periods, Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note, or if Borrower fails to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Borrower and Lender.

(b) So long as an Event of Default exists, Holder may, at its option, without notice or demand to Borrower, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due and payable. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of any Event of Default shall not be construed to be a waiver of any subsequent Event of Default or to impair any remedy, right or power consequent thereon. Any and all of Holder's rights shall continue unimpaired, and Borrower shall be and remain obligated in accordance with the terms hereof, notwithstanding any delay, extension of time, renewal, compromise or other indulgence granted by Holder in the event of any Event of Default.

9. **Maximum Rate.** In no event shall the total of all charges payable under this Note which are or could be held to be in the nature of interest exceed the maximum rate permitted to be charged by applicable law. Should Lender receive any payment which is or would be in excess of that permitted to be charged under any such applicable law, such payment shall have been, and shall be deemed to have been, made in error and shall thereupon be applied to the Principal Amount, and any sums remaining shall be returned to Borrower.

10. **Waiver.** Borrower waives demand, presentment for payment, notice of dishonor, protest and notice of protest of this Note.

11. **Notices.** Any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to: (a) Lender at the address given for Lender on the first page of this Note or at such other address as Holder shall have advised Borrower of in writing with a copy to: Robert J. Levine, Esq., Cuddy & Feder LLP, 445 Hamilton Avenue, 14th Floor, White Plains, New York, 10601; and (b) Borrower at the address given for Borrower on the first page of this Note. Such notice or demand shall be deemed sufficiently given for all purposes when delivered: (i) by personal service and shall be deemed effective when delivered or first refused; or (ii) by mail or courier and shall be deemed effective three (3) business days after deposit in an official depository maintained by the United States Post Office for the collection of mail or one (1) business day after delivery to a nationally recognized overnight courier service (*e.g.*, Federal Express). Either party may change its address for notice and demands by giving the other party notice of such change in accordance with the provisions of this Note.

12. **Authorization.** Borrower represents that: (i) Borrower is duly organized and in good standing and is duly authorized to do business in all jurisdictions material to the conduct of its business; (ii) the execution, delivery and performance of this Note have been duly authorized by all necessary corporate and governmental action; (iii) this Note has been duly executed by an authorized officer of Borrower and constitutes a binding obligation enforceable against Borrower and is not in violation of any law, order or agreement to which Borrower is bound; and (iv) Borrower's performance hereunder is not jeopardized by any pending or threatened litigation.

13. **Waiver of Jury Trial.** **BORROWER, AND BY ITS ACCEPTANCE HEREOF, LENDER, EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS NOTE, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BORROWER AND LENDER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.**

14. **Choice of Law.** This Note shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to its principles of conflict of laws. The undersigned hereby irrevocably submits to the jurisdiction and venue of any Connecticut State or Federal Court located in the State of Connecticut, County of Fairfield, over any action or proceeding arising out of any dispute between Borrower and Holder, with respect to this Note.

15. **Miscellaneous.** This Note supersedes every course of dealing, other conduct, oral agreement and representation previously made by Lender. All rights and remedies of Lender under applicable law and this Note or any amendment of any provision of this Note are cumulative and not exclusive. No single, partial, or delayed exercise by Lender of any right or remedy shall preclude subsequent exercise by Lender at any time of any right or remedy of Lender without notice. No waiver, modification, or amendment of any provision of this Note shall be effective unless made specifically in writing by Lender. No course of dealing or other conduct, no oral agreement or representation made by Lender, and no usage of trade, shall operate as a waiver of any right or remedy of Lender. Borrower agrees that in any legal action or proceeding, a copy of this Note kept in Lender's ordinary course of business may be admitted into evidence as an original. This Note is a binding obligation enforceable against Borrower and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns. If a court deems any provision of this Note invalid or unenforceable, the remainder of this Note shall remain in effect. Section headings herein are for convenience only. If there is more than one person or entity comprising the Borrower, each of them shall be jointly and severally liable for all amounts and obligations due under this Note and the term "Borrower" shall include each as well as all of them.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

NCNH Management Services, LLC

Compound Period: Monthly

Nominal Annual Rate: 1.730 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	11/12/2013	200,000.00	1		
2	Payment	01/01/2014	Interest Only	12	Monthly	12/01/2014
3	Payment	01/01/2015	4,315.50	48	Monthly	12/01/2018

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	11/12/2013				200,000.00
2013 Totals		0.00	0.00	0.00	
1	01/01/2014	468.70	468.70	0.00	200,000.00
2	02/01/2014	288.33	288.33	0.00	200,000.00
3	03/01/2014	288.33	288.33	0.00	200,000.00
4	04/01/2014	288.33	288.33	0.00	200,000.00
5	05/01/2014	288.33	288.33	0.00	200,000.00
6	06/01/2014	288.33	288.33	0.00	200,000.00
7	07/01/2014	288.33	288.33	0.00	200,000.00
8	08/01/2014	288.33	288.33	0.00	200,000.00
9	09/01/2014	288.33	288.33	0.00	200,000.00
10	10/01/2014	288.33	288.33	0.00	200,000.00
11	11/01/2014	288.33	288.33	0.00	200,000.00
12	12/01/2014	288.33	288.33	0.00	200,000.00
2014 Totals		3,640.33	3,640.33	0.00	
13	01/01/2015	4,315.50	288.33	4,027.17	195,972.83
14	02/01/2015	4,315.50	282.53	4,032.97	191,939.86
15	03/01/2015	4,315.50	276.71	4,038.79	187,901.07
16	04/01/2015	4,315.50	270.89	4,044.61	183,856.46
17	05/01/2015	4,315.50	265.06	4,050.44	179,806.02
18	06/01/2015	4,315.50	259.22	4,056.28	175,749.74
19	07/01/2015	4,315.50	253.37	4,062.13	171,687.61
20	08/01/2015	4,315.50	247.52	4,067.98	167,619.63
21	09/01/2015	4,315.50	241.65	4,073.85	163,545.78
22	10/01/2015	4,315.50	235.78	4,079.72	159,466.06
23	11/01/2015	4,315.50	229.90	4,085.60	155,380.46
24	12/01/2015	4,315.50	224.01	4,091.49	151,288.97
2015 Totals		51,786.00	3,074.97	48,711.03	

25	01/01/2016	4,315.50	218.11	4,097.39	147,191.58
26	02/01/2016	4,315.50	212.20	4,103.30	143,088.28
27	03/01/2016	4,315.50	206.29	4,109.21	138,979.07
28	04/01/2016	4,315.50	200.36	4,115.14	134,863.93
29	05/01/2016	4,315.50	194.43	4,121.07	130,742.86
30	06/01/2016	4,315.50	188.49	4,127.01	126,615.85
31	07/01/2016	4,315.50	182.54	4,132.96	122,482.89
32	08/01/2016	4,315.50	176.58	4,138.92	118,343.97
33	09/01/2016	4,315.50	170.61	4,144.89	114,199.08
34	10/01/2016	4,315.50	164.64	4,150.86	110,048.22
35	11/01/2016	4,315.50	158.65	4,156.85	105,891.37
36	12/01/2016	4,315.50	152.66	4,162.84	101,728.53
2016 Totals		51,786.00	2,225.56	49,560.44	
37	01/01/2017	4,315.50	146.66	4,168.84	97,559.69
38	02/01/2017	4,315.50	140.65	4,174.85	93,384.84
39	03/01/2017	4,315.50	134.63	4,180.87	89,203.97
40	04/01/2017	4,315.50	128.60	4,186.90	85,017.07
41	05/01/2017	4,315.50	122.57	4,192.93	80,824.14
42	06/01/2017	4,315.50	116.52	4,198.98	76,625.16
43	07/01/2017	4,315.50	110.47	4,205.03	72,420.13
44	08/01/2017	4,315.50	104.41	4,211.09	68,209.04
45	09/01/2017	4,315.50	98.33	4,217.17	63,991.87
46	10/01/2017	4,315.50	92.25	4,223.25	59,768.62
47	11/01/2017	4,315.50	86.17	4,229.33	55,539.29
48	12/01/2017	4,315.50	80.07	4,235.43	51,303.86
2017 Totals		51,786.00	1,361.33	50,424.67	
49	01/01/2018	4,315.50	73.96	4,241.54	47,062.32
50	02/01/2018	4,315.50	67.85	4,247.65	42,814.67
51	03/01/2018	4,315.50	61.72	4,253.78	38,560.89
52	04/01/2018	4,315.50	55.59	4,259.91	34,300.98
53	05/01/2018	4,315.50	49.45	4,266.05	30,034.93
54	06/01/2018	4,315.50	43.30	4,272.20	25,762.73
55	07/01/2018	4,315.50	37.14	4,278.36	21,484.37
56	08/01/2018	4,315.50	30.97	4,284.53	17,199.84
57	09/01/2018	4,315.50	24.80	4,290.70	12,909.14
58	10/01/2018	4,315.50	18.61	4,296.89	8,612.25
59	11/01/2018	4,315.50	12.42	4,303.08	4,309.17
60	12/01/2018	4,315.50	6.33	4,309.17	0.00
2018 Totals		51,786.00	482.14	51,303.86	
Grand Totals		210,784.33	10,784.33	200,000.00	

Last interest amount increased by 0.12 due to rounding.

Dispensary Application Business Transaction Report

Response to Request for Application, A.3

Expense Type	Amount
Application Consulting Fee (Medicine Dispensing Systems)	\$22,500
Zoning Attorney for Town of New Haven (Attorney Anthony Avallone)	10,000
Security Deposit to for Lease of 130 Amity Rd, Unit 330 (Wellmakara, LLC)	3,800
Retainer for corporate formation and all agreements (Cuddy & Feder, LLP)	2,500
Application Fee (Treasurer, State of Connecticut)	1,000
Retainer for Accounting Fees (Citrin Cooperman)	1,000
Total Expense:	40,800
Source of Funds	
Paul Anthony Cappiali Personal Savings	13,600
Andrew Jon Hoffman Personal Savings	13,600
Jonathan Wade Ryckman Personal Savings	13,600
Total Source of Funds:	40,800

I declare, to the best of my knowledge, that the information contained herein is true, correct, and complete.

Signed,

Andrew Jon Hoffman

ESCROW AGREEMENT

ESCROW AGREEMENT (this "Agreement") made as of the 12th day of November, 2012 by and among Jonathan Wade Ryckman, an individual with an address at 39 Druid Lane, Riverside, Connecticut 06878 ("Ryckman"), Natural Care of New Haven, Inc., a Connecticut Non-stock Corporation, having an address at 255 Weaver Street, Apartment 3A, Greenwich, Connecticut 06831 ("NCNH"), and CUDDY & FEDER LLP, having an office at 445 Hamilton Avenue, 14th Floor, White Plains, New York 10601 ("Escrow Agent").

RECITALS:

WHEREAS, NCNH has applied for a State of Connecticut Dispensary License (the "License") to operate a certain business, which involves, among other things, the dispensary of medical marijuana and other natural healthcare alternatives (collectively, the "Business");

WHEREAS, NCNH has requested that Ryckman loan NCNH the total sum of Two Hundred Thousand Dollars and 00/XX (\$200,000.00) (the "Ryckman Contribution") for the purpose of funding the start-up costs of NCNH; and

WHEREAS, Ryckman is willing to loan the Ryckman Contribution to NCNH, subject to NCNH's receipt of the License; and

WHEREAS, Ryckman desires that Escrow Agent hold the Ryckman Contribution in escrow pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Deposit of Ryckman Contribution; Disclosure of Ryckman Contribution

1.1 Escrow Agent agrees to accept delivery of the Ryckman Contribution as same may be delivered to Escrow Agent from Ryckman. Escrow Agent shall promptly deposit the Ryckman Contribution in a non-interest-bearing IOLA account at JPMorgan Chase Bank.

1.2 Once Escrow Agent has confirmed that the Ryckman Contribution has been deposited in accordance with the terms hereof, Ryckman acknowledges and agrees that NCNH can disclose to the State of Connecticut such deposit.

2. Disbursement of Ryckman Contribution

Escrow Agent shall hold and disburse the Ryckman Contribution only upon the following terms and conditions:

2.1 Escrow Agent shall disburse the Ryckman Contribution to NCNH promptly upon receipt of a Notice (as hereinafter defined) from NCNH stating that NCNH has received or been awarded a License, and identifying the person or entity to which such

Execution Counterpart

disbursement should be made, Ryckman shall be contemporaneously copied on any such Notice from NCNH.

2.2 Escrow Agent shall disburse the Ryckman Contribution to Ryckman promptly upon receipt of a Notice from Ryckman or NCNH stating that a License has not been awarded to NCNH. Whichever party sends a Notice to Escrow Agent pursuant to this Section 2.2, shall contemporaneously send a copy of such Notice to the other party.

3. Disputes

3.1 If any disagreement or dispute shall arise among Ryckman and any persons resulting in adverse claims and demands being made for the Ryckman Contribution, whether or not litigation has been instituted, then and in any such event, Escrow Agent shall be authorized to refuse to comply with any claims or demands for the Ryckman Contribution and shall continue to hold the same until it receives either: (i) a Notice executed by Ryckman and the disputing party directing the disbursement of the Ryckman Contribution; or (ii) a final non-appealable order of a court of competent jurisdiction, entered in an action, suit or proceeding in which Ryckman and such other persons are parties, directing the disbursement of the Ryckman Contribution, in either of which events Escrow Agent shall then disburse the Ryckman Contribution in accordance with such direction. Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with any such claims and demands unless and until it has received either of the notices set forth in 3.1 above (the "Direction"). Upon compliance with such Direction, Escrow Agent shall be released of and from all liability hereunder, except for the bad faith, gross negligence or willful misconduct of Escrow Agent.

3.2 Escrow Agent may institute or defend any action or legal process involving any matter referred to herein which in any manner affects it or its duties and liabilities hereunder, but Escrow Agent shall not be required to institute or defend such action or process unless or until requested to do so by Ryckman and then only upon receipt of an indemnity in such amount, and of such character, as it may reasonably require against any and all claims, liabilities, judgments, reasonable attorneys' fees and other expenses of every kind in relation thereto. All reasonable costs and expenses incurred by Escrow Agent in connection with any such action or process are to be paid by Ryckman.

4. Fees of Escrow Agent

NCNH shall pay all fees, if any, of Escrow Agent hereunder.

5. Duties of Escrow Agent/Indemnification

Ryckman and NCNH each acknowledges that Escrow Agent is serving without compensation, solely as an accommodation to the parties, and except for the bad faith, gross negligence or willful misconduct of the Escrow Agent, Escrow Agent shall have no liability of any kind whatsoever arising out of or in connection with its activity as Escrow Agent. It is agreed that the duties of Escrow Agent are only as herein specifically provided, and that Escrow Agent shall not be liable for any error in judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection therewith, except for the bad faith, gross negligence or willful misconduct of

Execution Counterpart

Escrow Agent. Escrow Agent shall not incur any liability for acting upon any Notice, consent, waiver or document which appears to be signed by Ryckman or NCNH, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth of any information therein contained, which Escrow Agent in good faith believes to be genuine and what it purports to be.

Ryckman and NCNH each agree that the Escrow Agent shall not be responsible for any penalties, loss of principal, or the consequences of a delay in withdrawal of the Ryckman Contribution, if any, which may be imposed as a result of the making or the withdrawing of the above deposit(s), as the case may be, pursuant to this Agreement, whether or not Escrow Agent knew of the possibility or likelihood of such damages. Ryckman and NCNH each also agree that Escrow Agent shall not be liable for any loss or impairment of the Ryckman Contribution if such loss or impairment results from the failure, insolvency or suspension of the financial institution in which the Ryckman Contribution is deposited. Furthermore, Ryckman and NCNH acknowledge that JPMorgan Chase Bank is FDIC insured only up to amounts required by law and nonetheless agrees that the Ryckman Contribution may be held at JPMorgan Chase Bank even though the amount of the Ryckman Contribution may exceed such insured amount, and such excess shall not be FDIC insured.

Ryckman and NCNH agree, jointly and severally, to defend, indemnify and hold Escrow Agent harmless from and against any and all loss, damage, action, claim or expense, including attorneys' fees, resulting from or in any manner related to this Escrow Agreement, except for the bad faith, gross negligence or willful misconduct of Escrow Agent.

6. Notices

Any notice, demand, consent, authorization or other communication (collectively, a "Notice") which any party is required or may desire to give to or make upon any other party pursuant to this Escrow Agreement shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered personally (upon an officer of the other party or to such individual as may be noted in the addresses stated below) to the other party or sent by express courier or delivery service or by registered or certified mail of the United States Postal Service, return receipt requested, and addressed to the other party as follows (or to such other address or person as any party or person entitled to Notice may by Notice to the other parties specify):

<u>To Ryckman:</u>	39 Druid Lane Riverside, Connecticut 06878
<u>To NCNH:</u>	Natural Care of New Haven, Inc., 255 Weaver Street, Apartment 3A Greenwich, Connecticut 06831 Attn: Andrew Hoffman
<u>To Escrow Agent:</u>	Cuddy & Feder LLP 445 Hamilton Avenue - 14 th Floor White Plains, New York 10601 Attention: Robert J. Levine, Esq.

Execution Counterpart

Unless otherwise specified, Notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service.

7. It is expressly agreed that this Agreement is for the sole benefit of the parties hereto, and shall not be construed or deemed to have been made for the benefit of any third party or parties.

8. This Agreement and the rights and obligations of the undersigned parties shall be governed and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws. The undersigned hereby irrevocably submit to the jurisdiction and venue of any New York State or Federal Court located in the State of New York, County of Westchester, over any action or proceeding arising out of any dispute between the undersigned with respect to this Agreement.

9. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Agreement.

10. This Agreement contains the entire understanding between the parties hereto. No variations, modifications or changes hereto shall be binding upon any party hereto, unless set forth in a document duly executed by all parties hereto.

11. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto. The parties acknowledge that each party has reviewed this Agreement and have had a full and fair opportunity to have this Agreement reviewed and revised by counsel of their choice and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.


13. Each party waives the right to a jury trial in any dispute relating to this Agreement.

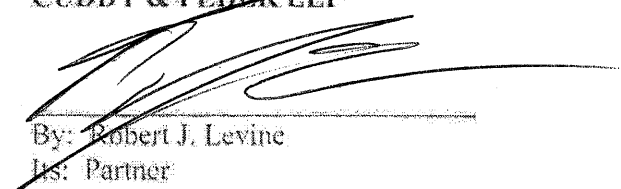
14. The parties acknowledge and agree that Escrow Agent has acted as counsel to NCNH in regard to the Business and the License, and may continue to do so in the sole and absolute discretion of NCNH and Escrow Agent including, but not limited to, in the event of a dispute arising out of, or related to, this Agreement.

15. The provisions of this Agreement shall survive its termination and the disbursement of the Ryckman Contribution.


Execution Counterpart

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


By: Jonathan Wade Ryckman

CUDDY & FEDER LLP

By: Robert J. Levine
Its: Partner

NATURAL CARE OF NEW HAVEN, INC.


By: Andrew Jon Hoffman
Title: Member

[Signature Page to Escrow Agreement]

Response to Request for Application, B.2

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

NOVEMBER 8, 2013

CN SEARCH LLC
239 BAILEYVILLE ROAD
MIDDLEFIELD, CT 06455

RE: Acceptance of Business Filing

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

NATURAL CARE OF NEW HAVEN, INC.

Work Order Number: 2013326443-007
Business Filing Number: [REDACTED]
Type of Request: CERTIFICATE OF INCORPORATION
File Date/Time: NOV 08 2013 12:00 PM
Effective Date/Time:
Work Order Payment Received: 1030.00
Payment Received: 100.00
Credit on Account: 595.00
Customer Id: [REDACTED]
Business Id: [REDACTED]

LISA SMITH
Commercial Recording Division
860-509-6003
WWW.CONCORD.SOTS.CT.GOV



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06116-0470
 DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06108
 PHONE: 860-509-8003 WEBSITE: www.concord-sps.ct.gov

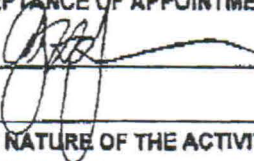
**CERTIFICATE OF INCORPORATION
 NONSTOCK CORPORATION**

FILING [REDACTED] 73 PG 01 OF 02 VOL B-01867
 FILED 11/08/2013 12:00 PM PAGE 02883
 SECRETARY OF THE STATE
 CONNECTICUT SECRETARY OF THE STATE

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. A:

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Robert J. Levina, Esq. ADDRESS: 445 Hamilton Avenue 14th Floor CITY: White Plains STATE: New York ZIP: 10601		FILING FEE: \$50 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF CORPORATION: Natural Care of New Haven, Inc.		
<i>THE CORPORATION IS NONPROFIT AND SHALL NOT HAVE OR ISSUE SHARES OF STOCK OR MAKE DISTRIBUTIONS.</i>		
2. PLACE A CHECK NEXT TO THE APPROPRIATE STATEMENT: <input type="checkbox"/> A. THE CORPORATION SHALL NOT HAVE MEMBERS. <input type="checkbox"/> B. THE CORPORATION SHALL ONLY HAVE MEMBERS, WHICH ARE NOT ENTITLED TO VOTE. <input checked="" type="checkbox"/> C. THE CORPORATION SHALL HAVE ONE CLASS OF MEMBERS. <input type="checkbox"/> D. THE CORPORATION SHALL HAVE MULTIPLE CLASSES OF MEMBERS WHICH CLASSES ARE DESIGNATED AS FOLLOWS: <small>PLEASE NOTE: THE MANNER OF ELECTION AND APPOINTMENT OF MEMBERS ALONG WITH THEIR QUALIFICATIONS AND RIGHTS MAY BE SET FORTH IN THIS CERTIFICATE OR IN THE CORPORATION'S BYLAWS. PLEASE SEE C.G.S. § 33-1055 & -1056.</small>		
3. APPOINTMENT OF REGISTERED AGENT: (PLEASE SELECT ONLY ONE A. OR B.) A. INDIVIDUAL'S AGENT NAME: Andrew Jon Hoffman		
BUSINESS ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: None. CITY: STATE: ZIP:	RESIDENCE ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: 255 Weaver Street Apt 3A CITY: Greenwich STATE: CT ZIP: 06831	
B. BUSINESS ENTITY AGENT NAME: ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: CITY: STATE: ZIP:		

ACCEPTANCE OF APPOINTMENT



SIGNATURE OF AGENT


4. THE NATURE OF THE ACTIVITIES TO BE CONDUCTED OR THE PURPOSES TO BE PROMOTED BY THE CORPORATION:

To engage in any lawful act or activity for which corporations may be formed under the Connecticut Revised Nonstock Corporation Act.

5. OTHER INFORMATION:

6. EXECUTION: CERTIFICATE MUST BE SIGNED BY EACH INCORPORATOR

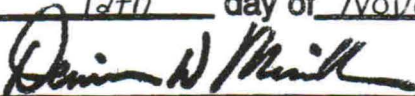
DATED THIS 6 DAY OF November, 2013

NAME OF INCORPORATOR	ADDRESS	SIGNATURE(S)
Robert J. Levine, Esq.	ADDRESS: 445 Hamilton Avenue CITY: White Plains STATE: New York ZIP: 10601	
	ADDRESS: CITY: STATE: ZIP:	
	ADDRESS: CITY: STATE: ZIP:	
	ADDRESS: CITY: STATE: ZIP:	

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

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

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,
this 12th day of November A.D. 20 13



SECRETARY OF THE STATE

To: Department of Consumer Protection
Drug Control Division
Medical Marijuana Program
RFA #2013-109377
165 Capitol Ave, Room 145
Hartford, CT 06106

From: Rachel Susan Hoffman
255 Weaver Street, Apt 3A
Greenwich, CT 06831
C: (516) 376-9866
E: rhoffman2008@gmail.com

Date: November 12, 2013

Re: Verification of Funds

To Whom It May Concern:

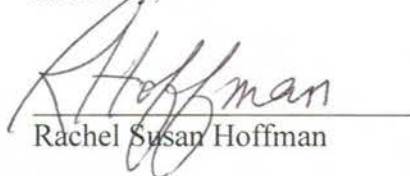
My name is Rachel Susan Hoffman. I am married to Andrew Jon Hoffman as per the attached marriage certificate. As a married couple we share our assets and liabilities collectively, and as such Andrew has full access to my [REDACTED] for use in investing in a Medical Marijuana Dispensary in the State of Connecticut.

You will find a recent bank statement attached detailing a balance in excess of \$100,000. This account was established for entrepreneurial business investments such as this.

Should you have any questions, please do not hesitate to contact me.

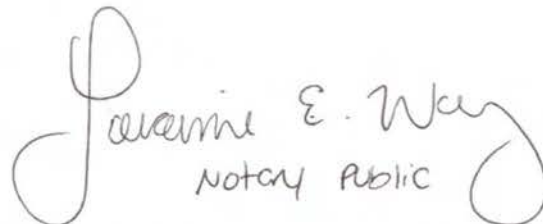
I declare, to the best of my knowledge, that the information contained herein is true, correct, and complete.

Sincerely,


Rachel Susan Hoffman

Notary Seal




Joanne E. Way
Notary Public

State of New York
County of Westchester

Sworn before me on
November 12, 2013



Rachel Hoffman
255 Weaver St
Apt 3A
Greenwich CT 06831-4260

Get social, Savers - join the convo at We, the Savers.

Let your voice be heard on The Official Blog of Savers - we're here to help you take charge of your money and have fun doing it. Check out **We, the Savers** at www.wethesavers.com and get some cool ideas about saving, the social way.

Since you became a Saver on 01/29/2006,
your account(s) have earned:

\$6,783.99

Customer Number [REDACTED]

Your Savings Summary as of 10/31/2013

Account Type	Nickname	Account Number	Account Balance	Joint Name
360 Savings	downpayment	[REDACTED]	\$131,533.99	

Your 360 Savings Activity

Account: downpayment Current Interest Rate: 0.747% Annual Percentage Yield Earned: 0.75% Interest Life To Date: \$6,783.99
Year to date Interest: \$771.88

Activity	Date	Amount	Balance
Opening Balance	10/01/2013		\$141,448.91
Withdrawal to CITIBANK NA checking account [REDACTED]	10/09/2013	\$(10,000.00)	\$131,448.91
Monthly Interest Paid	10/31/2013	\$85.08	\$131,533.99
Closing Balance	10/31/2013		\$131,533.99

Your email address is: rhoffman2008@gmail.com. Update this and all your information at capitalone360.com in the My Info section.



Rachel Hoffman
 255 Weaver St
 Apt 3A
 Greenwich CT 06831-4260

Get social, Savers - join the convo at We, the Savers.

Let your voice be heard on The Official Blog of Savers - we're here to help you take charge of your money and have fun doing it. Check out **We, the Savers** at www.wethesavers.com and get some cool ideas about saving, the social way.

Since you became a Saver on 01/29/2006,
 your account(s) have earned:

\$6,783.99

██████████ Num ██████████

Your Savings Summary as of 10/31/2013

Account Type	Nickname	Account Number	Account Balance	Joint Name
360 Savings	downpayment	██████████	\$131,533.99	

Your 360 Savings Activity

Account: downpayment Current Interest Rate: 0.747% Annual Percentage Yield Earned: 0.75% Interest Life To Date: \$6,783.99
 Year to date Interest: \$771.88

Activity	Date	Amount	Balance
Opening Balance	10/01/2013		\$141,448.91
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Monthly Interest Paid	10/31/2013	\$85.08	\$131,533.99
Closing Balance	10/31/2013		\$131,533.99

Your email address is: rhoffman2008@gmail.com. Update this and all your information at capitalone360.com in the My Info section.

THE CITY OF NEW YORK
OFFICE OF THE CITY CLERK
MARRIAGE LICENSE BUREAU

License Number

Certificate of Marriage Registration

This Is To Certify That **ANDREW JON HOFFMAN**

residing at **70 WILLOWBROOK LANE , HILLSDALE, NY 12529 United States of America**

born on [REDACTED] at **PORT CHESTER, NY, USA**

and **RACHEL S. BROCHSTEIN**

New Surname: **HOFFMAN**

residing at **145 WEST 67TH STREET 31J, NEW YORK, NY 10023 United States of America**

born on [REDACTED] at **MANHASSET, NY, USA**

Were Married

on **8/2/2008** at **Steiner Studio 6
15 Washington Street
Brooklyn, NY**
By **Daniel A. Singer**

as shown by the duly registered license and certificate of marriage of said persons on file in this office.

CERTIFIED THIS DATE AT THE CITY CLERK'S OFFICE

Manhattan

N. Y.

August 6, 20 08

PLEASE NOTE: Facsimile Signature
and seal are printed pursuant
to Section 11-A, Domestic
Relations Law of New York.




Hector L. Diaz
City Clerk of the City of New York

CET-F

M020112

Response to Request for Application, B.2



NEW HAVEN CITY PLAN DEPARTMENT
165 CHURCH STREET, NEW HAVEN, CT 06510
TEL (203) 946-6378 FAX (203) 946-7815

Attorney Anthony V. Avallone
677 State Street
New Haven CT. 06511

November 12, 2013

Re: 130 Amity Road, New Haven, BA Zone

Dear Attorney Avallone;

We understand that your client is interested in operating a Medical Marijuana Dispensary in the City of New Haven at 130 Amity Road at Amity Plaza. The City of New Haven's Zoning Ordinance, Zoning Use table, section 42, subsection C. Sale of Food, Drink & Pharmaceuticals, states that the use "Drug or Cosmetic store, including sale of goods customarily incidental thereto", is permitted as of right in zones BA, BA-1, BD, BD-1, BD-2, BD-3, BE, IL, and IH; in addition, by Special Exception in zone BC. Parking requirements for Business and Commercial uses are outlined in Section 45.

The City has determined that medical marijuana, as defined in Connecticut General Statutes section 21a-240, and the retail distribution of medical marijuana via a dispensary as encompassed under section 21a-408, et sec., is most analogous to the use "Drug or Cosmetic store" and therefore is permitted in the same zones as "Drug or Cosmetic store", as listed above. This would not include the producer or manufacturing aspect of 21a-408, et sec.

Therefore, at 130 Amity Road in a BA zone, dispensing of medical marijuana is a permitted use under the Zoning Ordinance of the City of New Haven. However, the use is subject to all Building Code requirements, Fire Code requirements, Site Plan and all other requirements for the use set out in 21a-408, et sec.

Sincerely,


Karyn M. Gilvarg, A.I.A.
Executive Director

cc. Felipe Pastore, Senior Deputy Corporation Counsel
Tomas Talbot, Deputy Director, Zoning
Daniel O'Neil, Building Official



Response to Request for Application, B.3

November 11, 2013

VIA EMAIL: ajhoffman@gmail.com

Andrew Hoffman
Natural Care of New Haven, Inc.
255 Weaver Street Apt 3A
Greenwich, CT 06831

Re: Lease of Premises located at 130 Amity Road, Amity Plaza, New Haven, CT 06515

Dear Mr. Hoffman:

In accordance with our recent discussion, we are pleased to propose the following lease terms for your review:

Location: Amity Plaza
130 Amity Road, Unit 330
New Haven, CT 06515

Landlord Wellmakara, LLC

**Designation
Of Tenant:** Natural Care of New Haven, Inc.
Tax ID [REDACTED]

Guarantor Paul Cappiali (Occupancy Guaranty including Unamortized leasing costs)

Permitted Use: Fully Licensed Medical Marijuana Dispensary.

Leased Premises: Approximately 1,522 S.F. ±

Initial Term: Five (5) Year Initial Term. At the end of month six of the lease, Tenant shall have the one time right to terminate the lease by providing notice within 30 days from the sixth month. As part of termination agreement Tenant shall remit all unamortized leasing cost and legal expense associated with the lease. Tenant shall also remit with Termination Notice a termination fee equal to 3 months total rent. Tenant shall not open another dispensary within 10 miles.

ACRE GROUP, LLC

Base Rent:	<u>TERM:</u>	<u>RENT:</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
	Year 1-2:	\$15.00 p.s.f	\$22,830.00	\$1,902.50
	Year 3-5:	\$17.00 p.s.f	\$25,87400	\$2,156.17

Landlord Delivery: Landlord shall deliver the premises "AS IS"

Possession Date: Upon Lease Execution & Contingencies

Contingencies: Tenant shall obtain Official Notification/Authorization from the State of Connecticut to be a certified Dispensary. To be determined by not later than January 31, 2014.

Permits and Approvals: Tenant will be responsible for obtaining all necessary regulatory permits and approvals for construction of Tenant Improvements and for the opening and operation of their intended use from the City of New Haven, and the State of Connecticut. All improvements to the exterior and interior of the premises shall be subject to the Landlord's prior approval, which shall not be unreasonably withheld.

Rent Commencement: Upon Tendering Possession of Premises

Security Deposit: 2 month base rent - \$3,805.00

Common Area Maintenance (includes Liability and Property Insurance): Pro-rata – Initial escrow = \$3.75 p.s.f. (\$475.63 month, \$5,707.50 annually); to be adjusted annually.

R.E. Taxes: Pro-rata – Initial escrow = \$3.21 p.s.f. (\$407.14 month, \$4,885.62 annually); to be adjusted annually.

Utilities (Electric, Gas,): Separately metered or sub-metered: Tenant's responsibility.

Water/Sewer: Sub-metered, recharged to Tenant. Initial escrow \$35.00 per month.

- Trash:** Initial Reimbursement \$63.42/month.
- Signage:** All signage to meet shopping center sign criteria.
- Broker:** Landlord and Tenant both warrant and represent ACRE Group, LLC are the only broker involved in this transaction. ACRE Group, LLC shall be compensated by the Landlord pursuant to a separate agreement.
- Lease Form:** Landlord shall draft the Lease.

I believe that the proposed terms described above will be acceptable to the owner(s) of the Amity Plaza, New Haven, CT, if this letter is counter-signed by your client and returned, along with a financial statement and the stated security deposit, by not later than November 12th, 2013; however, the submission of these proposed terms for consideration does not constitute an offer to lease the above-referenced premises to your client, or a reservation of said premises. Binding obligations will arise if, and only if, a Lease is executed and delivered by both the shopping center owner(s) and your client.

Should you have any questions or if I can assist you in any way, please call. I look forward to speaking with you soon.

Sincerely,



Daniel M. Charest, SCSM, RPA
Operations Manager

Agreed & Accepted:

Natural Care of New Haven, Inc
Andrew Hoffman

By: 
Its

Member

cc: Wellmakara, LLC

Signage:



Verbiage will Read:

Natural Care of New Haven

Appendix KK

CITRIN COOPERMAN & COMPANY, LLP
709 WESTCHESTER AVENUE
WHITE PLAINS, NY 10604

ANDREW & RACHEL HOFFMAN
255 WEAVER STREET APT. NO. 3A
GREENWICH, CT 06831

|||||

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat 5.x products, uncheck the "Shrink oversized pages to paper size" and uncheck the "Expand small pages to paper size" options, in the Adobe "Print" dialog. When using Acrobat 6.x and later products versions, select "None" in the "Page Scaling" selection box in the Adobe "Print" dialog.

CLIENT'S COPY



CITRINCOOPERMAN

Attest & Assurance | Tax Compliance & Research | Specialty & Consulting

Andrew & Rachel Hoffman
255 Weaver Street Apt. No. 3A
Greenwich, CT 06831

Dear Mr. and Mrs. Hoffman:

Enclosed are the following electronic filing authorization forms for the jurisdictions that will be e-filed and government filing copies for the jurisdictions that require filing by regular mail:

2012 U.S. INDIVIDUAL INCOME TAX RETURN

2013 FEDERAL ESTIMATED TAX VOUCHERS

2012 CONNECTICUT INDIVIDUAL INCOME TAX RETURN

2012 NEW YORK INDIVIDUAL INCOME TAX RETURN

2013 NEW YORK ESTIMATED TAX VOUCHERS

Filing instructions are provided for each return. Your copy should be retained for your files.

The returns were prepared from the information furnished by you. Please review before filing to ensure there are no omissions or misstatements of material facts.

We sincerely appreciate the opportunity to serve you. If you have any questions regarding the returns, please do not hesitate to call.

Instructions for filing the above forms are furnished for easy reference. As part of our "going green" initiative, your copy of the tax return has been sent to you electronically. Please save the electronic copy to your computer for future reference. If you have not received the electronic copy, please contact our office.

The returns were prepared from information furnished by you. Please review before filing to ensure there are no omissions or misstatements of material facts.

We sincerely appreciate the opportunity to serve you. Please contact us if you have any questions concerning the tax

returns.

Sincerely,

Robert Winton, CPA

Appendix L



IMG_4519



IMG_4520



IMG_4521



IMG_4522



IMG_4523



IMG_4441



IMG_4442



IMG_4443



IMG_4444



IMG_4445



IMG_4446



IMG_4447



IMG_4448



IMG_4449



IMG_4451



IMG_4452



IMG_4453



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IMG_4456



IMG_4457

NHNC Proposed Location



IMG_4458



IMG_4459



IMG_4460



IMG_4461



IMG_4462



IMG_4463



IMG_4466



IMG_4465



IMG_4466



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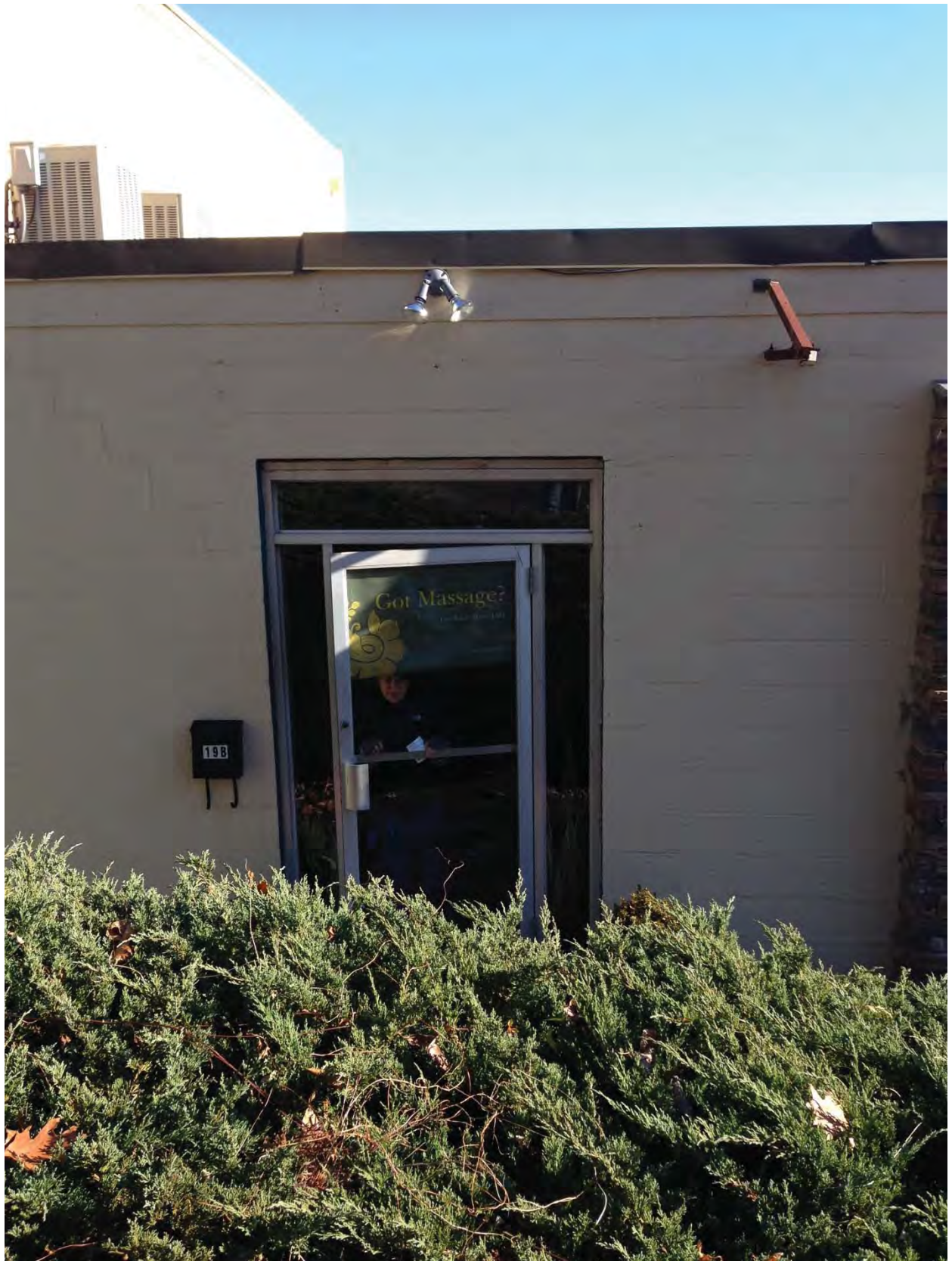
IMG_4507



IMG_4508



IMG_4509



IMG_4510



IMG_4511



IMG_4515



IMG_4516



IMG_4517

Address	Town	Land Use	Name	Photo Image
50 Amity Rd	New Haven	Automotive Dealership	A-1 Toyota	IMG_4449
63 Amity Rd	New Haven	Commercial	Amity Music	IMG_4448
63 Amity Rd	New Haven	Retail	Blue Sky Nails	IMG_4448
75 Amity Rd	New Haven	Restaurant	Five Guys Restaurant	IMG_4441
80 Amity Rd	New Haven	Auto Service	Steve America Auto Glass	IMG_4446
86 Amity Rd	New Haven	Auto Service	Woolstar Auto Body	IMG_4467
92 Amity Rd	New Haven	Vacant		
94 Amity Rd	New Haven	Vacant		
95 Amity Rd #1	New Haven	Retail	Sam Ash Music	IMG_4442
95 Amity Rd #2	New Haven	Retail	Amity Wine & Spirit	IMG_4443
95 Amity Rd #3	New Haven	Retail	Woolville Market	IMG_4444
95 Amity Rd #4	New Haven	Retail	American Cleaners	IMG_4445
96 Amity Rd	New Haven	Vacant		
100 Amity Rd	New Haven	Banking	Bank Of America	IMG_4473
109 Amity Rd	New Haven	Vacant		
112 Amity Rd	New Haven	Commercial	Stop and Shop	IMG_4472
122 Amity Rd	New Haven	Health Care	Dr. Dental	IMG_4471
126 Amity Rd	New Haven	Retail	Dollar Tree	IMG_4470

128 Amity	Woodbridge	Banking	TD Bank	IMG_4474
129 Amity Rd	New Haven	Home Improvement	Perottili Garden Center	IMG_4451
130 AMITY RD	New Haven	Health Care	Family Eye Care Center	IMG_4469
130 Amity Rd	New Haven	Commercial	Under Construction	IMG_4467
144 Amity Rd	New Haven	Restaurant	Amity Pizza	IMG_4466
146 Amity Rd	New Haven	Retail	Metco PCS	IMG_4465
149 Amity Rd	New Haven	Banking	Chase Bank	IMG_4452
152 Amity Rd	New Haven	Educational	Ramon Math and Reading Center	IMG_4468
152 Amity Rd	New Haven	Commercial	Recid Champion Truckwvndo DO	IMG_4464
154 Amity Rd	New Haven	Retail	Dayless Shoesource	IMG_4463
156 Amity Rd	New Haven	Retail	Rainbow Shops	IMG_4462
160 Amity Rd	New Haven	Health and Fitness	Planet Fitness	IMG_4453
160 Amity Rd	New Haven	Retail	Ashley Stewart	IMG_4461
161 Amity Rd	New Haven	Commercial	Tobacco Land	IMG_4459
166 Amity Rd	New Haven	Retail	Vicky's	IMG_4460
168 Amity Rd	New Haven	Commercial	Glorious Hair	IMG_4458
170 Amity Rd	New Haven	Commercial	Auto-Cycle Insurance Inc.	IMG_4457
171 Amity Rd	Woodbridge	Vacant		
172 Amity Rd	Woodbridge	Restaurant	Prograt Pinc	IMG_4454
174 Amity Rd	New Haven	Commercial	Washing Machine Landmark of Amity	IMG_4456
175 AMITY RD	Woodbridge	Auto Sales and Repair	Dodge Credit Dodge Inc.	IMG_4476

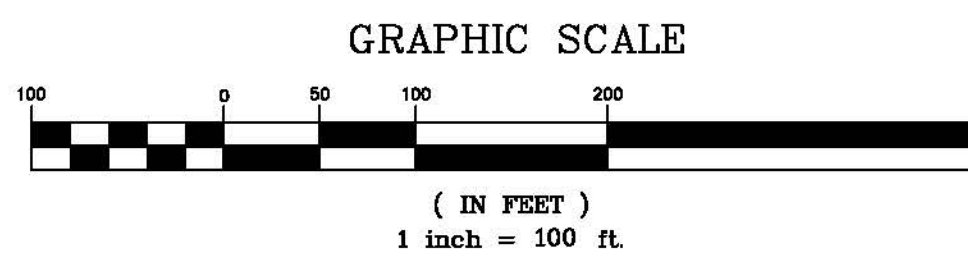
176 Amity Rd	Woodbridge	Commercial	UPS Store	IMG_4504
188 AMITY RD	Woodbridge	Restaurant	Wheelers Market-Cafe	IMG_4502
188 AMITY RD Second Floor	Woodbridge	Commercial	Alatato Insurance	IMG_4503
185 Amity Rd	Woodbridge	Auto Service Center	Quick Lane Tire & Lube	IMG_4475
185 Amity Rd	Woodbridge	Automotive Dealership	Crest Dealer of Woodbridge	IMG_4477
186 Amity Rd	Woodbridge	Auto Service	Bilmore Cleaners	IMG_4522
186 Amity Rd	Woodbridge	Salon	Fancy Nail Salon	IMG_4520
186 Amity Rd	Woodbridge	Salon	Cute Again	IMG_4519
186 Amity Rd	Woodbridge	Auto Service	New England Cat Care	IMG_4521
194 Amity Rd	Woodbridge	Health	Dr. Michael A. Cocco	IMG_4495
198 Amity Rd	Woodbridge	Banking	Peoples Bank	IMG_4483
201 Amity Rd	Woodbridge	Auto Service Center	Monro Muffler Brake & Service	IMG_4482
204 Amity Rd	Woodbridge	Parking Lot		
11 NUNE ST	Woodbridge	Commercial	Dean's Hair CO	IMG_4500
11 June St	Woodbridge	Commercial	Olga Haircare, Pedicure, Facials	IMG_4499
16 June St	Woodbridge	Warehouse		IMG_4523
15 June St	Woodbridge	Commercial	Resha Adams Electrolysis LLC	IMG_4505
15 June St	Woodbridge	Commercial	Orlando Jackson Insurance	IMG_4506
15 June St	Woodbridge	Health	Ujima Wellness	IMG_4505
17 June St	Woodbridge	Commercial	Amity Office Center	IMG_4505
4 Hazel Terrace	Woodbridge	Industrial	Power Sub-Station	IMG_4506

7 Hazel Terrace	Woodbridge	Residential	ANTONIOCI JOSEPHINE I	IMG_4507
8 Hazel Terrace	Woodbridge	Commercial	GROUP INSURANCE Associates	IMG_4517
14 Hazel Terrace	Woodbridge	Residential	SEKTSER VLADIMIR I	IMG_4516
17 Hazel Terrace	Woodbridge	Commercial	TEL Russell Dance Studio	IMG_4508
18 Hazel Terrace	Woodbridge	Vacant	LOMBARDI KAREN	
19 Hazel Terrace	Woodbridge	Health	Therapeutic Recreation Center	IMG_4509
19-B Hazel Terrace	Woodbridge	Health	Get Massage?	IMG_4510
21 Hazel Terrace	Woodbridge	Commercial	For Lease	IMG_4511
30 Hazel Terrace	Woodbridge	Commercial	Office Suites	IMG_4515
3 Krua Elbow	Woodbridge	Vacant	CONNOR CHRISTOPHER G & SAIL G	
15 Krua Elbow	Woodbridge	Vacant	CONNOR CHRISTOPHER G & SAIL G	
21 Krua Elbow	Woodbridge	Vacant	CONNOR CHRISTOPHER G & SAIL G	
27 Krua Elbow	Woodbridge	Vacant	TOWN OF WOODBRIDGE New England Brewing Company	
7 Selden St	Woodbridge	Restaurant	New England Brewing Company	IMG_4497
10 Selden St	Woodbridge	Church	Downside Community Church	IMG_4499
12 Selden St	Woodbridge	Restaurant	Remedial Social Restaurant	IMG_4494
14 Selden St	Woodbridge	Health and Fitness	Justif	IMG_4492
16 Selden St	Woodbridge	Restaurant	Thai Stories Restaurant	IMG_4491
18 Selden St	Woodbridge	Retail	Amity Bike	IMG_4490
188 Selden St	Woodbridge	Commercial	Linda's Naila	IMG_4489
22 Selden	Woodbridge	Retail	Today's Clothing	IMG_4488

24 Selden St	Woodbridge	Retail	Musica Folk	IMG_4488
26 Selden St	Woodbridge	Commercial	Advent Printing	IMG_4487
26A Selden St	Woodbridge	Restaurant	Eino-L-I	IMG_4486
28 Selden St	Woodbridge	Commercial	Woodbridge Firearms	IMG_4485
30 Selden St	Woodbridge	Commercial	Amity Bowl	IMG_4484
9 Lucy St.	Woodbridge	Restaurant	Woodbridge Gathering	IMG_4479
18 Lucy St.	Woodbridge	Auto Service Shop	JJ Motors LLC	IMG_4478



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Revisions		
No.	Date	Description

Project Title
MEDICAL DISPENSARY FACILITY
 170 AMITY ROAD
 NEW HAVEN, CONNECTICUT
 MAP 31, BLOCK 1194, PARCEL 002

Westcott and Mapes, Inc.
 Consulting Engineers since 1916
 142 Temple Street
 New Haven, CT 06510
 TEL (203) 789-1260 • FAX (203) 789-8261
 E-mail address: westcottandmapes@net.net

Seal
 Drawing Title
EXISTING PROPERTY USAGE RADIUS MAP

Designed	AJK	Date	11/14/2013
Drawn	AJK	Scale	1" = 100'
Approved	RGF		
Project No.	14-026-10		
File Name	14-026-00CIVL	Sheet No.	1 of 1

Response to Request for Application, F.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.

Research and medicinal effects tracking are critical components of our educational approach. As part of our education plan, we are developing a tool kit for our patients and caregivers to document pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, or agitation. The toolkit will include:

- A log book that patients will need to maintain track the use and effects of specific medical marijuana strains and products;
- Forms to rate the scale of pain, cachexia or wasting syndrome, nausea, seizures, muscles spasms, and agitation; and
- Guidelines for the patient's self-assessment or, if applicable, assessment of our patients by the caregiver.

The goal of our research is two-fold. First, we want to ensure that our role in providing medical marijuana is consistent with accepted medical practices, keeping in mind that our staff should not give medical advice. Second, we want to make sure that we can capture and use patient data from our self-assessment tools that will allow us and our patients to prepare and participate in clinical surveys and reports to refine and further document the effects of medical marijuana.

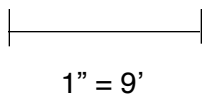
Through our self-assessment tools and partnerships with leading wellness and medical research facilities in the area, we also plan to provide our patients opportunities to participate in ongoing medical studies and clinical research trials regarding pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, or agitation. Public information regarding such studies and trials will be invaluable helping us develop a greater understanding of marijuana strains and form effects on debilitating illnesses.

Dispensary Name:
Natural Care of New Haven

Address:
130 Amity Rd.
New Haven, Ct. 06515
Unit 330

Overall Square Footage:
1522 sq. ft. (unit 330)

Scale:



Employee Lockers:

All employee belongings will be stored either on their persons, locked in the office for safe keeping during their shift.

Break Room:

The office will serve as an employee break room when employees come to take breaks in the facility.

Display:

The counter (30 sq. ft.) will be the primary point of sale as well as the viewing area for marijuana. It will be located at the center of the Consultation area, easily accessible to patients who enter the facility. All marijuana not displayed on the counter will be securely stored in the "Fridge" or the

Storage:

Storage of marijuana will be in the Consultation area (secured inside the "Fridge") or in the Prep. Area inside the safe.

Restroom:

An ADA compliant restroom will be available inside of the facility. State compliance to disabilities will be addressed within the construction phase to comply with state and federal regulations.

Secure Zones:

The Dispensary will be separated into 3 different zones. General Public Access, Limited Access, and Restricted Access. Everyone who enters the Dispensary will have access to the **Green** Area. Only employees and patients with valid state medical cards may enter the **Yellow** areas. **Red** areas are either designated for management, or employees only.

**State and official parties who are escorted with permission may enter the facility with management guided access.

Information Center:

The lobby will serve as an informational area to educate visitors of the dispensary.

Informational handouts will be available for visitors with and without medical cards.

Check
ID ve

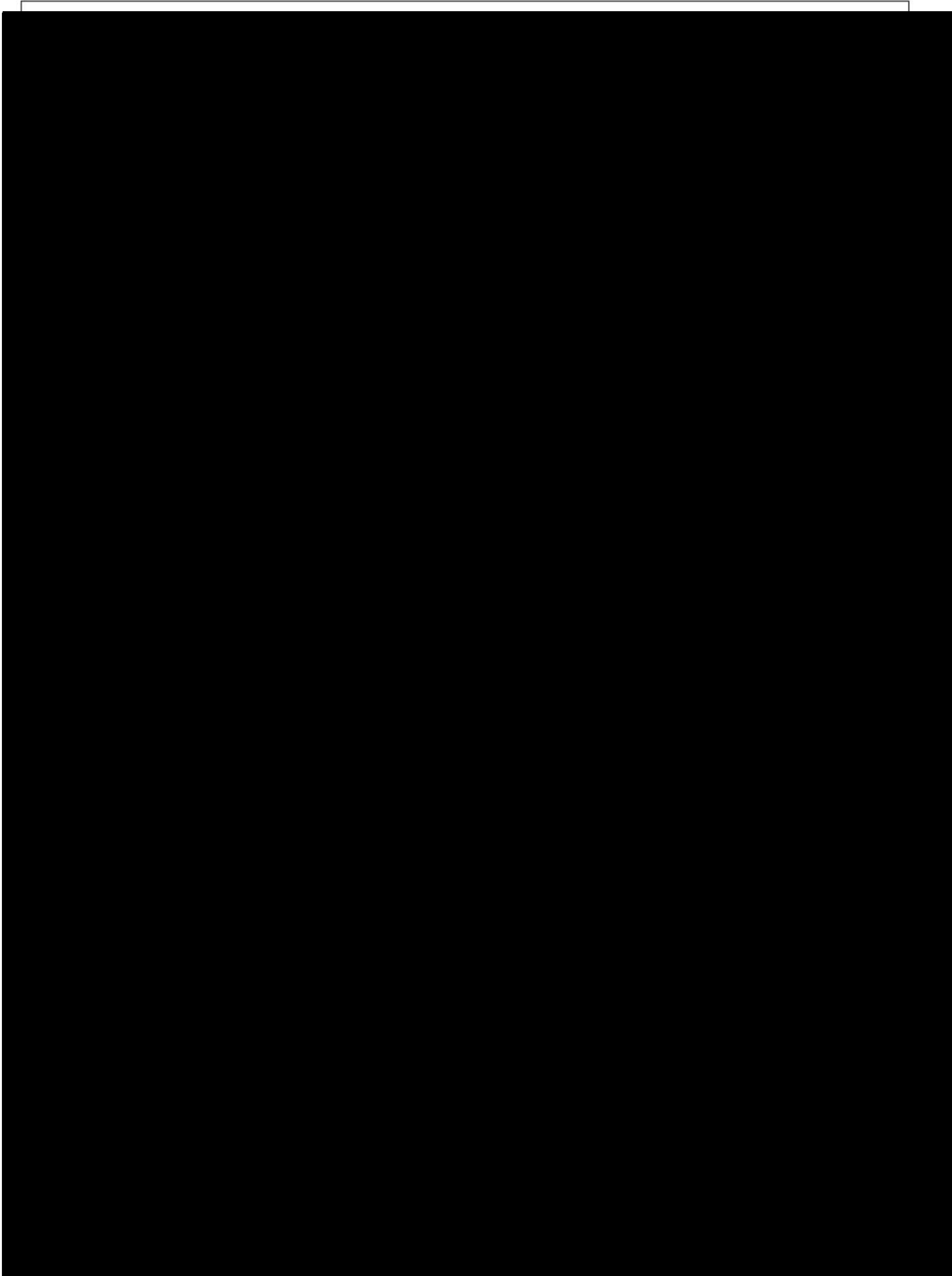
Pa

Sales Area:

All sales of marijuana will be in the Consultation area (42 as well as any other accessory may be offered in the dispensary area will be monitored by video surveillance to capture all transactions.

Ingress and Egress:

Due to security needs, the facility has a single point of ingress highlighted in green representing main entrance doors. Per state and fire regulations, there are two points of egress: one primary, and one emergency exit highlighted in red representing the back door. The exit door with only red highlighting represents an alarmed emergency exit that will sound if opened.



8 MAY 2012

DRAWN BY:
DSE

CHECKED:

Conn. Route 63
New Haven, CT



Response to Request for Application, C.1

A detailed description of all products intended to be offered by the dispensary facility during the first year of operation.

NCNH will offer medical marijuana and medical marijuana-infused food products to qualifying patients and designated caregivers. In addition to edibles, NCNH intends to offer medicinal marijuana in all forms available from approved State of Connecticut medical marijuana producers. All such products will be dispensed to qualifying patients or approved caregivers through the Medbox system.

Response to Request for Application, C.2

A detailed description of all services to be offered by the dispensary facility during the first year of operation.

Education is a critical component of the care we offer. As part of our education and program services, NCNH anticipates offering workshops, support groups, classes and other programs. The services below are some that we hope to offer at our facility.

- X Peer Counseling
- X Nutrition Classes
- X Classes on pain management, wellness strategies, and oncology issues
- X Guided meditation
- X Counseling services about proper medication practices and avoiding substance misuse
- X Ongoing support groups: women's cancer support group, chronic pain support and an educational drop-in time for those new to medical marijuana.

NCNH also plans to offer patient education services for new and existing medicinal marijuana patients, which will be guided by the following Patient Handbook.

1.0 PATIENT EDUCATION OVERVIEW

The following sections will outline the body of information that will be conveyed to the patient who has been given a recommendation to use medical marijuana. Formal brochures will be available at the dispensary site for patients to read and become informed.

1.1 PATIENT EDUCATION INTRODUCTION

This is the written dispensary Education and Support Plan.

The dispensary staff and leadership are committed to providing patients accurate information regarding the health effects of medical marijuana. We believe that patient education and support are essential to achieving overall patient wellness. With our well-designed and well-delivered education and support program, each qualifying patient and caregiver will participate in our orientation process and receive a copy of our Patient Handbook.

1. Orientation

Each qualifying patient and their registered caregiver will be required to go through an orientation with one of our trained professional staff members. The orientation includes:

- meeting with one of our professionals to register for the program;
- obtaining registry
- signing a medical records release form for the recommending physician;
- describing products and services available; and
- receiving a new Patient Handbook.

2. The new Patient Handbook includes:

- Patient Guidelines to Stay Safe and Healthy
- Patients' Rights
- Connecticut Medical Marijuana Law Overview
- Services
- Guide to Using Marijuana
- Sativa vs. Indica
- Understanding Edibles
- Applications For Cannabis and Cannabinoids
- Ailment Specific Strains
- Substance Use Prevention
- References and Resources

A. Research and Medicinal Effects Tracking

Research and medicinal effects tracking are critical components of our educational approach. As part of our education plan, we are developing a tool kit for our patients and caregivers to document pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, or agitation. The toolkit will include:

- A log book that patients will need to maintain track the use and effects of specific medical marijuana strains and products;
- Forms to rate the scale of pain, cachexia or wasting syndrome, nausea, seizures, muscles spasms, and agitation; and
- Guidelines for the patient's self-assessment or, if applicable, assessment of our patients by the caregiver.

The goal of our research is two-fold. First, we want to ensure that our role in providing medical marijuana is consistent with accepted medical practices, keeping in mind that our staff should not give medical advice. Second, we want to make sure that we can capture and use patient data from our self-assessment tools that will allow us and our patients to prepare and participate in clinical surveys and reports to refine and further document the effects of medical marijuana.

Through our self-assessment tools and partnerships with leading wellness and medical research facilities in the area, we also plan to provide our patients opportunities to participate in ongoing medical studies and clinical research trials regarding pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, or agitation. Public information regarding such studies and trials will be invaluable helping us develop a greater understanding of marijuana strains and form effects on debilitating illnesses.

B. Substance Abuse and Misuse

Connecticut has made progress over the past decade in substance abuse reduction. The dispensary recognizes the need to provide a safe environment that helps patients avoid substance abuse and misuse. Our staff will be trained to recognize the signs and symptoms of substance abuse, including tolerance, dependency, and withdrawal. In our workshops, clinics, and materials, we will emphasize personal responsibility for individual behavior. We also will provide information about the differing strengths of medical marijuana strains and products and the potential drug-to-drug interactions, including interactions with alcohol, prescription drugs, non-prescription drugs, and supplements. Each patient and caregiver will receive a list of substance treatment facilities and counselors located within 50 miles of the dispensary. Finally, patient education about the potential abuse of medical marijuana will be integrated in all patient visits, materials, and outreach.

1.2 PATIENT EDUCATION HANDBOOK

Our goal is to provide our medical marijuana patients with a holistic approach to wellness. In this Patient Handbook, we have included information about patient visits, our guidelines, the medical marijuana law, and how to use medical marijuana. Patients will be encouraged to ask any staff member for clarification on handbook information.

A. Patient Guidelines to Stay Safe and Health

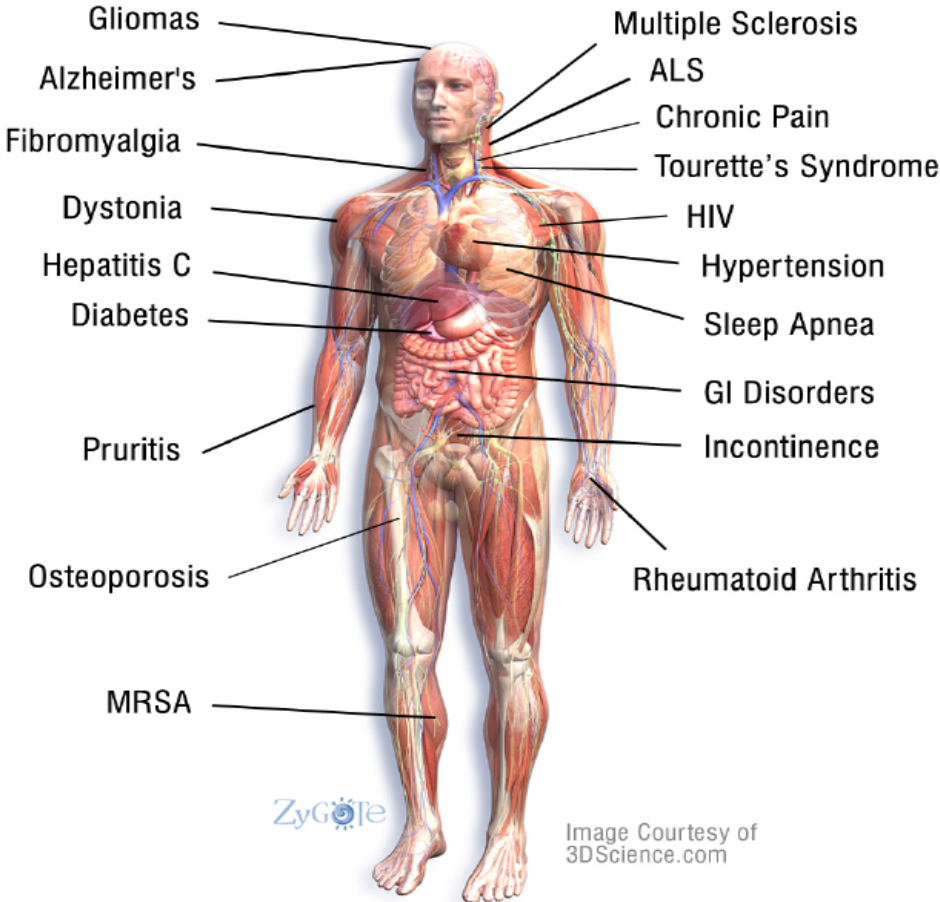
- Be a courteous and respectful neighbor
- You must be at least 18 years old with a valid registry identification card to enter
- Your identification must be ready at the door when you check in
- Do not use or consume marijuana in transportation or public place
- No cell phone calls or cameras are allowed in the building
- You may not sell or distribute your marijuana medication
- Place your medicine out of sight in a safe place before leaving the facility
- Respect staff, other patients/caregivers, and neighbors
- Report suspicious behavior to us

B. Patients' Rights

- You have the right to be treated with respect and professionalism.
- You have the right to accurate and easily understood information about the laws and local regulations.
- You have the right to have your medicine provided elsewhere if needed.
- You have the right to accurately labeled and weighed quality medication and accurate information about the medication being provided.
- You have the right to obtain your medication in a safe and friendly environment.
- You have the right to safe and effective medicine handled in appropriate and sanitary conditions.
- You have the right to considerate, respectful, and non-discriminatory care.
- You have the right to know if your referring physician has a personal or professional relationship with us.

The Connecticut Department of Consumer Protection (DCP) only recognizes a few of the proposed Medicinal benefits of medical marijuana. The following chart indicates additional future potential therapeutic indications.

Emerging Clinical Applications for Cannabis and Cannabinoids: A Review of the Recent Scientific Literature Fourth Edition



1.3 WHAT ARE THE METHODS ON HOW TO USE MARIJUANA?

The DCP cannot and will not endorse any particular drug delivery technique. There are 3 recognized marijuana delivery systems and they are as follows:

A.) Inhaling the smoke of burned marijuana.

This is the most common drug delivery system. It is not the safest delivery system in light of the adverse effects that marijuana smoke has on lung tissue. This drug delivery system, however, results in a more rapid onset of action and also has a quicker recovery time from the psychoactive effects of the inhaled cannabinoids.

Smoking marijuana produces the most immediate effects and permits the most refined control of the dose of medical marijuana. Smoking any material is not good for the lungs, but the amount of marijuana a patient may require to smoke is so small that generally it is a minor concern. There is a higher concentration of cannabinoids in the flowering bud of the plant than in the leaves. There is greater efficacy in smoking the flowering bud and the amount of product a patient will need to consume will be far less than inhaling the smoke of low-yield leaves.

B.) Oral consumption.

Consuming marijuana orally in food products is clearly a safer delivery system of medical marijuana compared to inhaling the smoke of burned marijuana. It appears that the oral consumption of marijuana has a slower onset of action but it likely has a longer physiological effect.

Marijuana can be eaten. When consumed this way, it is usually baked in brownies or cookies, and sometimes made into a candy. It takes longer for a patient to feel the effects when eaten, and may take it may take longer for patients to learn how to control dosage. However, when one feels the effects, they may be stronger than those felt by smoking. A patient may also experience a sensation of body heaviness. This sensation is not harmful but may be alarming to first time medical marijuana users. A patient should schedule appropriate time to relax when medical marijuana is utilized.

Like other herbs, marijuana may be made into a tea. Boil the water first and pour it over the marijuana. Let it steep for longer than you would for common black tea; approximately an hour and a half. Add 1 teaspoon of butter. The effects are similar to eating it.

C.) Vaporization technique.

This is a relatively new drug delivery system that utilizes an electronic device that heats up the marijuana product to several hundred degrees Fahrenheit, but below the temperature of combustion. The cannabinoids in the marijuana are vaporized and can be inhaled through the lining of the lungs. This delivery system allows the absorption of the psychoactive compounds through the lining of the lung without exposure of the lungs to harmful smoke. While not yet a scientifically confirmed safer technique, theoretically it may be a better delivery system than the inhaling of the smoke of burned marijuana. This vaporization delivery technique has a reportedly rapid onset of action.

Cannabis vaporizers are designed to let users inhale active cannabinoids while avoiding harmful smoke toxins. They do so by heating cannabis to a temperature that is just below the point of combustion where smoke is produced. At this point, THC and other medically active cannabinoids are emitted with little or none of the carcinogenic tars and noxious gases found in smoke. Many medical marijuana patients who find smoked marijuana highly irritating report effective relief inhaling through vaporizers. Also, vaporizers are very efficient so they can save money in the long term.

D.) Compress.

Using medical marijuana as a topically applied liniment is the least practiced delivery system. There are anecdotal reports that the application of a poultice of medical marijuana to an area of pain may have an analgesic effect. A topical poultice may be made in the same fashion as making medical marijuana tea. The material can be soaked into a cloth and applied over a site of regional pain for ½ hour or longer.

E.) Concentrates.

For patients that require very high dosages of medicinal marijuana, there are oral concentrates referred to as tinctures. This product is delivered as an oral liquid and may have THC concentrations of 50% or more. Another concentrated form of medical marijuana is known as hashish. This is a concentrate consumed by smoking that also has extraordinarily high THC concentrations. It is recommended that hashish and tinctures are products that should be utilized in seriously ill individuals that have a poor therapeutic response to more common and conventional delivery systems.

F.) Marinol.

Marinol is a synthetic petrochemical analog of THC, one of the active elements found in marijuana. Some patients find that it helps relieve nausea yet takes a long time to work. This is an oral agent that is available by prescription only. This product was first introduced as an anti-emetic agent to control nausea and vomiting in cancer patients receiving chemotherapy. Marinol's utility as an anti-nausea drug is limited, and its prescription rate has diminished considerably over the last several years. More effective anti-nausea drugs in the setting of cancer management have been readily available for quite some time.

1.4 DO DIFFERENT STRAINS OF MARIJUANA HAVE DIFFERENT EFFECTS?

There are 2 major subspecies of marijuana that include **INDICA** and **SATIVA**. Within these 2 major marijuana subtypes, there are now over 200 strains and hybrids created by horticulture specialists. Although there are no hard or fast rules regarding the psychological or physiological effects of these 2 major types of marijuana, there are some general guidelines for medical marijuana patients to consider.

The efficacy of cannabis is directly related to strain selection, therefore we recommend care be taken in selecting appropriate strains to meet your needs. We are beginning to identify particular varieties that are effective for sleep, pain, appetite, and energy; as well as for specific conditions.

Cannabis potency varies with strains. In terms of medicinal dosage, the idea is to smoke as little as possible in order to reduce respiratory irritations from excessive inhalation of burnt plant matter. Patients are highly encouraged to use vaporizers, or ingest cannabis medicine to reduce any potential risks from smoking. Patients need less high potency cannabis to reach desired effects. Any patients who find they need increasingly larger doses to reach desired effects should reduce, or stop intake for a time, or change the variety of cannabis normally used. This helps patients return to a minimized effective dosage level.

Strain crosses, or hybrids, are the result of cross-pollination of various strains. The characteristics, and hence the effects, of one strain will usually be dominant. For example, indica-dominant crosses are good for pain relief, with the sativa component helping with energy, and activity levels. Sativa-dominant crosses are good for stimulating appetite, with the indica component helping to reduce body pain and increase relaxation.

A.) INDICA.

This broad category of marijuana is generally recognized to have a sedative effect and might have greater utility as a nighttime agent. The effects of the indica strains are predominately physiological although relief of certain emotional/physiological effects are well recognized. It has greater activity on the parasympathetic nervous system and may be beneficial in patients afflicted with severe pain, neuropathy, glaucoma, nausea and vomiting, neurological disorders, muscle spasms, insomnia, and anxiety associated with medical illnesses. Indica strains are recognized to have a relaxing and sedative effect.

Indica plants are normally shorter and stockier plants, reaching 3-4 feet in height with wide, deeply serrated leaves and compact and dense flower cluster if grown in doors.

B.) SATIVA.

This broad category of marijuana is generally recognized to have a greater stimulatory effect and might have a better therapeutic index as a daytime agent. Primarily, the effects of sativas are on the mind and emotions. In this regard, they tend to be more stimulating, uplifting, energizing, and creativity enhancing. It has a higher affinity for the sympathetic nervous system and may be beneficial in patients afflicted with fatigue, depressed affect, diminished attention span and excessive drowsiness associated with medical illnesses. These benefits can be particularly helpful for the psychological component of many illnesses.

Generally, the sativa plant is the taller and lankier variety, reaching heights of over 5-6 feet. It is characterized by narrow serrated leaves and loose spear-like flower clusters that can be extremely resinous.

Sativa	Indica
Reduces depression Relieves headaches and migraines Energizes and stimulates Reduces awareness of pain Increases focus and creativity Reduces nausea Stimulates appetite Supports immune system	Reduces pain Relaxes muscle spasms Stimulates appetite Reduces inflammation Aids sleep Relieves headaches and migraines Reduces intra-ocular pressure Anti-convulsant

AILMENT SPECIFIC STRAINS

Below is information about the purported effectiveness of various strains of marijuana for certain health effects.¹ In order to use marijuana as medicine in Connecticut, a qualifying patient must be diagnosed with a “debilitating” medical condition as defined in the Act.

Afghanica	Nausea, pain
Afghanie x Haze	PMS
AK-47	Pain, nausea, depression, insomnia, headache
Alien Train Wreck	Asthma
Apollo 13	Back pain
Auntie Em	Crohn's Disease, MS

¹ Michigan Medical Marijuana Association

Aurora B	Nausea, joint pain, arthritis
Berry-Bolt	Insomnia, joint pain
Big Bang	Used to sedate and relieve stress & anxiety amongst sufferers of severe anxiety, etc.
Big Kahuna	Herniated disc pain, arthritis
Black on Blue Widow	HIV, back pain
Black Vietnamese	Nausea, muscle spasms, pain
Blue Fruit	Crohn's Disease, muscle spasms
Blue Moonshine	Anxiety, depression, insomnia
Blue Satellite x Jack Herer	Depression, nausea
Blue Satellite	Pain, nausea, insomnia, anxiety, muscle tension
Blueberry	Nausea, insomnia, pain
Bog Sour Bubble	Pain, anxiety
Bonzo Bud	Body pain, migraine
Budacolumbia	Nausea
Burmaberry	Migraine, depression
Burmese kush	Anxiety, depression
C99 x Great White Shark	Anxiety
Cali-O	Nausea
Catalyst	PMS
Cinderella 99	Nausea
CIT	Pain, nausea, insomnia
Citral	Insomnia
Cripple Creek	Ankylosing Spondylitis, Hepatitis C, Degenerative Disc Disease, IBS, Interstitial Cystitis, Chronic Rotator Cuff Disease
Deep Chunk	Joint pain, insomnia
Dynamite	Asthma, Crohn's Disease, Hepatitis C
NYC Sour Diesel	Edema, epilepsy, fibromyalgia, radiculopathy
El Nino	Nausea, insomnia
Fieldale Haze	Anxiety, back pain
Fig Widow	Back pain, psychosis
Firecracker	Anxiety, depression, nausea
G13 x HP	Nausea, joint pain, insomnia
G-13	Depression, pain, ADD, ADHD
Grapefruit	Arthritis, Hepatitis C, pain, nausea
Green Queen	Epilepsy, neck/spine pain
Green Spirit x Timewarp x Herijuana	RLS, insomnia, migraine, joint pain
Green Spirit	Nausea, headache, body pain
Herijuana x Trainwreck	Diabetic neuropathy, joint pain, insomnia, MS
Herijuana	Pain, nausea, insomnia
Ice Princess x Bubblegum	Migraine
Jack Herer	Anxiety, fibromyalgia
Juicy Fruit	Insomnia, joint pain, anxiety
Kali Mist	Nausea, depression
Kal-X	Body pain
Killer Queen	Depression, back pain

Krinkle x Kush x Freezeland	MS muscle spasms
Leda Uno	Insomnia
Legends Ultimate Indica x Herijuana	Muscle spasms, pain
Legends Ultimate Indica	Insomnia, IBS
Lemon Chemo	Insomnia, back pain, migraine
Lemon Haze	RLS, chronic fatigue
Lifesaver	Nausea, headache, pain, insomnia
Lollipop	Cachexia, degenerative bone/disc disease, edema, general pain, general seizures, glaucoma, migraine, MS, nausea, Post-Traumatic Stress Disorder
Lowryder	Nausea, pain, headache
LSD	Nausea, anxiety, depression, headache
M-39	Depression
Magic Crystal	Migraine, PMS, depression, SADS, mania, nausea
Mango x Northern Lights # 5	Pain, nausea, insomnia, anxiety
Mango	Back pain, nausea
Masterkush	Nausea
Medicine Woman	Diabetic neuropathy, general pain, general seizures, glaucoma, Hepatitis C, muscle spasms, nausea, radiculopathy
Misty	Hepatitis C, back pain, insomnia, nausea
Motarebel Oguana Kush	Nerve Pain, muscle spasms, back pain, headache, insomnia
Mountainberry	Insomnia, migraine, pain
Northern Lights # 1	Arthritis
Northern Lights # 2	Nausea, insomnia
Northern Lights x Jamaican	Arthritis
Northern Lights x Cinderella 99	Depression
Northern Lights x Shiva	Body pain, back pain, toothache
Northern Lights	Anxiety, radiculopathy, insomnia
Northernberry	Pain
Oregon 90	Insomnia, joint pain, RLS, pain, nausea
Original Mystic	Epilepsy
OG kush purple	Pain, anxiety
Phaght Betty	Cachexia, degenerative bone/disc disease, Post-Traumatic Stress Disorder
Queen Bee	Neck/spine pain
Sensi Star	Migraine
Shiskaberry x Dutch Treat	Migraine, anxiety, insomnia, nausea
Shiskaberry x Hash Plant	Anxiety, nausea
Skunk # 1	Nausea
Snow White	PMS
Sour cream	Insomnia, joint pain, nausea

Stardust 13	Pain, nausea, insomnia
Strawberry Cough	Back pain, depression
Super Impact x AK-47	Pain, insomnia
Super Impact	Nausea, insomnia, muscle pain, depression, anxiety, SADS, mania
Super Silver Haze	Nausea, depression
Super Thai	Depression
Sweet Blu	Degenerative bone/disc disease, diabetic neuropathy, edema, fibromyalgia, muscle spasms, nausea, neck/spine pain
Sweet Tooth # 3	Depression
Trainwreck x Herijuana	Nausea
Trainwreck	Anxiety, arthritis, diabetic neuropathy, depression
TW x LUI	Arthritis, nausea
TX	Arthritis, asthma, general pain, general seizures, glaucoma, MS
Ultra Green	Insomnia
Wakeford	Anxiety, nausea, insomnia
White Rhino - aka Medicine Man	Body pain, back pain, joint pain, insomnia
White Russian	Pain, nausea
White Widow x Big Bud	Depression
White Widow	Cachexia, Hepatitis C, Post-Traumatic Stress Disorder

1.5 WHERE CAN I USE MY MEDICAL MARIJUANA?

It is prohibited for marijuana to be used in ANY public area or in or around a medical marijuana dispensary. As this product can have a sedative effect, it should not be used with alcohol. It should not be used with other medications unless this is discussed with the patient's own personal physician. This product should never be used when operating an automobile or other machinery as this could clearly put the life or health of the patient or the life or health of others in jeopardy. It must only be used in the safe confines of the patient's own home or the home of their caregiver. This is a product that is strictly regulated by the State of Connecticut and the DCP. It cannot be shared with any other individuals. Any violation of these above rules/regulations will result in the reporting of these infractions to the appropriate state regulatory agencies and/or local law enforcement establishments.

1.6 ALTERNATIVE TREATMENT OPTIONS FOR DEBILITATING MEDICAL CONDITIONS.

The patient should understand that the Food and Drug Administration and the United States federal government does not recognize any medicinal benefits for marijuana and the Federal government still considers the use of medical marijuana a federal crime. The drug is a Schedule One product that cannot be prescribed in the United States. In the state of Connecticut, the use of marijuana for medicinal purposes is a tightly controlled and regulated setting. The patient must always remember that the state law does not supersede federal law. In light of the above-mentioned political climate the patient should recognize that the use of marijuana for medicinal purposes should be an adjunct to conventional medical treatment. Medicinal marijuana should not supersede conventional medical therapy. A patient should fully discuss the pros and cons of medical marijuana with his or her physician and to exhaust conventional legal treatment plans including prescription medications, physical therapy, psychological counseling, biofeedback and other legal recommended therapeutic interventions before a recommendation for marijuana is issued. A patient should discuss marijuana/ prescription drug interactions with his or her physician to confirm the safety of the use of marijuana in conjunction with other medications.

Response to Request for Application, C.3, C.6, C.8

1.0 SECURITY – OVERVIEW

This is the written Security Plan for the Dispensary.

The Dispensary understands that security is of paramount importance. We are keenly aware of the added security challenges that a business of this nature faces, and we have taken extensive measures to have professionally-vetted policies, procedures, and systems in place to provide comprehensive protection, not only for our physical plant and inventory, but also for our employees and patients.

NCNH will name a dispensary agent in charge of security (“Security Agent”) who will have an understanding of all of the various security concerns that NCNH anticipates.

The Security Agent will have oversight responsibility for the implementation of the Security Plan. As the person responsible for implementation, he also will serve as a liaison with the executive staff and board of the Dispensary. In addition, he will be responsible for reviewing and updating the plan on a regular basis (at intervals not to exceed one year) to ensure NCNH’s continued compliance with State of Connecticut regulations.

With the leadership of our Security Agent, we have developed a state-of the-art plan that takes advantage of the security industry’s best practices and most up-to-date technology, ensuring that our Dispensary operates at the highest level of security preparedness.

Once NCNH’s application is approved, NCNH will reach out to local law enforcement officials to enlist their input and cooperation in developing and implementing our security procedures, in concert with our Board Advisory Committee law enforcement liaison. Our Security Plan aims to meet or exceed current standards for policing and securing this type of facility.

Our Security Plan is divided into two components: (1) *Dispensary Facility Security* and (2) *Operations Security*. The preventive measures adopted in each of these components will minimize our security exposure, thereby protecting the public, our patients, and our staff. NCNH is confident that should there be any breach of security, our comprehensive response capabilities will ensure the incident is quickly detected, contained, and resolved appropriately.

The Dispensary will specifically adhere to Sec. 21a-408-51 of the State of Connecticut’s regulations. Specifically, NCNH agrees to:

- (1) Not maintain marijuana in excess of the quantity required for normal, efficient operation;
- (2) Store all marijuana in an approved safe or approved vault and in such a manner as to prevent diversion, theft or loss;
- (3) Maintain all marijuana in a secure area or location accessible only to specifically authorized employees, which shall include only the minimum number of employees essential for efficient operation;
- (4) Keep all approved safes and approved vaults securely locked and protected from entry, except for the actual time required to remove or replace marijuana;

- (5) Keep all locks and security equipment in good working order;
- (6) Not allow keys to be left in the locks and not store or place keys in a location accessible to persons other than specifically authorized employees;
- (7) Not allow other security measures, such as combination numbers, passwords or electronic or biometric security systems, to be accessible to persons other than specifically authorized employees;
- (8) Keep the dispensary department securely locked and protected from entry by unauthorized employees; and
- (9) Post a sign at all entryways into any area of the dispensary facility containing marijuana, including a room with an approved safe or approved vault, which sign shall be a minimum of twelve inches in height and twelve inches in width which shall state: "Do Not Enter - Limited Access Area – Access Limited to Authorized Employees Only" in lettering no smaller than one-half inch in height.

1.1 DISPENSARY FACILITY SECURITY

The security at NCNH is designed to reduce the likelihood of security breaches and trigger an immediate response in the event of a breach. In addition, it is designed to control access to the dispensary area, limiting it to authorized and properly identified personnel and qualified patients.

NCNH's Security Plan will specifically adhere to 21a-408-62 of the State of Connecticut's regulations. Specifically, NCNH agrees to implement all of the following:

- (a) Having an adequate security system to prevent and detect diversion, theft or loss of marijuana utilizing commercial grade equipment, which shall, at a minimum, include:
 - (1) A perimeter alarm;
 - (2) A motion detector;
 - (3) Video cameras in all areas that may contain marijuana and at all points of entry and exit, which shall be appropriate for the normal lighting conditions of the area under surveillance. Our facility shall direct cameras at all approved safes, approved vaults, dispensing areas, marijuana sales areas and any other area where marijuana is being handled. At entry and exit points, our facility shall angle cameras so as to allow for the capture of clear and certain identification of any person entering or exiting the facility;
 - (4) Twenty-four hour recordings from all video cameras, which our facility shall make available for immediate viewing by the commissioner or the commissioner's authorized representative upon request and shall retain for at least thirty days. If our facility is aware of a pending criminal, civil or administrative investigation or legal proceeding for which a recording may contain relevant information, we shall retain an unaltered copy of the recording until the investigation or proceeding is closed or

the entity conducting the investigation or proceeding notifies our facility manager that it is not necessary to retain the recording;

(5) A duress alarm, or a silent security alarm system signal generated by the entry of a designated code into an arming station in order to signal that the alarm user is being forced to turn off the system;

(6) A panic alarm, or an audible security alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring a law enforcement response;

(7) A holdup alarm, or a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress;

(8) Automatic voice dialer or any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio or other communication system, to a law enforcement, public safety or emergency services agency requesting dispatch;

(9) A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to the dispensary facility within five minutes of the failure, either by telephone, email, or text message;

(10) The ability to immediately produce a clear color still photo that is a minimum of 9600 dpi from any camera image (live or recorded);

(11) A date and time stamp embedded on all recordings. The date and time shall be synchronized and set correctly and shall not significantly obscure the picture; and

(12) The ability to remain operational during a power outage.

(b) Maintaining of all security system equipment and recordings in a secure location so as to prevent theft, loss, destruction or alterations.

(c) Limiting access to surveillance areas to persons that are essential to surveillance operations, law enforcement agencies, security system service employees, the commissioner or the commissioner's authorized representative, and others when approved by the commissioner. The dispensary facility shall make available a current list of authorized employees and service employees that have access to the surveillance room to the commissioner or the commissioner's authorized representative upon request. The dispensary facility shall keep all on-site surveillance rooms locked and shall not use such rooms for any other function.

(d) Keeping the outside perimeter of the dispensary facility premises well-lit.

(e) All video recording shall allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that can be played on a standard

computer operating system. We shall erase all recordings prior to disposal or sale of the facility.

(f) Keeping all security equipment in good-working order and shall test such equipment no less than two times per year.

A. Physical Building

1. Location and Building Specifications

NCNH will be located at 130 Amity Road, Unit 330, Amity Plaza, New Haven, CT 06515.

The Dispensary has a front entrance that will have a metal accordion gate fence to deter unauthorized access.

The internal configuration of the Dispensary includes the following:

- Areas where marijuana will be kept or handled have no external doors or windows and can be accessed only from within the facility.
- Walls separating the reception area and dispensary are 4" steel studded sheetrock walls with a solid-core wood door.
- The waiting room reception window will be equipped with 1" thick bulletproof Plexiglas.
- All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

This configuration yields optimal conditions for surveillance. These design elements will not only make unauthorized access difficult and extremely unlikely, they will also discourage any theft attempts.

2. Lighting

Security lighting is one of the most practical and effective ways to prevent crime in or around commercial facilities, as statistics show that criminal acts are less likely to occur in well-lit areas.

The main objectives of our security lighting system is to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward-directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

The Dispensary will add external security lighting to its facility as needed and approved by landlord, including high spot lights. All walkways will be well illuminated to maximize visibility. In addition to constant lighting, additional lighting will be operated automatically by a photo-sensor, ensuring that lighting is optimal for video capture at all times.

3. Perimeter Security

We will use electronic surveillance to secure the perimeter of the Dispensary to prevent unauthorized intrusion. Specifically, we will employ round-the-clock manned or alarmed camera surveillance and electronic intrusion detection.

Electronic motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

4. Access Conditions for Staff and Non-Staff Business Associates

At the Dispensary location, all staff and business associates will park in the common parking lot in front of the building. The dispensary staff will use the front entrance to access the facility. All staff will need keycards and electronic pass-codes to access restricted areas within the facility. Dispensary staff includes anyone defined by the Department as a principal officer, board member, employee, or volunteer.

To access restricted areas of the Dispensary, non-staff business associates must be admitted and accompanied by an appropriate staff member at all times.

All persons working for, or doing business with the Dispensary will need a Company-issued permanent identification card or temporary identification tag to enter any restricted area within the facility. Staff will receive these upon employment.

Once the reason for their visit is confirmed, vendors and contractors will receive temporary identification tags at the reception window before being allowed to enter the dispensary rooms under staff escort.

NCNH will require that ID cards and tags be visibly worn by all staff and non-staff at all times within the facility.

5. Patient and Designated Caregiver Access

The Dispensary property has ample common parking spaces (including ADA-compliant spaces). These spaces will easily accommodate patient/caregiver traffic.

Patients will enter the Dispensary through the facility's front entrance. Entrance into areas where medical marijuana is kept will be authorized by trained personnel, only after a patient's identity has been verified. Personnel will buzz patients, one at a time, through air-lock doors into a small, secure area located between the reception area and the dispensary room. This safety area is sometimes referred to by law enforcement as a "Sally Port." Once in this holding area, Dispensary personnel in the dispensary room will be able to see those in the "Sally Port" and can control the second "buzzer door" to allow them into the dispensary room. This "Sally Port" system is commonly used in law enforcement detention facilities to effectively control individuals entering and exiting facilities.

The entry door to the dispensary room will be operated on a "double buzzer" system, controlled by the person assigned to the control area. Personnel in the control area will monitor the waiting room and will only allow patients to enter the dispensary room after proper screening and once personnel in the dispensary room are ready. At that point, patients will be escorted to the dispensary room area where their medicinal options can be viewed and evaluated. **Only one patient at a time will be allowed in the dispensary room.** Signs warning of the consequences to any unlawful behavior will act as deterrents. No weapons will be allowed in the facility and signs to that effect will be posted in highly visible areas.

Qualified patients and designated caregivers must have a valid Registration Certificate issued by

the State of Connecticut, as well as another form of State-issued photo identification to prove that they are the individual identified on the Registration Certificate. Patients and caregivers must provide this documentation at the reception window before being admitted to the dispensary room, and must again provide valid identification before making their purchase.

In the dispensary room, qualified patients and authorized caregivers can discuss available medical marijuana products with our pharmacist. The Dispensary will utilize the Medicine Dispensing System (the “Medbox”), a patented dispensing system and software program that utilizes pre-paid member contribution cards that are debited once a qualifying patient receives medicine from the machine. The Medbox will be located behind the pharmacy counter in this limited access area, directly accessible only by the pharmacist.

Medical marijuana or marijuana-infused food products will be dispensed from the Medbox. The qualifying patient registers with the Dispensary and obtains a member card that contains the patient’s information and, at the patient’s option, their unique biometric fingerprint. This information is stored in a software program in the Medbox. Before receiving any medical marijuana, the qualifying patient must place their member contribution card in a verification module located on the pharmacy counter and, at the patient’s option, provide their fingerprint to ensure that the individual is the actual qualifying patient or designated caregiver. Should the patient or caregiver elect not to provide a fingerprint, their identification will be manually verified by the on-site Pharmacist or another authorized Dispensary staff member. The patient’s information (including their identity, registry identification number, doctor referral, and amount of marijuana purchased in a selected period) must be verified before the Medbox machine will dispense product to the Dispensary pharmacist to then be given to the patient.

The product is secure in the Medbox and can be dispensed only in designated quantities to qualifying patients who are registered with the Dispensary and whose identity is properly verified. This ensures that only qualifying patients, with valid and up-to-date authorization from a licensed physician, can receive medical marijuana. Each transaction will be monitored by a camera system inside the Medbox, as well as by a surveillance camera located above and around the dispensing area. The entire transaction can be observed in real time and will be recorded in the Dispensary’s security system.

6. Non-Patient Public Access

Persons other than management, employees, volunteers, vendors, contractors, and patients and their caregivers may from time-to-time have legitimate reasons to visit our facility. These include:

- Law enforcement personnel;
- Political officials and government administrators;
- Medical, health, and social service professionals; and
- Media personnel.

Besides dispensary personnel, no one other than law enforcement may enter the restricted areas of our facility unless their visit has been approved by management, they have been issued and are wearing a temporary facility identification tag authorizing their entry into restricted areas, and they are accompanied at all times by a staff member who has been specifically authorized to bring

them into access-restricted areas.

7. Internal Access-Point Control

Movement within the facility will be tightly controlled. All main access doors and dispensary doors will require keycards and electronic pass-codes. In addition, patients will need to be buzzed into the dispensary room from the reception area, as described above.

B. Electronic Security System

NCNH will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

1. Video Surveillance

The Dispensary will employ state-of-the art external and internal cameras sufficient to allow facial identification of anyone in or near the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our CCTV camera system includes a digital recorder.

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the waiting room, reception office, safe room, and the dispensary room. This covers all areas where marijuana is present or handled, including all point-of-sale locations, and all means of access to such areas. Video surveillance will cover external and internal areas 24 hours a day, seven days a week.

Electrical backup will be provided by an Uninterrupted Power Supply unit sufficient to supply a minimum of five minutes of backup power to our cameras and computers. We have both on- and off-site storage capacity of 2TB, enabling us to store at least 60 days of video surveillance recording. A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

2. Third-Party Monitoring

Our security provider will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times, and will report and document any suspicious activity. Our internal security personnel will work with our third-party monitoring service to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers will include:

- Motion-sensor surveillance cameras
- Motion-sensor laser beams
- Unauthorized electronic access
- Security and fire alarms

3. Intrusion and Motion Detection

Our alarm system will have motion detectors covering entryways and other important areas of the facility.

4. Panic Buttons and Internal Communications

Panic buttons will be installed at the reception desk and dispensary counter (a total of two panic buttons, possibly three).

There will be three incoming phone lines and three active telephone handsets with intercom capability located at the reception desk, in the dispensary room, and in the administrative office. Phones will be VOIP via broadband ISP.

5. Fire Security

The Dispensary will comply with all local fire code requirements. In addition, all rooms will be equipped with smoke detectors. ABC rated fire extinguishers are present in the dispensing area of the facility.

6. Maintenance and Testing

All security-related systems will be routinely inspected to insure that they are functioning properly. This includes:

- Video surveillance equipment
- Third-party monitoring equipment and connections
- Alarm systems
- Sensors
- Electrical connections
- Motion detectors
- Smoke detectors
- Panic buttons
- Phone connections
- Information storage and backup systems
- Electrical backup systems

The Security Agent will be responsible for ensuring that such inspections take place at reasonable intervals. NCNH will promptly implement all necessary repairs to ensure continuous and proper functioning of the security system. Inspection results and maintenance records will be securely kept for review by the appropriate State of Connecticut oversight authorities.

C. Policies and Procedures for Facility Security

1. Incident Management and Emergency Response

The Dispensary understands that smooth operations require well-laid contingency plans and a well-trained staff for their proper execution. Under the leadership of our Security Agent and with input from appropriate State and local agencies and enforcement authorities, NCNH will develop a comprehensive Emergency Response Plan.

The Emergency Response Plan will include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. This will prevent non-security related emergencies from becoming aggravated security emergencies as well. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the facility.

We will also develop a comprehensive set of guidelines for dealing with security threats. All staff will learn and be drilled in these procedures to ensure they are adequately prepared for emergencies. Preparedness means all staff members:

- know how to assess emerging situations to determine the type and level of threat they may pose;
- know how to respond to different kinds of security threats;
- know which types of situations warrant the activation of panic buttons; and
- know how to proceed when a security alarm goes off or a panic button has been activated.

If a security breach is found to constitute an actual emergency, authorities will be notified as required. The Dispensary will then follow the emergency response procedures it establishes with local law enforcement authorities for quickly and efficiently bringing the situation under control.

Procedures will be revised and updated as necessary. They will be reviewed at least once every twelve months. Furthermore, NCNH will invite local law enforcement to provide input on up-to-date security threat analyses and contingency planning.

2. Outside Partnerships: Liaising with Community and Local Law Enforcement

Local law enforcement and neighbors in close proximity to NCNH will have the names of one or more contact persons on our staff whom they can notify, day or night, in the event there is a problem impacting them or potentially impacting NCNH.

We will periodically reach out to neighbors to ensure that there are no unreported problems of this sort.

The Dispensary also will reach out to local law enforcement to develop a professional working relationship and a coherent contingency plan for incidents that require law enforcement involvement at our facility. Local law enforcement officials will be invited on-site to discuss and evaluate potential security risks, vulnerabilities, and to assist in the development or enhancement of our current security program.

3. Suspicious Activity and Loitering

Staff will be trained to identify and respond appropriately to all levels of suspicious activity. Loitering will not be tolerated. Patients will be advised orally at their first visit of NCNH's no loitering policy, and will be given a patient handbook where they are shown NCNH's no loitering policy in writing. Noncompliance will first result in a warning, then in a suspension of purchasing privileges at our facility. Loitering by non-patients will first result in a warning from our staff or security guard, and then in notification of local law enforcement.

1.2 OPERATIONS SECURITY

Ensuring that NCNH's routine operations follow secure protocols is as important as physically securing the facility and having emergency response procedures in place. Consistent, proactive operational security policies and procedures greatly reduce the likelihood that emergencies will arise.

A. Workforce Security

1. Staffing Structure and Current Employee Roster

We expect to employ at least 3 people at the dispensary, including but not limited to a receptionist, an on-site licensed Pharmacist, and security personnel.

2. Background Checks

NCNH will perform background checks on all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or who will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background check will be conducted by a third-party.

NCNH will not employ anyone who has been convicted of a felony as defined by the State of Connecticut. Moreover, NCNH will not engage any contractors or vendors who would otherwise have extended access to restricted areas if they have been convicted of a felony as defined by the State of Connecticut.

3. Training and Drills

Security and emergency response training is only part of the comprehensive training required for all employees. Training will also cover:

- Medical marijuana laws and regulations;
- Patient privacy, confidentiality, and secure electronic record keeping;
- Procedures for patient reception and registration;
- Procedures for product sales; and
- Personal safety, fire safety, and crime prevention.

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed with the Dispensary. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic drills, all employees will receive official Company reference material, written in plain English and presented in an easy-to-use outline format, explaining all of NCNH's operational, safety, and security policies and protocols.

In developing our official safety and security policies, NCNH will consult with local law enforcement. We will also work with local police to develop effective ongoing employee training seminars and practices. NCNH will specifically seek the involvement of local law enforcement when developing its policies and training procedures on crime prevention and security threat response.

4. Personnel Records

NCNH will maintain personnel records for each employee, agent, or volunteer that includes:

- Application;
- Documentation of all required training;
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters; and
- Record of any disciplinary action taken against the employee at any time during employment.

These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with NCNH.

5. Limited Cash Operation

Each cash payment will be directly deposited into a drop slot safe below the dispensary desk, thus limiting the amount of cash circulating at the Dispensary. The money will be removed from the safe and counted on a daily basis in the locked administrative office. Access to the administrative office will be limited to employees during all safe transfers. Two employees are required to be present during this time. The cash will be transferred every day to the appropriate bank in a locked container. Access to the container will require both an electronic keypad password and a pass-code.

B. Inventory Security

1. Sale

NCNH's inventory tracking and control system associates every product sold with a single transaction, a single patient or caregiver, and a single Dispensary employee.

All sales take place under camera surveillance that captures inventory movement as well as the faces and identifying features of the patient or designated caregiver making the purchase and the dispensary agent making the sale.

2. Storage

All medical marijuana will be stored in high-security fire-proof approved safes. Inventory will be removed from the storage safes only for the purpose of immediate transport or immediate sale. NCNH's fireproof safes will be waterproof against fire hoses and sprinklers and will have all steel construction, inside and outside. NCNH's storage safes will represent top quality for safety and fire protection.

Response to Request for Application, C.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.

NCNH is a fully accessible facility pursuant to the Americans with Disabilities Act. There are several handicapped parking spaces in close proximity to the facility, as well as various wheelchair ramps and curb ramps throughout the shopping mall in which NCNH is located. NCNH's entrance and internal doors will be wheelchair accessible, and NCNH will have accommodations available to make countertops wheelchair accessible as well. There are no stairs in NCNH's facility.

Response to Request for Application, C.5

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

A HEPA filtration system will be installed throughout the Dispensary to limit off-site odors from the medicinal marijuana products.

Response to Request for Application, C.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.

NCNH shall strictly adhere to Sec 21a-408-60 regarding how producers transport marijuana to our facility.

Response to Request for Application, C.7, F.5

NCNH takes the training and continuing education of its employees seriously. Attached below is the Employee Education Manual, which will be given to all NCNH employees upon the start of their employment. Employees will also be provided with a Code of Conduct manual, attached separately to NCNH's application.

1.0 EMPLOYEE EDUCATION

The attached manual will outline the body of information that will be conveyed to the employees of the medical marijuana dispensary. The manual will be given to the employees to inform them of the pros and cons, risk and benefits, and signs and symptoms of adverse reactions to marijuana and of potential patient abuse of marijuana.

1.1 SIGNS AND SYMPTOMS OF PATIENT IMPAIRMENT:

These are the following warning signs that staff members should be aware of. If present, these warning signs should result in the restriction of the sale of medical marijuana. In extreme circumstances, these warning signs may also warrant staff members to notify local law enforcement officers and state regulatory agencies, especially if it appears the patient is impaired in a public setting and may be a danger to himself or to others:

1. Combative or belligerent behavior.
2. Excessive drowsiness or lethargy.
3. Slurred speech and diminished coordination.
4. Exhibition of heightened vigilance, which may suggest paranoid ideation.
5. Irregular or jerky physical movements which would strongly suggest a patient is under the influence of amphetamines or other stimulants.
6. Obvious odor of alcohol or an odor of marijuana on the patient's breath which would suggest that the patient arrived to the dispensary in an impaired state.

Although there are medical conditions that can clearly mimic an inebriated state, the staff should nonetheless be aware of the above-mentioned problems and be ready to discuss these concerns with the patient and the patient's physician should also be contacted regarding these matters. It is the policy of the dispensary to refuse an attempt to fill a medical marijuana recommendation if it is apparent that the patient is intoxicated with alcohol, marijuana, or any drug that is either legal or illicit.

1.2 RECOGNIZING MARIJUANA INDUCED PSYCHOTIC BEHAVIOR:

Prominent psychotic symptoms (hallucinations) or delusional thought processes determined to be caused by marijuana is a primary feature of MARIJUANA INDUCED PSYCHOTIC DISORDER.

Cannabinoid compounds may induce psychotic symptoms during acute intoxication and also during withdrawal from marijuana exposure.

Definitions:

MARIJUANA INDUCED PSYCHOTIC DISORDERS are based on whether the prominent features are delusions or hallucinations. Delusions are defined as fixed false belief systems. Hallucinations are defined as sensory perceptions from external stimuli that simply do not exist. Examples include seeing or hearing things that are not present. Usually the MARIJUANA INDUCED PSYCHOTIC DISORDERS begin when

the substance is first utilized. The symptoms generally resolve after the effects of marijuana subside. MARIJUANA INDUCED PSYCHOTIC DISORDERS may begin when the drug is withdrawn. Occasionally symptoms may manifest for many weeks after the last use of marijuana. The diagnosis of MARIJUANA INDUCED PSYCHOTIC DISORDERS can only be made by a qualified healthcare professional. However, employees of a medical marijuana dispensary should be suspicious of this malady if a patient complains of prominent hallucinations or delusions, especially if these symptoms persist one month after the last use marijuana. If an employee of the dispensary site suspects that a patient is experiencing marijuana induced psychotic symptoms then the time of symptom onset should be noted and the temporal relationship as to when marijuana was last utilized should also be noted. The patient's physician should be informed immediately if it is suspected that a patient is experiencing marijuana induced psychotic events.

1.3 HOW TO IDENTIFY A PATIENT WHO IS ABUSING MARIJUANA:

In the strictest sense, the Federal Drug Enforcement agency would consider any use of marijuana under any circumstance an "abuse". Marijuana is a Schedule One substance that the United States government does not recognize as having any confirmed medicinal benefits. The purpose of the following educational section is to serve as a guideline to assist a medical marijuana dispensary employee to recognize a patient who may be abusing marijuana. Employees of the dispensary should be suspicious that marijuana is being abused in the following circumstances:

- Concurrent abuse of alcohol or illicit drugs.
- Evidence of deterioration in the ability to function at work or school.
- Emotional isolation from family members that appear to be related to the use of marijuana and not as a consequence to an underlying disease process.
- A dose escalation above a physician recommendation.
- Obtaining marijuana from non-registered sources.
- An attempt to acquire marijuana through a forged recommendation.
- Patient insistence to use medical marijuana despite clear evidence of patient reported adverse physical or psychological effects.
- Repeatedly seeking quantities of marijuana that supersede the legal state limit.
- Any evidence that a patient has diverted marijuana to other individuals.
- Any evidence that a patient steals or borrows marijuana from others.
- Aggressive patient behavior.
- Any evidence presented to a dispensary employee that a patient maybe hoarding marijuana.
- Any attempt of a patient to use marijuana at the dispensary site or anywhere in public.

If a dispensary employee is suspicious that a patient is abusing marijuana, then sale of the product should be refused. The patient's physician should be immediately notified and if there is evidence of diversion of marijuana to non-authorized individuals, law enforcement officials should be immediately notified.

1.4 SUBSTANCE ABUSE GRAPH AND TABLE: Below is a Substance Abuse Graph showing a relative comparison of the perceived harmful effects of various psychoactive drugs including marijuana. This graph was created from a poll taken among medical psychiatrists that specialized in management of substance abuse. The graph suggest that medical experts believe that on a scale of 1-3 that cannabis has a relative risk factor of dependence of 1.5 and a relative risk factor of physical harm of 1.0. This is in comparison to the illegal opioid, heroin. This product has a relative risk of dependence score of 3 and risk of physical harm also at 3. Similar information is provided on the Substance Abuse Table, also included on the next page of this business plan. The Substance Abuse Table indicates the relative ranking of various psychoactive substances, both legal and illicit. The categories evaluated included a drug's ability to induce sensations of pleasure, psychological dependence, and physiological dependence. The psychoactive agents in this survey included the most common agents of use and abuse including heroin, cocaine, alcohol, tobacco, barbiturates, benzodiazepines, amphetamines, cannabis

(marijuana), LSD, and ecstasy. Of interest, it appears that marijuana is ranked in the lower tier of dangerous substances. Surprisingly, many experts in the field of psychiatry who are actively involved in the management of alcohol and substance abuse believe cannabis has a lower potential risk of dependence than either alcohol or tobacco.

Drug	Mean	Pleasure	Psychological Dependence	Physical Dependence
Heroin	3.00	3.0	3.0	3.0
Cocaine	2.37	3.0	2.8	1.3
Alcohol	1.93	2.3	1.9	1.6
Tobacco	2.23	2.3	2.6	1.8
Barbiturates	2.01	2.0	2.2	1.8
Benzodiazepines	1.83	1.7	2.1	1.8
Amphetamine	1.67	2.0	1.9	1.1
Cannabis	1.47	1.9	1.7	0.8
LSD	1.23	2.2	1.1	0.3
Ecstasy	1.13	1.5	1.2	0.7

1.5 SUBSTANCE ABUSE PREVENTION

The dispensary recognizes the need to provide a safe environment that helps patients avoid substance abuse and misuse. Personal responsibility is critical to participating in our programs.

In 2009, approximately 28.5 million Americans age 12 and older had abused marijuana at least once in the year prior to being surveyed. Source: National Survey on Drug Use and Health (Substance Abuse and Mental Health Administration Web Site). By the time they graduate from high school, about 42 percent of teens will have tried marijuana, according to the NIDA.

According to the federal government, long-term marijuana use can lead to psychological addiction. It estimates that 9 percent of people who use marijuana will become dependent on it. The number goes up to about 1 in 6 in those who start using young (in their teens) and to 25-50 percent among daily users. We offer workshops, clinics, and materials about the potential medical marijuana abuse will be integrated in all patient visits, materials, and outreach. Our staff also is trained to recognize possible signs of drug abuse.

1.6 RECOGNIZING ADVERSE PHYSIOLOGICAL EFFECTS OF MARIJUANA:

Serious adverse physiological events are rare from the use of medical marijuana. However, like any

substance, medical marijuana might cause an allergic reaction or some other unexpected idiosyncratic medical problem. The employees of a medical marijuana dispensary might not have formal medical training but they should be aware of potential problems that may arise. The following symptoms would warrant the discontinuation of medical marijuana and the notification of the patient's physician that an adverse event may have occurred as a consequence to marijuana use:

- Fevers, chills, or weight loss not attributable to an underlying disease process.
- Chest pain, a pounding sensation in the chest, or an irregular heartbeat experienced during or after the use of medical marijuana.
- Cough, wheezing, sputum production or shortness of breath experienced after marijuana use.
- Development of hives or other rashes.
- Headaches or any change in hearing, vision, taste or smell.
- Nausea, vomiting, abdominal pain, or change in bowel habits
- Any appearance of non-healing sores in the mouth, tongue or throat.
- Any problems with continence of urine or any burning sensation upon urination.
- Any new muscle, bone, or joint problems.

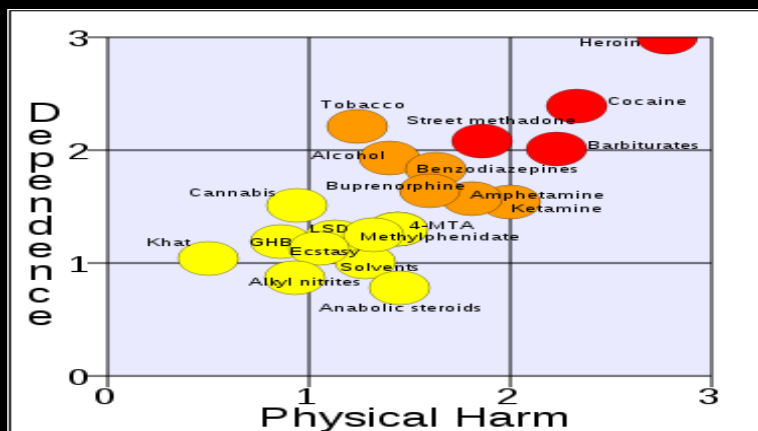
2.0 PATIENT AND CAREGIVER AT-HOME RESPONSIBILITIES

The following sections will outline the body of information that will convey the responsibilities of the medical marijuana patient and his or her caregivers.

2.1 PATIENT AND CAREGIVER SYMPTOM ASSESSMENT:

When a new patient or caregiver comes to the dispensary to receive medical marijuana treatment, an information package that has been prepared will be distributed at that time. The information package includes the following items:

1. A patient symptom logbook. A logbook will allow patients to record his or her symptoms before and after the use of marijuana for medicinal purposes. This will help the patient's physician and also the dispensary employees to assess whether or not the medicinal marijuana is having any therapeutic benefit for the symptoms in question.
2. Each patient or caregiver will receive in their information packet three simple check lists and



visual assessment sheets to evaluate the following quality of life parameters:

1. Perceived effect of medical marijuana on the underlying disease process
2. Pain score assessment
3. Activity of daily living assessment

The patient or caregiver will be asked to report to the patient's prescribing physician and also to the employees of the dispensary site the perceived score evaluation the three outlined parameters at least on a monthly basis if the patient is receiving medical marijuana at regular scheduled intervals. These assessment tools will assist the dispensary in understanding whether or not there is a perceived therapeutic benefit from the strain or hybrid selection utilized by the patient in question.

2.2 GUIDELINES FOR REPORTING MEDICAL MARIJUANA USE AND ITS EFFECT ON PATIENT SYMPTOMS:

The log book which will be given to the patient or care giver in the information packet will not only allow patients to record time of marijuana use and its effects on clinical symptoms, but it will also allow the patient to record the strain or hybrid that the patient utilized. The patient or caregiver will be requested to update the patient's physician and also the dispensary site with this information on follow-up visitations.

2.3 CAREGIVER AND PATIENT GUIDELINES TO SUSPEND THE USE OF MEDICAL MARIJUANA:

Just as there will be information guidelines for the employees on withholding medical marijuana at the point of purchase based on evidence of patient impairment, a similar guideline will be submitted with the patient information package and will state as follows:

The caregiver and patient should be aware of the following warning signs. If present, the use of marijuana should be discontinued.

1. Combative or belligerent behavior.
2. Excessive drowsiness or lethargy.
3. Slurred speech and diminished coordination.
4. Exhibition of heightened vigilance, which may suggest paranoid ideation.
5. Any symptom that would suggest that marijuana psychosis including hallucinations or delusional thinking. Hallucinations are defined as the sensory perception of hearing, seeing, tasting, and smelling things that are actually not present. Delusional thinking is defined by a thought disorder in which a patient may experience fixed beliefs that are not based in reality. This includes paranoid ideation including thoughts of unfounded persecution
Marijuana should be withheld in the setting of patient use of alcohol and/or illicit recreational substances. Unless approved by the patient's personal physician, marijuana should not be used in conjunction with prescription drugs.
6. A caregiver should notify the dispensary for intervention if it is discovered that a patient diverts his or her marijuana to any other individual.
7. Fevers, chills, or weight loss not attributable to an underlying disease process.
8. Chest pain, a pounding sensation in the chest, or an irregular heartbeat experienced during or after the use of medical marijuana.
9. Cough, wheezing, sputum production or shortness of breath experienced after marijuana use.
10. Development of hives or other rashes.
11. Headaches or any change in hearing, vision, taste or smell.
12. Nausea, vomiting, abdominal pain, or change in bowel habits
13. Any appearance of non-healing sores in the mouth, tongue or throat.
14. Any problems with continence of urine or any burning sensation upon urination.
15. Any new muscle, bone, or joint problems.

Response to Request for Application, C.7

A detailed description of the training and continuing education opportunities that will be provided to dispensary facility employees.

WELCOME

Thank you for joining us at the dispensary. We hope that you will agree that you will be an asset to our business and we hope you will find working here to be a rewarding experience.

We look forward to the opportunity to work together to create a very successful business arrangement. We also hope you feel that your employment with us will be mutually beneficial and gratifying. Our ultimate goal is to provide excellence in patient care with a personal touch.

INTRODUCTION

An interesting and challenging experience awaits you as an employee. We have written this manual to answer some of the questions that you may have about the policies of this Company. Please read it thoroughly and retain it for future reference. If you have any questions regarding the information provided in this manual, please contact the Office Manager.

EMPLOYEE MANUAL

The policies and procedures in this employee manual are not intended to be contractual agreements between the dispensary and its employees and should not be considered as such by any employee.

The policies and procedures in this manual are intended to be guidelines for management and are merely descriptive of suggested protocols to follow. The Company reserves the right to revoke, change, or supplement these guidelines at any time without notice.

The policies within are not a guarantee of continuity of benefits or rights. This manual does not guarantee permanent employment, nor does it guarantee employment for any

particular length of time.

You, as the employee, or the company, have the right to terminate your employment with this company at any time.

DEFINITIONS

- The term “employee” as used throughout this manual means those persons employed by the dispensary.
- The term “the company”, “administration”, or “management”, may be used interchangeably with the dispensary.

NOTICE TO EMPLOYEES

In preparing this employee manual, we have tried to avoid the use of specific gender pronouns whenever possible. However, if this would have led to an awkward sentence, we have used the masculine pronoun which should be used to refer to either gender.

CHANGE IN POLICIES

In order to preserve the ability to meet company needs in ever-changing conditions, the company may modify, augment, delete, or revoke any and/or all policies, procedures, practices, and statements contained in this manual at any time. Employees will be notified of any changes by management. Changes will be effective immediately upon notification.

EMPLOYMENT POLICIES

EQUAL OPPORTUNITY EMPLOYMENT POLICY

This company provided equal employment opportunities to all employees and applicants without regard to race, color of their skin, religion, age, sexual orientation, gender, national origin, disability, or military status, in accordance with federal and state laws. This company also complies with state and federal laws that govern non-discrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, promotion, layoff, recall, transfer, leave of absence, compensation and training.

AMERICANS WITH DISABILITIES ACT

The Americans Disability Act (ADA) requires an employer to provide reasonable accommodations for employees with disabilities, unless it would cause an undue hardship to the company.

Reasonable accommodations refers to any change in the work environment or any change in the way a job is performed, that enables a person with a disability to enjoy equal employment opportunities.

If you require any accommodations, you must notify the Office Manager that change or an adjustment as related to your disability is needed in your work area.

Management will respond promptly and to the best of our ability to make the necessary changes to accommodate our employees.

INTRODUCTORY PERIOD

All new employees work on an introductory basis for a period of ninety (90) days from the date of hire. If an employee is absent for any significant time during the introductory period, the time may be extended by the length of the absence. If management determines that the introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended.

During the introductory period, the new employee will be given the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The company will use this time period to evaluate the employee's capabilities, work habits, and overall performance. It is also a time to get to know your co-workers and the managerial staff. You will learn about company policies and the task that are involved in your position.

The introductory period does not affect the employment status of an employee being “at will”. “At will” means that the employment relationship may be terminated at any time, for any non-discriminatory reason by either party.

During the introductory period, the employee will be eligible for benefits that are

required by law. All other benefits will become effective after successful completion of the introductory period.

CLASSIFICATION OF EMPLOYEES

For purposes of salary administration, eligibility for overtime and other benefits, the company classifies its employees as follows:

- ***Full-time Regular Employee:*** An employee that is hired to work 32 hours or more in a normal work week on a regular basis. These employees may be “exempt” or “non-exempt” as defined below.
- ***Part-time Regular Employee:*** An employee that is hired to work less than 32 hours in a normal work week on a regular basis. The employees may also be “exempt” or “non-exempt”.
- ***Temporary Employee:*** An employee that is hired to work either full or part time for the company with the understanding that their employment will be terminated upon completion of a specific assignment. These employees may be “exempt” or “non-exempt”.
- ***Non-exempt Employee:*** An employee that will be paid at least minimum wage and will be paid overtime for hours worked in excess of 40 hours of a normal work week.
- ***Exempt Employee:*** An employee that is not required to be paid minimum wage or overtime for hours worked in excess of 40 hours in a normal work week. Managerial and Administrative employees are typically classified as exempt.

EMPLOYMENT REFERENCE

All requests for verification of employment for current or former employees will be referred to the office manager. This includes, but is not limited to, employment verification for credit purposes and background checks. The company will verify the dates of employment and the last position held. Any additional information will require a signed release from the employee.

EMPLOYMENT OF RELATIVES

The company will permit the employment of relatives of current or former employees if the person meets the qualifications of the position and said employment does not cause actual or perceived conflict of interest.

OUTSIDE EMPLOYMENT

Employees may have outside employment as long as they maintain the performance standards of their position with the company. All employees will be evaluated by the same standards and will be subject to scheduling demands, regardless of outside work requirements.

If an employee's outside work interferes with their ability to meet the requirements of their current position with the company, the employee will be asked to terminate their outside work if they wish to continue employment with this company.

Outside employment that is considered a conflict of interest is strictly prohibited.

SEPARATION FROM EMPLOYMENT

An employee may be separated from employment either voluntarily resigning or involuntarily by retirement, company lay off due to lack of work, or by termination.

RESIGNATION

Any employee who voluntarily resigns from the company will be expected to provide written notification at least two weeks prior to the final day of work. Failure to provide sufficient notice may result in ineligibility for rehire and non-payment of unused vacation time that has been earned. Accrued, unused vacation time will be paid at the regular rate of pay, at the regular scheduled pay day, provided that the two week notice to terminate

as been provided.

LAY-OFF DUE TO LACK OF WORK

The company attempts to maintain a stable work environment, however, sometimes conditions beyond the company's control change and there may not be sufficient work to keep all of our valued employees. Should this occur, the company may need to reduce the work force. Length of service, the number of non-medical absences and tardiness will be used as pertinent factors in a lay-off decision.

RETURN OF COMPANY PROPERTY

All company property must be returned at the time of resignation or termination. All material used at work is considered proprietary.

EMPLOYEE CONDUCT

POLICY

It is the policy of this company that certain rules and regulations regarding an employee's behavior and performance are necessary for the efficiency and compliance of State regulators. Our rules and regulations are intended to provide a safe and friendly place of business for our employees, patients and their family members, physicians, service providers, and visitors. Conduct that interferes with the operations of this company, or may discredit the company, may be offensive to others and cannot be tolerated. Employees engaging in misconduct while on duty or on company property could be subject to disciplinary action and possible termination.

MISCONDUCT

Any act, unintentional or intentional that results in disruption to the daily operations of the company, affects patient care, and/or creates unsafe environment at the facility.

DISCIPLINARY ACTION

Written disciplinary action would be placed in the employee's personnel file and could lead to grounds for dismissal.

MINOR OFFENSES

Some examples of behavior that could be considered minor offenses may include:

- Non-compliance with company policies and procedures
- Non-compliance with mission of values in providing excellent patient care and compassion.
- Repeated tardiness, unexcused absences, or excessive absenteeism.
- Loafing, misuse of time at work or excessive breaks
- Substandard work performance, including but not limited to poor performance of work duties, failure to follow instructions, poor patient care, poor detail and documentation.
- Failure to comply with Safety Rules set forth by the company.
- Not “clocking” in-and-out each work day and at lunch time.
- Negative attitude or behavior.

SERIOUS OFFENSES

- Failure to report an accident, injury, or illness in a timely manner.
- Not correcting verbal warnings of poor work performance.
- Violation of safety rules, practices, and/or failure to wear protective equipment.
- Vulgar or abusive language and/or behavior.
- Inappropriate dress or gestures which could cause an “uncomfortable” work environment
- Verbal and/or physical sexual harassment
- Views of religion, politics, or values that should not be brought to work
- Failure to submit a physician's statement upon request, or an illness, injury, or accident or an unexcused absence for longer than three (3) working days.
- Excessive absenteeism – five (5) recorded absences within a 12 month period.
- Smoking in a “no smoking” area.
- Engaging in personal activities while on duty without the prior approval of management.
- Unauthorized use of company office supplies or equipment
- Unauthorized removal of company property
- Not providing certificate or educational renewal information to management prior to expiration.

- Conviction of a misdemeanor or felony.
- Failure to report theft of company property caused by another employee.
- Jeopardizing the welfare of a fellow employee, patient, physician, or visitor
- Falsification of records, work reports, patient's files, time sheets.
- Clocking in for another employee or having another employee clock in for you
- Reporting to work under the influence of mind altering drugs and/or alcohol.
- Consuming mind altering drugs and/or alcohol on company property.
- Refusal to take a test to check for drugs and/or alcohol when requested.
- Soliciting money, gifts, compensation from patients or visitors of facility.
- Not adhering to Laws set by the governmental agencies as it applies to record keeping, renewal of license, and patient's privacy.
- Sharing of proprietary information with competitors not authorized by the company.
- Sleeping on company time and property
- Discrimination against a fellow employee, patient, physician, or visitor because of race, color, age, religion, handicap and/or national origin
- Any activity which violates federal or state standards regulating our industry

EMPLOYEE SAFETY AND HEALTH

SAFETY IS EVERYONE'S RESPONSIBILITY

It is the policy of this company to provide a safe and healthy workplace. Our policies and procedures are aimed at safeguarding all employees.

EMPLOYEE RESPONSIBILITY

- Keep work area clean and free from slipping or tripping hazards.



Detailed Security Plan / Proposal

Natural Care of New Haven, Inc. - Medicinal Marijuana Dispensary Facility
The Amity Shopping Center - 130 Amity Road, Unit 330 - New Haven, CT 06515

Submitted To:

Natural Care of New Haven, Inc.
255 Weaver Street, Apt. 3A, Greenwich, CT 06831

Prepared By:

Mark Choquette - 11/15/13



November 14, 2013

Paul Cappiali
Natural Care of New Haven, Inc.
255 Weaver Street, Apartment 3A,
Greenwich, Connecticut 06831

Dear Paul,

At Sonitrol, we realize that customer loyalty requires mutually beneficial partnerships and relationships with customers. Hence, as your sales consultant it is my goal to ensure you are completely satisfied with the design and implementation of your system.

Thank you for the consideration of my proposal and I look forward to speaking with you again. Thank you.

Sincerely,

Mark Choquette
Security Consultant

Direct telephone (860) 616-7574
Cell Phone (860) 394-9727
Email mark.choquette@sonitrolnewengland.com



Sonitrol / Alarm New England / Voice New England

Your Security Systems and Telecommunications Partner

We keep our customers safe and connected with the most effective security solutions and telephone systems available. With the highest apprehension rates and lowest number of false alarms in the industry, our burglar alarms, fire alarms, video camera surveillance and access control systems will fit any need. Our traditional business and VoIP telephone systems for businesses feature top-of-the-line NEC products.

With offices in Connecticut, Massachusetts and Rhode Island, our technicians and sales consultants are committed to serving their local communities. We also monitor security systems locally for fast, accurate response—a big advantage in helping local law enforcement in responding to calls.

Our Commitment to Service

Alarm New England is, first and foremost, a service organization. Our confidence in our systems and the people behind them is backed by our [Commitment to Service](#). No other local company backs their security systems with a guarantee like ours, because no one else can do what we do. We are so confident in our superior service that we put it in writing.

Global Technology – Local People™

Alarm New England is, first and foremost, a service organization. Our confidence in our Sonitrol Audio Detection systems and the people behind them is backed by Our Commitment to Service. No other local company backs their security systems with a guarantee like ours, because no one else can do what we do. We are so confident in our superior service that we put it in writing.

Detailed Security Plan for Natural Care of New Haven, Inc.

Prepared By: Mark Choquette
11/14/13

There are several factors to consider when planning an effective security and safety system for your facility and employees. For security Sonitrol recommends the SONIP system. Key security features include:

- Ability to auto-arm and disarm each partition in your system by time & date. Arm/disarm feature verifies current level of partition and will change state if necessary
- Each device individually identified at the touch pad
- 999 security system touch pad codes
- Full audit trail of usage
- Integrated arm / disarm touch pads
- Listen back audio
- Automated system

Sonitrol's fully automated security system helps provide a safer after hours work environment. The fully automated security system design incorporates a full perimeter of door contacts, glass break / smart audio listen back verification sensors. A valid access read allows entry and in egress motion provides free exiting when perimeter only mode is active. Employees working late or weekend hours would be in a safer environment. The fully automated system design will reduce false alarms caused by employee mistakes. A key feature on the SONIP system that has a strong benefit is "listen-back audio". Should the alarm activate, the listen-back audio sensor will allow trained operators to hear the situation and relay critical information to the police, as well as to the responding employee.

Facility Security / Surveillance Design Specifications

The following “Primary” security system is configured to meet or exceed the minimum Security alarm systems requirements for medicinal marijuana dispensary facilities as set forth in Sec.21a-408-62 of the “State of Connecticut regulation of the Department of Consumer Protection Concerning the Palliative use of Marijuana”. Secondary alarm equipment & monitoring services are being provided by Protection-1 Security Solutions.

- Perimeter intrusion detection alarm sensors to be installed on all exterior doors, windows and marijuana storage vaults.
- Interior motion detectors will be installed in the marijuana storage area, and all common areas of the facility.
- Listen-Back Audio Sensors will be installed in strategic locations within the facility for alarm verification purposes.
- Axis IP based megapixel video cameras will be installed in all areas that may contain marijuana and at all points of entry and exit, which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras will be directed at all approved safes, approved vaults, dispensing areas, marijuana sales areas and any other area where marijuana is being stored or handled. At entry and exit points, the cameras will be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the facility.
- Twenty-four hour video images from all video cameras shall be recorded on a HP “Milestone” NVR server which the dispensary facility shall make available for immediate viewing by the commissioner or the Commissioner’s authorized representative upon request and shall be retained for a minimum of thirty days.
- Duress alarm: Is provided in the SONIP intrusion detection for the purpose of a silent security alarm system signal generated by the entry of a designated code into an arming station in order to signal that the alarm user is being forced to turn off the system.
- Panic alarms: Portable wireless panic buttons will be provided as the means of an audible security alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring a law enforcement response.
- Fixed hardwired holdup alarm buttons will be installed at the receptionist’s desk, the dispensing area, and back office, for the purposes of a silent alarm signal generated by the manual activation of the device intended to signal a robbery in progress.
- An automatic voice dialer, as well as, the SONIP alarm panel’s built-in digital communicator will be programmed to send a prerecorded voice message and or digital alarm signal, when activated, over a telephone line or the system’s cellular radio back-up communicator to Sonitrol’s Central Monitoring Station.
- A built-in failure notification system will provide an audible, text or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to the dispensary facility or producer within five minutes of the failure, either by telephone, email, or text message.



- The Milestone VMS recording system shall provide the ability to immediately produce a clear color still photo that is a minimum of 9600dpi from any camera image (live or recorded). A 9600dpi capable Inkjet printer will be installed on the BCD Milestone viewing station for the purpose of printing still photos.
- A date and time stamp embedded on all recordings. The date and time shall be synchronized and set correctly and shall not significantly obscure the picture.
- The Milestone VMS recording system shall allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system
- Contracting for Sonitrol's "Maintenance Program" and "Video Quality Assurance Program" shall keep all security equipment in good working order and will provide the testing of all electronic security equipment no less than two times per year.

Equipment List

Sonitrol - SONIP Intrusion Detection System:

- (1) SONIP Base Panel with Battery Back-up
- (1) SONIP Smart Audio Module
- (1) SONIP Zone Expansion Module
- (2) SONIP LCD English Display Touch Pads
- (3) Audio Sensors for Glass Break and “Listen Back” Audio
- (2) Safe / Vault Alarm Systems
- (2) Security Sensors (exterior personnel doors)
- (2) Security Sensors (interior access doors)
- (4) Egress Motion Detectors
- (2) Remote Door Release Buttons
- (2) Electric Strike Locks
- (4) PIR Motion Detectors
- (1) Innovonics Wireless Receiver
- (6) Innovonics Wireless Panic Button Transmitters
- (3) Sentrol Fixed Panic Buttons
- (1) Siren
- (1) UL Cellular Back-up System
- (1) UPS Back-up System
- (1) Auto Voice Dialer system

Milestone / Axis “High Definition” Video Surveillance System:

- (1) BCD Optimized HP Server with 8TB Network Storage
- (1) BCD Optimized HP Video Viewing Station
- (1) Middle Atlantic Lockable Enclosed Rack
- (1) Rack Mount Monitor & Keyboard
- (1) Milestone Xprotect “Professional” Base License
- (10) Milestone Xprotect “Professional” Camera License
- (5) Axis 1MP Interior Dome Camera
- (5) Axis 2MP Interior Dome Camera
- (1) 42” Monitor with Wall Mount
- (1) 24 Port POE Switch & Patch Panel
- (1) UPS Back-up System
- (1) 9600dpi Inkjet Printer



Investments

- A. Security Equipment & Installation Costs:** \$62,500.00 +tax
- B. Central Station Monthly Monitoring Fees:** \$98.95 (includes MySonitrol web-portal & cellular)
- C. Maintenance Protection Program Monthly Fees:** \$595.00 +tax
Program Includes:
- Complete coverage of all parts & labor for system repairs
 - Biannual test & inspection of all electronic security equipment
 - Annual Milestone license & firmware support fees
 - Video Quality Assurance Program



Security with a sound advantage: “Alarm Verification”

Sonitrol provides businesses with a single source of integrated, state-of-the-art security solutions for intrusion, video, access and fire, all backed with professional monitoring by experienced, trained personnel.

Our technology sets us apart. The ability to verify an alarm event in real time gives Sonitrol unrivaled credibility with local law enforcement. That is a key advantage as a growing number of municipalities pass Verified Response regulations requiring verification that an intrusion is actually taking place before police will dispatch personnel to the site.

Sonitrol has the best apprehension rate in the industry—and the fewest dispatches for false alarms. In fact, in January 2006, Lehman Brothers named Sonitrol “the leading alarm verification company.” And our integrated components allow us to customize a solution that can expand easily as your needs grow.

Verified solutions with proved success

Sonitrol offers a full line of security products, all backed by our unique audio/video verification technology. Our ability to hear and see what is actually happening at your site in real time enables us to verify the alarm before we call police.

Police response time is faster for Sonitrol than for a conventional security system alarm. Our intelligent technology leads to a high rate of apprehensions, which gives us exceptional credibility with law enforcement. And our ability to verify an alarm event is critical for prompt dispatch in the growing number of Verified Response communities, where law enforcement won’t respond to an alarm until they have verification that an event is actually occurring.

The bottom line? We prevent loss time after time.

Sonitrol advantage: 100-percent protection

Using strategically placed microphones to detect abnormal sounds, Sonitrol's audio technology offers maximum protection for your premises.

Conventional perimeter security systems only use door and window contacts to detect intrusion. That's not enough. In addition to door and window contacts, Sonitrol uses highly sensitive audio sensors that can detect unconventional entries. Burglars make noise when they try to break in through a wall, ceiling or HVAC system, and our audio technology detects it.

Unlike a motion-based system, which only offer "cones" of protection around the sensors, Sonitrol offers true wall-to-wall, ceiling-to-floor coverage—verified volumetric protection for every inch of space in your facility. Would-be perpetrators can't evade our audio sensors by moving along a wall, going around a corner or ducking between aisles. If they make noise—and they always do—we'll hear them.

Every minute counts

- Without verification of the alarm, it can take police upwards of 45 minutes to respond.
- A private security guard can verify the alarm, but guards are costly and this approach still can result in delays averaging 17 minutes.
- With Sonitrol's audio and/or video electronic surveillance, alarms are verified. The average response time for a Sonitrol alarm is just seven minutes.

Maintenance Protection Program

- Complete coverage of all parts
- Retraining on system operation and testing procedures
- Service hours: 8:30am - 5:00pm
- Complete coverage on all labor charges for normal wear and tear work performed
- Unlimited service hours
- Verification of all important phone numbers and call list information

Excluded Terms: The ESP coverage is limited to normal wear and tear and does not cover acts of God, alterations, misuse, tampering, abuse, trouble due to power failure, riots, fire, vandalism or any other act covered by the clients property insurance. All other maintenance will be charged on a time and materials basis.



SONITROL®

Security Systems • Access Control • Digital CCTV Systems
• Fire Detection Systems • Telephone Systems

Video Technology System Quality Assurance Program

It is our guarantee and commitment to you that during the term of your Quality Assurance Program:

Lifetime Repair

Sonitrol will respond on-site and repair - at no additional cost- any item of your Sonitrol Video Technology System that fails because of Normal wear and tear.

Lifetime Replacement

Should any item of your Video Technology System terminally fail and be unable to be repaired, we will replace the item - at no additional cost - with a similar or better item.

Lifetime Confidence

Sonitrol will install a loaner - at no additional cost - item in the place of any Sonitrol Video Technology System component that is sent out for repair. This gives you 100% confidence that your system will provide you the 24/7 security you demand.

Lifetime Service Guarantee

Sonitrol guarantees the arrival of a service technical, on-site, within four (4) hours plus travel from the time of your emergency service request. In addition, Sonitrol will arrive on-site at least once annually to perform scheduled preventative service to your Sonitrol Video Technology System.

Lifetime Training

Whenever you request, Sonitrol - at no additional cost - will provide on-site training for you and your staff on the proper use of your Sonitrol Video Technology System.

Lifetime Technical Assistance

If needed, Sonitrol will provide technical assistance - at no additional cost - to retrieve critical images from your DVR.

Lifetime Bucket Truck/Lift Usage

If needed, Sonitrol will provide - at no additional cost - a bucket truck or lift to facilitate repair or replacement of video components installed above ladder accessible height.

Sonitrol Representative

Customer

Date

Date

Response to Request for Application, D.1

NCNH Marketing Manual

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Social Media

Twitter is one of the fastest-growing mediums of communication between collectives to patients. Interact with your patients throughout the day with Twitter. Sending and receiving status updates on your cell phone will keep your collective on the forefront of their minds. Attract as many followers as you can by communicating specials, or simple reminders to frequent your collective. Keep in mind you want to utilize this tool in moderation. Just as we all like to receive email communications from organizations we like to do business with, if it gets too frequent we may ask to be removed from their list. It's a fine line between not enough and too many, so stay on the safe side so as not to lose rapport with patients. Join at twitter.com.

Weedmaps was created as an online medical marijuana directory. Weedmaps has quickly become one of the industry's most visited sites. The site is organized to direct visitors to facilities for their medicine either by location or by strain. Through strategic partnerships, they are quickly developing more features to enhance user experience and create a one-stop site. Patients can search the site or can receive text specials based on their geographic area. They are in the process of developing a forum to compete with the long-time leader *Weedtracker.com*.

Dispensaries and collectives are given a free listing which does not include the right to edit or display strains. Placement in a given geographic area is based on customer feedback.

The more high-level ratings received, the higher the facility is placed on the list. This will never bring you to the top of the list unless premium placement is purchased. A limited number of gold, silver and bronze listings are available in each region.

Various marketing packages are available through Weedmaps including text blasts, strain reviews/photos, collective videos and more.

Weedtracker.com is a forum to express oneself in the world of medical marijuana. Any cannabis patient can open a free account, while dispensaries or vendors in the industry must pay a forum fee to be part of the community. They keep close tabs on postings so as to not allow promotion by an individual patient using their free account to promote a non-paying medical marijuana supplier. Once paid, a collective is listed in the directory by location. Since the basis revolves around a forum of topics discussed among patients and vendors, it is recommended to comment on threads as well as post topics. Many collectives use this to promote specials and post unique selling points of their location. Stay active on the site in order to network and build relationships among other users. This will create greater interest in your collective and grow patient loyalty.

Facebook is the leader in Social Media. It has over 600 million active monthly users. The phenomenon has dominated the web since 2008. Used by friends and family members to stay in touch and share many aspects of their daily lives, it has become indispensable

for large numbers of users. Businesses have capitalized on its traffic by either purchasing advertising space or simply signing up for a free profile. There are three options for organizations to obtain free exposure: a profile, a fan page and a group page.

With a collective profile, “friends” can be requested by you on the Facebook community and others can request to be friends with you as well. With this type of a profile you can display status updates and share photos on a regular basis. You will also receive your networks’ updates and comments to each other. As a marketing tool, it is recommended to not only post specials or promotions, but simple greetings as well. Any posting is listed on a “friend’s” home screen, or “wall”, and available for comment by those in your community. Interacting with the community is the key to building and maintaining relationships on Facebook. Personalizing your updates and expressing feelings is what evokes user response and builds your identity as a living, breathing person, not just a merchant looking to bring in business. It is recommended you use your personal profile for this type of marketing and utilize the next two formats specifically for your collective. Facebook’s policy is that businesses cannot have a profile. So after all of your hard work building up a base of “friends”, Facebook has the right to delete it.

Creating a fan page is the most recommended option to market a business on Facebook. Fan pages allow you to engage your patrons and keep them updated on specials or new product news. You can also promote customer feedback and recommendations to bolster your image on the site. This can impact buying habits as people are drawn to businesses that are recommended and “liked” by their friends and family. When a user becomes a fan, it is broadcast on

their status update and appears on their profile. A user can recommend that their friends become a fan as well! There is no limit on fans, so spread the word and request referrals through Facebook, online communications, and your website!

Finally, you can also establish your collective through a group listing on Facebook. Through a group listing you can add members to your group to host discussions, share photos or invite to events. This is recommended for a short-term initiative such as asking people to vote or to promote an upcoming event.

Myspace, while not as popular as Facebook, is still utilized by millions of visitors as a social tool. Primarily for the entertainment industry, this site drives audiences to top music, comedy and theater profiles. Since it is free and receives high levels of traffic, it is still a viable source for marketing your collective.

Instagram is a social media site explicitly designed to share pictures and videos with your network. It allows users to upload pictures of products and take videos of the facility, staff, and other pertinent aspects of your business. It can be used to display product, share stories, and unveil new things within your business. This media hub allows patients to share photos and tag your location, showing others your quality and highlighting your passion to bring a product that people want to talk about. Using only comments and likes, you can establish a following by the way you choose to express and display your business through this media site.

Directories

Many websites have been established to direct patients to dispensaries in your area. Many of these directories are free or low-cost. If you don't mind the few additional sales calls (to upgrade to a premium listing or other advertising offer), why not gain the extra exposure? Before upgrading to any of their additional advertising options, be sure to evaluate site traffic for the best advertising opportunities.

Directories you may want to consider for listing or education resources:

Weedmaps.com	Weedits.com
Potlocator.com	THCfinder.com

Weedtracker.com	Dispensarylisting.com
420times.com	MCCDirectory.com
GangaGrocer.com	Americans for Safe access http://www.safeaccessnow.org /
Medical Marijuana of America www.medicalmarijuanaofamerica.com	Marijuana Policy Project

[com](#)

<http://www.mpp.org/states/ari-zona/>

Customer Retention

Customer Service

Whether on the phone, online, or in person, topnotch customer service is the number one reason customers keep coming back. A smile, a genuine greeting or personal banter shows that their patronage matters, which can go a long way. This treatment develops long-term loyalty and highly valued customer feedback.

In order to maintain consistent service in any business policies need to be in place to ensure all transactions are handled with appropriate care. You have already hired the staff with the service skills, now you may just need procedures so you are providing a consistent level of service.

Handling complaints is of the utmost importance. Ensure all staff members have the means to fix complaints as soon as possible with a positive attitude. The way issues are handled speak volumes of a business. If resolved promptly and effectively, even more loyalty and greater customer satisfaction can result.

Email campaigns/newsletter

Many of your patients are keen to keep up-to-date on activities and news about their favorite local collective. Regular email announcements or newsletters are a perfect way to keep patients informed about new strains, discounts and events occurring at your collective.

You can add value to your email by incorporating a newsletter format with helpful articles on current legislation, tips, and strain reviews. Creating an email with information that benefits patients will encourage them to open it every time.

Emails can be collected during any transaction and obtaining this key source of communication is extremely valuable. You could even offer an incentive, such as adding their name to a drawing, to encourage patients to share their email addresses.

Keeping information private is extremely important these days, so when requesting this type of information be sure to inform patients that their data will not be rented, sold or exchanged.

Repeat customer rewards

Show your patients that you appreciate their patronage by rewarding repeat visits. Visits can be tracked in various ways like providing a punch card, tokens or keeping tally on a database. Certainly a patient would be happy to hear “It’s your 10th visit, you get a free gram!” Working toward a reward also cultivates patient loyalty.

Text Blasts

Text blast announcements are a cost-effective way to make announcements to your patients. Get your message straight to their cell phone. Through creative use of mobile messaging you can alert your patients about new strains, specials, tips and even send friendly reminders that you miss their patronage. Software programs or online applications exist to help you implement these campaigns, such as eztexting.com or tellmycell.com. As with all correspondences, mind your frequency to avoid inundating patients with unwanted messages. You may offer a sign-in sheet for patients that wish to receive text blasts with special promotions from your collective.

Direct Mail

Often email campaigns can get lost as “junk” so collectives may also utilize the old snail mail system. Not only is this one of the most expensive forms of marketing, but due to privacy concerns, collectives need to be very cautious about what is sent. Patients’ information is protected by HIPAA (Health Insurance Portability and Accountability Act of 1996) laws and you can be fined and imprisoned for violating their privacy. If direct mail is essential, be sure to include with your correspondence a discreet sealed envelope addressed only to the patient.

Community Outreach

Building a good reputation in the community is one of the largest challenges in the industry of medical marijuana. As providers of a controversial medicine, collectives must develop relationships and support their community in order to create a positive image. With the support of your community, business transactions and referrals are within easy reach. Here are some resources to check out in your community:

- Chamber of Commerce
- Meetup.com
- LeadsClub.com
- Local industry networking events to swap cards and (if appropriate) promotional materials
- Organizations you can donate product to in support of your local ailing patients

SEO – Search Engine Optimization

Optimum website placement or business placement when users are looking up collectives on search engines can be obtained in many ways. The most common way is payment for placement through Google Adwords or affiliate networks, but it isn't always necessary to pay for this rating. Social networking sites including Facebook.com and LinkedIn.com are searchable on the web, so the more presence your collective has on the various free sites, the more opportunity you will have to get placed higher on search engines. The more popular the website and the more it is used, the better.

Other websites that may not have the opportunity to create profiles or memberships still may have the opportunity for correspondence or blogging. By blogging, leaving feedback or comments, or starting threads with your website link you are building up references to the site in the search engines. The more references to your site, the higher it is listed on the search engines.

Branding

When your team gets inspired to put together promotional fliers or announcements, keep in mind that an image is being established. It's fun to get creative with unique fonts and bold colors, but try to stay within your collective's established branding. This is the established colors, fonts and images. Be consistent with this as it is part of a long-term strategy to make an imprint of your collective in the minds of your patients and build their loyalty.

Track Your Marketing

One of the most important steps in any marketing campaign, at any cost, is to track your responses. This can easily be done by asking new patients when they come in, "How did you hear about us?" You can ask regular patients, "Was there something special that made you come in?" If you run a specific campaign with a call to action via email, direct mail, print or online you can always list a promotional code or require patients to mention and/or bring the advertisement

in with them. Since every collective has a unique demographic and various needs and interests of patients there is no sure marketing strategy. Once you have recognized the most effective techniques then you know where you may want to invest more of your time and money.

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

NOVEMBER 8, 2013

CN SEARCH LLC
239 BAILEYVILLE ROAD
MIDDLEFIELD, CT 06455

RE: Acceptance of Business Filing

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

Business Name:
NCNH MANAGEMENT SERVICES, LLC

Work Order Number: 2013326443-005
Business Filing Number: [REDACTED]
Type of Request: ARTICLES OF ORGANIZATION
File Date/Time: NOV 08 2013 12:00 PM
Effective Date/Time:
Work Order Payment Received: 1030.00
Payment Received: 170.00
Credit on Account: 595.00
[REDACTED]

LISA SMITH
Commercial Recording Division
860-509-6003
WWW.CONCORD.SOTS.CT.GOV

BUSINESS FILING REPORT

WORK ORDER NUMBER:2013326443-005

BUSINESS FILING NUMBER: [REDACTED]

BUSINESS NAME:

NCNH MANAGEMENT SERVICES, LLC

BUSINESS LOCATION:

28 HARTFORD AVENUE
GREENWICH,CT 06830

MEMBER INFORMATION FOR ONE MEMBER:

NAME:ANDREW JON HOFFMAN
TITLE:MEMBER

** END OF REPORT **



SECRETARY OF THE STATE OF CONNECTICUT

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

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ARTICLES OF ORGANIZATION

LIMITED LIABILITY COMPANY - DOMESTIC

FILING # [REDACTED] PG 01 OF 03 VOL B-01867

FILED 11/08/2013 12:00 PM PAGE 02879

SECRETARY OF THE STATE

CONNECTICUT SECRETARY OF THE STATE

C.G.S. §§34-120; 34-121

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. AT

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Robert J. Levine, Esq. ADDRESS: 445 Hamilton Avenue 14th Floor CITY: White Plains STATE: New York ZIP: 10601		FILING FEE: \$120 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED: (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.) NCNH Management Services, LLC		
2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED: ATTACH 8 1/2 X 11 SHEETS IF NECESSARY. To engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Company Act.		
3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED: (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: 28 Hartford Avenue CITY: Greenwich STATE: Connecticut ZIP: 06830		
4. MAILING ADDRESS, IF DIFFERENT THAN #3: PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: CITY: STATE: ZIP:		
5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED: (COMPLETE A OR B NOT BOTH) <input checked="" type="checkbox"/> A. IF AGENT IS AN INDIVIDUAL. PRINT OR TYPE FULL LEGAL NAME: Paul Anthony Cappiali		
BUSINESS ADDRESS (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		CONNECTICUT RESIDENCE ADDRESS (P.O. BOX NOT ACCEPTABLE)
ADDRESS: None. CITY: STATE: ZIP:		ADDRESS: 28 Hartford Avenue CITY: Greenwich STATE: Connecticut ZIP: 06830
SIGNATURE ACCEPTING APPOINTMENT:		

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

CT BUSINESS ADDRESS (P.O.BOX UNACCEPTABLE)

ADDRESS:

CITY:

STATE:

ZIP:

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

[Signature Line]

PRINT NAME & TITLE OF PERSON SIGNING:

[Name and Title Line]

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


NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
Andrew Jon Hoffman	Member	None.	255 Weaver Street, Apt. 3A Greenwich, Connecticut 06831
Paul Anthony Cappiali	Member	None.	28 Hartford Avenue Greenwich, Connecticut 06830

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

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

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

DATED THIS 6 DAY OF November, 2013

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
Robert J. Levine, Esq.	

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

Additional Member of NCNH Management Services, LLC

1. Jonathan Wade Ryckman
39 Druid Lane
Riverside, Connecticut 06878
(residence address)

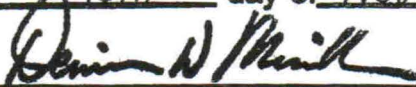
Business address: none

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

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

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

this 12th day of November A.D. 20 13



SECRETARY OF THE STATE

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this “Agreement”) is made and entered into this 12th day of November, 2013 (the “Effective Date”) by and between NCNH Management Services, LLC, a Connecticut limited liability company (“Manager”), and Natural Care of New Haven, Inc., a Connecticut non-stock corporation (the “Company”). Manager and Company are sometimes referred to collectively as the “Parties” or individually as “Party”.

RECITALS

WHEREAS, Manager is engaged in the business of, among other things, providing management and advisory services including, but not limited to, with respect to business operations, property/facility management and security (the “Management Services”);

WHEREAS, Company is engaged in the business of operating, managing, and owning a licensed medical marijuana dispensary (the “Dispensary”) and related activities (collectively, the “Business”);

WHEREAS, Company desires to engage Manager to provide Management Services to Company in connection with the Business, as more fully set forth herein; and

WHEREAS, Company desires to engage the Manager in connection with the Business, and Manager wishes to accept such engagement, as more fully set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

AGREEMENT

1. **Term; Termination.**

(a) **Generally.** This Agreement commences on the Effective Date and continues until the fifth (5th) anniversary of the Effective Date (the “Expiration Date”).

(b) **Extensions of Term.** Upon the Expiration Date, the term of the Agreement (the “Term”) automatically and without notice or action shall extend for an additional one (1) year period. The Term shall continually be extended for an additional year on each anniversary of the Expiration Date (each, a “Renewal Date”) until the Agreement is terminated as set forth herein.

(c) **Termination prior to end of Term.** Neither party may terminate this agreement unless mutually agreed to, in writing, executed by all parties to this Agreement.

2. **Management Services.** During the Term, and subject to the terms and conditions contained herein, Manager will provide to Company the Management Services that are set forth on Exhibit “A” attached hereto. The Parties may update Exhibit “A” from time to time by mutual agreement to reflect the Management Services then being provided to the Company.

3. **Compensation to Manager.** In consideration the provision of Management Services pursuant to this Agreement, Company will pay to Manager: (a) the management fees as set forth on the Management Services Fee Schedule attached hereto as Exhibit “B” (each, a “Management Fee”); and (b) immediately upon request, the amount of any costs, fees, charges, and expenses incurred (collectively, the “Reimbursements”) by Manager on behalf Company that are the responsibility of Company. Company’s obligation to pay to Manager the Management Fee and the Reimbursements pursuant to this Section 3 shall survive any termination or non-renewal of the Agreement. Each Management Fee is non-refundable and will not be returned to Company under any circumstance including, without limitation, the early termination of the Agreement or changes in any law or regulation that permits the operating of the Business.

4. **Standards of Performance; Reliance Upon Company’s Performance.** Manager will perform the Management Services: (a) to the best of Manager’s ability under the circumstances; and (b) in accordance with all applicable rules, regulations, and laws. Manager’s performance of the Management Services in accordance with the aforementioned standards is contingent upon Company’s full and timely performance of Company’s obligations under this Agreement.

5. **Representations, Warranties, and Covenants of Company.** Company represents, warrants, and covenants to Manager, with the understanding Manager is relying upon such representations, warranties, and covenants that:

(a) Company will pursue in good faith all necessary approvals, licenses, permits, or other authorizations to operate the Business and the timely satisfaction of any rules, regulations, laws, or other regulatory requirements that affect the Business (collectively, the “Regulatory Requirements”) including, but not limited to, the payment of all costs and fees associated therewith;

(b) Company will comply in all respects with all applicable Regulatory Requirements, as amended from time to time, in the design, construction, and operation the Business;

(c) Company will cooperate with Manager in all aspects of the Management Services including, without limitation, the completion of all tasks assigned to Company by Manager;

(d) Company has the full right, power, and authority to enter into this Agreement and be bound by the terms of this Agreement without the consent of any other person or entity;

(e) the execution and delivery of this Agreement and the performance by Company of its obligations pursuant to this Agreement do not and will not constitute a breach of or a default under any other agreement or obligation applicable to Company;

(f) upon execution and delivery of this Agreement, this Agreement will constitute the valid and binding obligation of Company;

(g) all information supplied by Company or its agents to Manager or its agents will be true, complete and correct and will not fail to state a material fact necessary to make any of such information not misleading;

(h) Company is the sole intended beneficiary of the Management Services and is entering into this Agreement on behalf of itself and not for the benefit of any other person or entity; and

(i) Manager is being engaged by Company and not any other party.

The representations, warranties, and covenants of Company set forth in this Section 5 and elsewhere in this Agreement shall survive the termination of the Agreement for a period of two (2) years, and are not lessened or rendered inapplicable by any more specific or general representation, warranty or covenant, and are not lessened or rendered inapplicable by Manager's actual or constructive knowledge of any fact or circumstance to the contrary of any representation or warranty of Company.

6. **Indemnification by Company.** Company hereby fully indemnifies, defends, and holds harmless Manager and each of Manager's owners, members, employees, attorneys, accountants, representatives, and other agents ("Manager's Affiliates") against all liabilities, claims, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees, court costs, and disbursements, incurred by Manager and/or Manager's Affiliates which are the direct or indirect consequence, in whole or in part, of: (a) any material, uncured breach of this Agreement by Company; or (b) any act or omission of Company or any of its respective designees, nominees, owners, members, employees, attorneys, accountants, representatives, and other agents ("Company's Affiliates"), in either case notwithstanding any concurrent or contributory negligence or other malfeasance by Manager and/or Manager's affiliates. Company's obligations under this Section survive termination of this Agreement.

7. **Indemnification by Manager.** Manager hereby fully indemnifies, defends, and holds harmless Company and Company's Affiliates against all liabilities, claims, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees, court costs, and disbursements, incurred by Company and/or Company's Affiliates which are the direct or indirect consequence, in whole or in part, of: (a) any material, uncured breach of this Agreement by Manager; or (b) any act or omission of Manager or any Manager Affiliates, in either case notwithstanding any concurrent or contributory negligence or other malfeasance by Company and/or Company's affiliates. Manager's obligations under this Section survive termination of this Agreement.

8. **Confidential Information.** Pursuant to this Agreement, Company may be entrusted with confidential information belonging to Manager ("Confidential Information"). The terms of this Agreement and its exhibits, and all information disclosed to Company by Manager or Manager's agents constitutes Confidential Information notwithstanding the fact that such information may have been delivered to, disclosed to, or shared with others by Manager or otherwise becomes available to the general public. During the term of Agreement and for a period of two (2) years following the termination of this Agreement, Company shall: (a) maintain all Confidential Information in a confidential manner; (b) not disclose any Confidential Information to any person or entity not authorized in writing by Manager to receive or use such Confidential Information; and (c) not use, permit, or aid others in the use of any Confidential Information for any purpose other than the purposes contemplated by this Agreement. Any Confidential Information required to be disclosed by Company pursuant to a valid order by a court or other

governmental body having proper jurisdiction over Company will not be disclosed by Company until and unless Company provides written notice to Manager of such order sufficiently in advance of the disclosure to allow Manager the reasonable opportunity to defend against or condition such disclosure. This Section 8 survives termination of this Agreement.

9. **Intellectual Property**. Manager retains exclusive rights to all common law and statutory legal and equitable rights, including, but not limited to, all intellectual property rights, in all materials provided to Company or used in connection with this Agreement (“Manager IP”). Without limiting the generality or applicability of the foregoing, Manager IP includes the rights to any and all derivative and complementary works. Company will not, by virtue of this Agreement, acquire any right in or to any Manager IP, including, without limitation, notwithstanding any contribution to such Manager IP by Company or Company’s agents. Company will assign to Manager immediately upon Manager’s request, for no consideration, any and all rights Company may acquire by operation of law or otherwise in or to any aspect of any Manager IP. Company will not take any action or fail to take any action, or permit or aid any other person or entity in taking any action or failing to take any action, that is inconsistent or conflicts with Manager’s ownership of the Manager IP or this Section, which survives termination of this Agreement. Company will not on its own, or facilitate any other person or entity to, copy, attempt to re-create, reverse engineer, create derivative works from, or otherwise develop or attempt to develop the practical or functional equivalent of any document or item belonging to Manager, including, without limitation, the software, manuals, other materials, documents, and other items provided to Company by Manager pursuant to this Agreement. No property created or contributed to by Manager during or in furtherance of this Agreement will constitute a “work made for hire” or otherwise belong in whole or in part to Company or any affiliate of Company.

10. **No Assignment**. This Agreement is personal in its nature and neither Party may, without the prior written consent of the other Party, assign or transfer this Agreement or any rights or obligations under this Agreement.

11. **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be given by hand delivery, telecopy, overnight courier service, or United States certified or registered mail, return receipt requested. Each such notice, request, demand or other communication shall be effective (a) if delivered by hand or by overnight courier service, when delivered at the address specified in this paragraph; (b) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this paragraph and the appropriate machine confirmation is received; and (c) if given by certified or registered mail, three (3) days after the mailing thereof.

Address for notices (unless and until written notice is given of any other address):

If to Manager:

NCNH Management Services, LLC
28 Hartford Avenue
Greenwich, Connecticut 06830
Attn: Anthony Paul Cappiali

If to Company:

Natural Care of New Haven, Inc.
255 Weaver Street, Apt. 3A
Greenwich, Connecticut 06831
Attn: Andrew Jon Hoffman

With a copy to:
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attn: Robert J. Levine, Esq.
Fax: (914) 761-5372

12. **Disputes.**

(a) **Mediation.** In the event of any controversy or claim arising out of or relating to this Agreement, its interpretation or enforcement, or the breach or alleged breach thereof (defined herein as “Claim or Controversy”), the party asserting any such Claim or Controversy shall provide prompt written notice of the existence of the Claim or Controversy to the other party (the “Notice”). To the extent the parties cannot resolve the Claim or Controversy, then the parties hereby agree to attend at least one (1) mediation session within thirty (30) days of the Notice, unless the parties jointly agree to a different timeframe for the mediation. The parties may not commence any arbitration, litigation or other judicial or quasi-judicial proceeding (“Proceeding”) prior to the mediation session, except that either party may commence a Proceeding prior to the mediation if: (i) by operation of law the Proceeding must be commenced prior to the mediation in order for the Proceeding to be timely under applicable statute(s) of limitations, in which event the parties shall take no further action in the proceedings post-filing and the litigation will be stayed by agreement until seven (7) days following the mediation session; and/or (ii) the party commencing the proceeding is seeking temporary and/or preliminary injunctive relief.

(b) **Arbitration.** Any dispute between the parties, other than a claim for injunctive relief, shall be decided by arbitration held before a single arbitrator for the American Arbitration Association, under the then existing Commercial Arbitration Rules of that Association. Where permitted pursuant to such rules, such arbitration shall be governed by the Association's expedited arbitration procedures. The arbitration shall be held at the offices of the American Arbitration Association or, if none exists within the City of New Haven, at the offices of Cuddy & Feder LLP. The arbitrator shall have plenary authority to issue decisions and awards as provided by the law of the State of Connecticut or the applicable federal law. The arbitrator shall issue a written decision on all claims presented and shall determine a prevailing party and a losing party with respect to the arbitration.

(c) **Governing Law.** This Agreement and the rights and obligations of the undersigned parties shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to principles of conflict of laws. Subject to subsections (a) and (b) above, the undersigned hereby irrevocably submit to the jurisdiction and venue of any Connecticut State or Federal Court located in the State of Connecticut, County of New Haven over any action or proceeding arising out of any dispute between the undersigned, with respect to this Agreement. Each party agrees that any action by either party to enforce the terms of this Agreement must be brought in an appropriate court in Connecticut, and waives all objections based on lack of jurisdiction or improper or inconvenient venue of any such court.

(d) **Attorney's fees.** In the event of any future dispute arising out of or related to this Agreement, the successful Party is entitled to recover its reasonable attorneys' fees and costs associated with that dispute.

13. **Recitals.** All recitals are incorporated in this Agreement by reference.
14. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and/or contemporaneous agreements, representations, and understandings of the parties, oral or written, pertaining to the subject matter contained in this Agreement are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by the parties.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed and delivered is an original, and all of which when executed constitute one and the same instrument. Any Party may deliver its signed counterpart of this Agreement to the other Party by electronic mail or facsimile transmission and such delivery is deemed made upon receipt of such electronic or facsimile transmission by the other Party.
16. **Waiver.** No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, and no waiver is a continuing waiver except as expressly provided in this Agreement. No waiver will be binding unless executed in writing by the Party making the waiver.
17. **No Third-Party Beneficiaries.** Nothing in this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than the Parties. All duties and responsibilities undertaken under this Agreement are for the sole and exclusive benefit of the Parties and not for the benefit of any other party.
18. **Headings.** The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.
19. **Severability.** In the event any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining provisions remain in full force and effect.
20. **Construction.** The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto. The parties acknowledge that each party has reviewed this Agreement and have had a full and fair opportunity to have this Agreement reviewed and revised by counsel of their choice and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

[Balance of page intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MANAGER

NCNH MANAGEMENT SERVICES, LLC

By: 
Name: Paul Anthony Cappiali
Title: Member

COMPANY:

NATURAL CARE OF NEW HAVEN, INC.

By: 
Name: Andrew Jon Hoffman
Title: Member

[Signature page to Management Services Agreement]

EXHIBIT A

MANAGEMENT SERVICES

The following comprises the Management Services that Manager will provide to Company with respect to the Business:

(a) Start-Up Phase. Manager will provide counsel, advice, and assistance to Company in connection with: (i) zoning and entitlement (generally, “Site-Related Matters”); (ii) identifying the regulatory requirements and conditions that must be satisfied in order to commence with the operation of the Business (generally, the “Regulatory Requirements”); (iii) establishing actions that must be undertaken and completed by Company in order to satisfy the Regulatory Requirements; (iv) determining the assets and/or services to be procured or dedicated by Company to the satisfaction of the Regulatory Requirements and completion of Site-Related Matters; (v) developing a timeline and action plan to guide Company in completing the Site-Related Matters and timely satisfying the Regulatory Requirements; and (vi) other matters as may be agreed upon in writing by the Parties, if any.

(b) Design and Construction Phase. Manager will provide referrals to, and assistance in communication and coordination with, vendors to be engaged and paid by Company, relative to and in furtherance of the following: (i) Dispensary interior and exterior design, layout, and staging; (ii) security system selection and design; and (iii) inventory management and storage facility design.

(c) Operations Phase. Manager will provide counsel, advice, and assistance to Company in connection with: (i) operations management; (ii) employee training; (iii) regulatory compliance; (iv) security; and (v) inventory control.

(d) Principal and Employee Training. Manager will source, interview, hire, and train the General Manager, sales personnel, inventory manager, security personnel, and secretarial staff for the Dispensary.

Management Services, Generally

Organizational Development

1. Budget Development.

(a) A financial template based on the size of the store and expected floor plan for use by Company in the budgeting process;

(b) A list of potential CPA’s

2. Marketing Plan Development. Manager will introduce Company to resources needed to develop the organization’s identity and marketing plan. Deliverables include sourcing, bidding, and selecting suitable marketing and/or branding companies.

Design & Construction

1. Store Design. Manager will assist Company's Dispensary design process by providing:

- (a) Design, insight, and expertise;
- (b) Additional designers, architects, or service providers if required; and
- (c) Source, bid, and select security contractors and personal.

2. Construction Assistance. Manager will assist Company in the build out of the Dispensary by:

- (a) Interviewing, bidding, and selecting general contractors;
- (b) Interviewing, bidding, and selecting Managers; and
- (c) Interviewing, bidding, and selecting security system installation companies, if different from security contractors.

Operations Plan

1. Model Operations Plan. Based on Manager's assessment of Company's needs, Manager will provide Company with an operations plan that will include (to the extent existing items do not exist or require amendment):

- (a) A template staffing structure chart (org chart);
- (b) Job descriptions for all positions included on the template staffing structure chart;
- (c) Employee handbook for reference;
- (d) Employee non-disclosure agreement;

Manager will provide amended policies and procedures ("P&Ps") to ensure adherence to compliance requirements and applicable law, which may include:

- i. Human Resources (including: Sample Employment Application; Hiring Checklists; Orientation Training Checklist; New Hire Paperwork Checklist; and Employee Handbook);
- ii. Cash Management (including Cash register and petty cash management P&Ps)
- iii. Security (including: Security Operations P&Ps; Opening Checklist; and Closing Checklist)

iv. Inventory (including: Inventory Operations P&Ps; Opening Checklist; and Closing Checklist)

v. Sales (including: Sales Operations P&Ps; Opening Checklist; and Closing Checklist)

vi. Patient Services (including: Patient Services Operations P&Ps; Opening Checklist; Closing Checklist; and Activist Station Checklist)

Hiring & Training Assistance

1. Hiring & Training. Manager will provide training for and manage the opening of the Dispensary, including:

- (a) Point of Sale systems training and oversight;
- (b) Secure cash storage solutions;
- (c) Local purchasing or receiving guidelines;
- (d) Inventory management system training and oversight; and
- (e) Dispensary safety systems.

EXHIBIT B

MANAGEMENT FEE

Monthly Management Fee. As compensation for Manager's services to the Company pursuant to this Agreement, Manager shall receive twenty percent (20%) of the monthly gross revenues generated by the Business. Increases and decreases to this percentage shall only occur upon mutual agreement by the Parties, evidenced in writing and executed by the Parties. Manger shall receive annual reviews related to performance and potential increase in Management Fee.

Response to Request for Application, E.1

Explanation of Corporate Structure and Charitable Intentions

Natural Care of New Haven, Inc. (“NCNH”), a Connecticut Nonstock Corporation, is seeking to open a Medical Marijuana Dispensary in full accordance with Connecticut General Statutes, Chapter 420f, Section 21a-408. NCNH’s mission is threefold: to provide our qualified patients with the highest quality medicine and care, to give back to our local community and those in need, and to operate securely and in full compliance with the laws of the State of Connecticut.

NCNH will donate 100% of its profits to causes vetted and approved by its Board of Directors. We have created NCNH as a Non-Stock Corporation with the intention of adding members, not stockholders, to our Board of Directors. We believe that this arrangement will promote a more collaborative and altruistic work environment with like-minded philanthropic individuals and entities. In particular, we will develop relationships with leaders of local cancer treatment centers as well as the nearby Veteran’s Hospital with the goal of optimizing NCNH’s charitable giving.

NCNH Management Services, LLC. (“Management Services”), a Connecticut Limited Liability Corporation, was formed as the management arm of NCNH. Management services will be responsible for providing NCNH with various services, including but not limited to: Start-Up, Design and Construction, Operations Management, and Employee Hiring and Training. By relieving NCNH of its management obligations through the creation of Management Services, NCNH’s charitable operations will be unencumbered by the stress of unrelated business management decisions. NCNH’s Board of Directors will instead be focused on its goal of maximizing the return of NCNH’s profits to its community.

We welcome feedback from the Department of Consumer Protection regarding our corporate structure. In the event that the DCP has concerns, we would consider amending our application as the State of Connecticut sees fit.



Natural Care of New Haven, Inc.

November 15, 2013

Department of Consumer Protection
Medical Marijuana Program
165 Capitol Avenue Room 145
Hartford, CT 06106-1630

Re: Dispensary Application Submission

Dear DCP Representative:

Thank you for the opportunity to submit our application for a Medical Marijuana Dispensary in the State of Connecticut. Natural Care of New Haven, Inc. ("NCNH") is eager to offer its products and services to help alleviate the pain and suffering of Connecticut residents who would most benefit from medicinal marijuana.

In support of NCNH's application, attached please find the following documentation:

- Completed Dispensary Facility License Information Form
- Completed Dispensary Facility Backer Information Form
- NCNH Business Summary and Board Advisory Committee (BAC) information
- Letter of Support from New Haven City Plan Department
- Security Plan and Proposal from Sonitrol Security Systems
- Resumes and Most Recent Tax Returns for Key Officers of NCNH
- Site Plan and Floor Plan for NCNH Dispensary
- Management Services Agreement
- Escrow Agreement Evidencing \$200,000 in available funds for the project
- Documentation from Key Officers evidencing over \$200,000 in additional funds for the project

Please note that this list is not exhaustive of the documentation that NCNH has submitted to the State in support of its application. Copies of the documentation above, as well as additional documentation, is contained in the Appendices to NCNH's application.

NCNH looks forward to assisting the department in any way we can during the application review period. Please feel free to contact me if you have any questions or concerns. I can be reached at (917) 848-7902.

Regards,

A handwritten signature in cursive script that reads "Paul A. Cappiali".

Paul Cappiali
Chief Executive Officer
Natural Care of New Haven, Inc.



Medical Marijuana Dispensary Facility License
Request for Application

Binder ____ of ____



Natural Care of New Haven, Inc.

Medical Marijuana Dispensary Facility License Request for Application

INDEX

Appendix A – Dispensary Facility License Information Form

Appendix B – Dispensary Facility Backer Information Form

Appendix C – Directors, Owners, Officers or Other High-Level Employees

Background Information Form (with supporting documentation) for:

- Paul Anthony Cappiali
- Andrew Jon Hoffman
- Jonathan Wade Ryckman
- William Francis Kakowski

Appendix D – Dispensary Facility Manager Information Form (with supporting documentation) for:

- William Francis Kakowski

Appendix E – Not Applicable – All NCNH backers have completed Appendix C and therefore Appendix E is not applicable.

Responses to Request for Application

A. Business Information of Applicant

1. See Appendix A (Dispensary Facility License Information Form)
2. See Appendix F (NCNH Business Summary)
3. See Appendix G (Dispensary Application Business Transaction Report)

B. Location and Site Plan

1. Dispensary Location: 130 Amity Road, Unit 330, Amity Plaza, New Haven, CT 06515
2. See Appendix H (NCNH, Inc. Certificate of Incorporation); Appendix I (Letter from New Haven City Plan Department)

Natural Care of New Haven, Inc.

Medical Marijuana Dispensary Facility License Request for Application

INDEX

3. See Appendix J (Landlord Letter of Intent)
4. See Appendix K (External Signage)
5. See Appendix L (Site Photographs)
6. See Appendix M (Site Plan)
7. See Appendix M (Site Plan)
8. See Appendix N (NCNH Floor Plans)

C. Proposed Business Plan

1. See Appendix O (Products Offered by NCNH)
2. See Appendix P (Services Offered by NCNH)
3. See Appendix Q (NCNH Security Plan)
4. See Appendix R (NCNH Accessibility)
5. See Appendix S (Air Treatment)
6. See Appendix T (Deliveries from Producers), Appendix Q (NCNH Security Plan)
7. See Appendix U (Employee Education Manual); Appendix U (Employee Code of Conduct Manual)
8. See Appendix Q (NCNH Security Plan); Appendix V (Sonitrol Proposal)

D. Proposed Marketing Plan

1. See Appendix W (NCNH Marketing Manual)

E. Financial Statements and Organizational Structure

1. See Appendix H (NCNH, Inc. Certificate of Incorporation); Appendix X (NCNH Management Services, LLC Articles of Organization); Appendix Y (Management Services Agreement); Appendix Z (Explanation of Corporate Structure and Charitable Intentions)
2. See Appendix AA (Organizational Chart); Appendix BB (Resumes of Paul Anthony Cappiali, Andrew Jon Hoffman, Jonathan Wade Ryckman and William Francis Kakowski)
3. See Appendix CC (Resume of Mark Choquette – Security Agent); Appendix DD (Resume of Andrew Hoffman – Manager of NCNH Information Security)
4. See Appendix EE (William Kakowski (Pharmacist) Employment Agreement); Appendix Y (Management Services Agreement)

Natural Care of New Haven, Inc.

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5. See Appendix FF (Promissory Note between NCNH, Inc. and Jonathan Wade Ryckman); Appendix GG (Escrow Agreement with Jonathan Wade Ryckman); Appendix HH (Verification of Funds for Andrew Jon Hoffman); Appendix II (Verification of Funds for Paul Cappiali)
6. Not Applicable – NCNH was formed on November 8, 2013 and has no financial transactions.
7. Not Applicable – NCNH was formed on November 8, 2013 and has no financial transactions.
8. See Appendix JJ (2012 Federal and State Tax Returns for Jonathan Wade Ryckman); Appendix KK (2012 Federal and State Tax Returns for Andrew Jon Hoffman); Appendix LL (2012 Federal and State Tax Returns for Paul Cappiali)

F. Bonus Points

1. Employee Working Environment Plan – NCNH will offer full healthcare benefits for all full-time employees.
2. Compassionate Need Plan – NCNH hopes to develop and implement a Compassionate Need Program and anticipates working closely with local cancer treatment centers and the VA Connecticut Healthcare System in West Haven, CT.
3. Research Plan – See Appendix MM (Research and Medicinal Effects Tracking)
4. Community Benefits Plan – See Appendix Z (Explanation of Corporate Structure and Charitable Intentions)
5. Substance Abuse Prevention – See Appendix U (Employee Education Manual, Substance Abuse Section)