

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

AUGUST 27, 2013

THOMAS J NICHOLAS  
379 QUARRY BROOK DR  
SOUTH WINDSOR, CT 06074

RE: Acceptance of Business Filing

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

Business Name:  
PRIME WELLNESS OF CONNECTICUT, LLC

Work Order Number: 2013253588-001  
Business Filing Number: [REDACTED]  
Type of Request: ARTICLES OF ORGANIZATION  
File Date/Time: AUG 27 2013 02:40 PM  
Effective Date/Time:  
Work Order Payment Received: 170.00  
Payment Received: 170.00  
Credit on Account: .00  
Customer Id: [REDACTED]  
Business Id: [REDACTED]

PATRICIA SHANAHAN  
Commercial Recording Division  
860-509-6003  
WWW.CONCORD.SOTS.CT.GOV

BUSINESS FILING REPORT

WORK ORDER NUMBER: 2013253588-001

BUSINESS FILING NUMBER: [REDACTED]

BUSINESS NAME:

PRIME WELLNESS OF CONNECTICUT, LLC

BUSINESS LOCATION:

379 QUARRY BROOK DRIVE  
SOUTH WINDSOR, CT 06074

MAILING ADDRESS:

379 QUARRY BROOK DRIVE  
SOUTH WINDSOR, CT 06074

MEMBER INFORMATION FOR ONE MEMBER:

NAME: THOMAS J. NICHOLAS  
TITLE: MANAGING MEMBER

\*\* END OF REPORT \*\*



**OPERATING AGREEMENT OF  
PRIME WELLNESS OF CONNECTICUT, LLC**

This Operating Agreement (the "Agreement") is entered into this first day of October, 2013 by Thomas J. Nicholas, of South Windsor, Connecticut; John P. Glowik, Jr. of Shrewsbury, Massachusetts; Kevin P. Murphy of Madison, Connecticut; (the "Initial Members") as follows:

**WITNESSETH:**

**WHEREAS**, the Initial Members desire to form and formulate a Limited Liability Company (the "Limited Company") under the Laws of the State of Connecticut;

**WHEREAS**, the Initial Members have executed the Articles of Organization attached hereto and made a part hereof; and

**WHEREAS**, said Articles of Organization have been filed with the Secretary of the State of Connecticut; and

**WHEREAS**, the Initial Members desire to activate said Limited Company by executing the following Operating Agreement; and

**NOW THEREFORE**, the following Operating Agreement shall be in full force and effect until amended according to the affirmative vote, approval or consent of at least a **MAJORITY** in interest of the Members of the Limited Company.

**SECTION 1.1 NAME**

The Name of the Limited Company is Prime Wellness of Connecticut, LLC. The Limited Company may do business under that name and under any other name or names upon which the Members agree. If the Limited Company does business under the name other than set forth in the Articles of Organization, then the Limited Company shall file a Trade Name Certificate as required by law.

**SECTION 1.2 PERIOD OF DURATION**

The term of the Limited Company began upon the endorsement of the Articles of Organization by the Connecticut Secretary of State and shall continue in existence perpetually until its existence is terminated pursuant to the provisions of this Agreement.

### **SECTION 1.3 REGISTERED OFFICE**

The principal office of the Limited Company shall be 379 Quarry Brook Drive, South Windsor, CT or at any other place upon which the Members agree.

### **SECTION 1.4 MAILING ADDRESS**

The mailing address of the Limited Company shall be 379 Quarry Brook Drive, South Windsor, CT 06074 or any other place upon which the Members agree.

### **SECTION 1.5 PURPOSE**

The purpose for which the Limited Company is organized to engage in any lawful act or activity for which the Limited Liability Companies may be formed under the Connecticut Limited Liability Company Act.

### **SECTION 1.6 STATUTORY AGENT**

The name of the Limited Company's Statutory Agent in the State of Connecticut shall be Thomas J. Nicholas, a residence address of 379 Quarry Brook Drive, South Windsor, CT .

### **SECTION 1.7 POWERS**

The powers, duties and obligations of the Limited Liability Company are to:

- A. Sue and be sued, complain and defend, and participate in administrative or other proceedings in its name;
- B. Sell, convey, assign, encumber, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets;
- C. Lend money to and otherwise assist its Members and employees, except as otherwise provided in the Operating Agreement;
- D. Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, share or other interests in, or obligations of, (i) other limited liability companies, (ii) domestic or foreign corporations, (iii) associations, (iv) general or limited partnerships, (v) individuals, or (vi) direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality or of any instrumentality of any of them;
- E. Make contracts and guarantees, incur liabilities, borrow money at such rates or interest as the Limited Company may determine, issue its notes, bonds, and other

obligations and secure any of its obligations by mortgage or pledge of all or any part of its property, franchises, and income;

F. Lend money for its proper purposes, invest and reinvest its funds, and take and hold real and personal property for the payment of funds so loaned or invested. To this end, the Limited Company may lend money to, or guarantee any obligations of, or otherwise assist any officer or other employee of the Limited Company or its subsidiary, including any officer or employee who is a Member of the Limited Company or its subsidiary, whenever, in the judgment of a two-thirds (2/3) of the interest of the Members, such loans, guaranty or assistance may reasonably be expected to benefit the Limited Company. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Members, shall unanimously approve, including, without limitation, a pledge of certificates of the Limited Company.

G. Conduct its business, carry on its operations, and have and exercise the powers herein set forth in any state, territory, district, or possession of the United States or in any foreign country;

H. Elect Managers and appoint agents of the Limited Company, define their duties and fix their compensation;

I. Make and alter operating agreements, not inconsistent with its Articles of Organization or with the laws of this State, for the administration and regulation of the affairs of the Limited Company;

J. Indemnify a Member or Manager or former Member or Manager of the Limited Company;

K. Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Limited Company is organized; and

L. Become a Member of a general partnership, limited partnership, joint venture, or similar association, or any other Limited Company.

**SECTION 2.1 MANAGEMENT**

A. The Limited Company's business and affairs shall be vested in its Members pursuant to the terms of this Agreement.

B. The names and addresses of the initial Members of the Limited Company are:

- (i) Thomas J. Nicholas, 379 Quarry Brook Drive, South Windsor, Connecticut 06074;
- (ii) John P. Glowik, Jr., 44 Independence Lane, Shrewsbury, Massachusetts 01545;
- (iii) Kevin P. Murphy, 70 Island Avenue, Madison, Connecticut 06443;

C. The percentage interest of ownership of each of the Initial Members is as follows:

- (i) Thomas J, Nicholas - 25.0%
- (ii) John P. Glowik, Jr. - 25.0 %
- (iii) Kevin P. Murphy - 50.0%

D. The business of the Limited Company shall be managed by its Members who may exercise all such powers of the Limited Company and do all such lawful acts and things as are not prohibited by statute or by the Articles of Organization or by this Agreement.

E. A Member of the Limited Company who is either present at a meeting of the Members at which action on any Limited Company matter is taken, or who is absent but has notice of such action by certified mail, shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by certified mail to the Secretary of the Limited Company immediately after the adjournment of the meeting or within seven (7) days after written notification of such action by certified mail. The objection shall be deemed made when mailed by certified mail. Such right to dissent shall not apply to a Member who voted in favor of such action.

F. An annual regular meeting of the Members shall be held in accordance with Section 3.3B of this Agreement.

G. Special meetings of the Members may be called by any Member in accordance with Section 3.4 of this Agreement.

H. At all meetings of the Members, a sixty percent (60%) interest in members of the Members shall constitute a quorum for the transaction of business. The act of sixty percent (60%) interest of Members present at any meeting at which there is a quorum shall be the act of the Members, except as may be otherwise specifically provided. If a quorum shall not be present at any meeting of the Members, the Members present thereafter may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

I. Unless otherwise restricted by the Articles of Organization or this Agreement, any action required or permitted to be taken at any meeting of the Members or of any committee thereof may be taken at any meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Members.

J. Members may participate in a Board meeting by means of a telephone conference call or similar communications equipment that enables all participants in the meeting to hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

K. No loans shall be contracted on behalf of the Limited Company and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of at least a sixty percent (60%) interest of all the Members. Such authority may be general or confirmed to specific instances.

L. No contract or transaction between the Limited Company and one or more of its Members, or between the Limited Company and any other limited company, partnership, association, or other organization in which one or more of its Members have a financial interest, shall be void or voidable solely for this reason, or solely because the Member is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for purposes, if:



(a) The material facts regarding his relationship or interest and regarding the contract or transaction are disclosed or are known to the Members and they in good faith authorize the contract or transaction by the affirmative votes of a majority in interest of the disinterested Members even though the disinterested Members be less than a quorum; or

(b) The material facts regarding his relationship, interest and regarding the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote or the Members; or

(c) The contract or transaction is fair as to the Limited Company as of the time it is authorized, approved or ratified by the Members.

Common or interested Members may be counted in determining the presence of a quorum at a meeting of the Members, which authorizes the contract or transaction.

#### **SECTION 2.2 APPORTIONMENT**

All management functions shall be held jointly by all of the then Members.

#### **SECTION 2.3 COMPENSATION**

The Members may pay compensation to any Member as they deem reasonable.

#### **SECTION 2.4 INDEMNIFICATION OF MEMBERS**

A. The Limited Company shall indemnify a Member against liability incurred in any proceeding against an individual made a party to the proceeding because he is or was a Member if: (i) he conducted himself in good faith; (ii) he reasonably believed: (a) in the case of conduct in his official capacity, that his conduct was in the Limited Company's best interest; or (b) in all other cases, that his conduct was at least not opposed to the Limited Company's best interest; and (iii) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

B. The Limited Company shall indemnify a Member of the Limited Company who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he was a party, against reasonable expenses incurred by him or her in connection with the proceeding.

C. A Member who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction.

D. The Limited Company shall pay for or reimburse the reasonable expenses incurred by a Member who is a party to a proceeding in advance of the final disposition of the proceeding if: (i) the Member furnishes the Limited Company a written affirmation of his good-faith belief that he has met the standard of conduct required; (ii) the Member furnishes the Limited Company a written undertaking, executed personally or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification.

E. Any indemnification of or advance of expenses to a Member in accordance with this section, if arising out of a proceeding by or on behalf of the Limited Company, shall be reported in writing to the Members with or before the notice of the next Members' meeting.

### **SECTION 3.1 MEMBERS**

A. New Members shall be admitted only on such terms and conditions as the Members shall determine by unanimous vote or written agreement.

B. Each Member shall have a voting interest which is proportional to his share of the profits as set forth in C. below.

C. Each Member shall have a share of the principal and income and profits and losses of the Limited Company as follows:

(i)	Thomas J. Nicholas	-	25.0%
(ii)	John P. Glowik, Jr.	-	25.0 %
(iii)	Kevin P. Murphy	-	50.0 %

### **SECTION 3.2 DISTRIBUTIONS**

A. Distributions may be declared by the Members at any regular or special meeting.

B. Before payment of any distribution, there shall be set aside out of any funds of the Limited Company available for distributions such sum or sums as the

Members from time to time in their absolute discretion, deem proper as a reserve or reserves to meeting contingencies, or for equalizing distributions, or for repairing or maintaining any property of the Limited Company, or for such other purpose as the Members shall think conducive to the interest of the Limited Company; and the Members may modify or abolish any such reserve in the manner in which is was created.

### **SECTION 3.3 MEETINGS OF MEMBERS**

A. Meeting of Members may be held at such place, either within or without this state, as may be stated in or fixed in accordance with this Operating Agreement. If no other place is stated or so fixed, all meeting shall be held at the registered office of the Limited Company.

B. An annual meeting of the Members shall be held on the 1<sup>st</sup> day of June each year at the office of the Limited Company or at any other place as agreed upon by the Members.

C. Special meetings of the Members may be called by any Member in accordance with Section 3.4 of this Agreement.

D. Whenever the vote of the Members is required or permitted to be taken for or in connection with any Limited Company action, by any provision of the statutes, the meeting and vote of Members may be dispensed with if all of the Members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to the Limited Company action taken.

### **SECTION 3.4 NOTICE**

A. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of any Member or person calling the meeting to each Member of record entitled to vote at such meeting.

B. Notice to Members, if mailed, shall be deemed delivered when deposited in the United States mail, addressed to the Member, with postage prepaid; but, if three successive letters mailed to the last known address of any Member are returned as undeliverable, no further notices to such Member shall be necessary until another address for such Member is made known to the Limited Company.

C. When a meeting is adjourned to another time or place, unless the Operating Agreement otherwise requires, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Limited Company transact any business, which might have been transacted at the original meeting. If the adjournment is for the more than thirty (30) days, a notice of the adjournment meeting shall be given to each Member entitled to vote at the meeting.

D. When any notice is required to be given to any Member of a Limited Company under the provisions of this Agreement or under the provisions of the Articles of Organization or the Operating Agreement of the Limited Company, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

E. By attending a meeting, a Member: (i) waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; (ii) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter it is presented.

### **SECTION 3.5 VOTING**

A. Subject to the provisions of this Agreement that requires majority or unanimous consent, vote, or agreement of the Members, the Operating Agreement may grant to all or a specified group of the Members the right to consent, vote or agree, on a per capita or other basis, upon any matter.

B. Unless the Operating Agreement provides otherwise, any Member may vote in person or by proxy.

C. Unless otherwise provided in the Operating Agreement, a three-fourths (3/4) interest of the Members entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of the majority of the Members in interest at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by this Agreement, the Articles of Organization, or the Operating Agreement. If

a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

**SECTION 3.6 ACTION BY MEMBERS WITHOUT A MEETING**

A. Unless the Articles of Organization or this Operating Agreement provides otherwise, action required or permitted by this Agreement to be taken at a Members' meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken and signed by each Member entitled to vote. Action taken under this subsection (A) is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

B. Written consent of the Members entitled to vote has the same force and effect as a unanimous vote of such Members and may be stated as such in any document.

**SECTION 4.1 INITIAL CAPITAL CONTRIBUTIONS**

Upon the execution of this Agreement, the parties shall contribute the following to the Company as their initial capital contributions:

Thomas J. Nicholas	-	\$2,500.00
John P. Glowik, Jr.	-	\$2,500.00
Kevin P. Murphy	-	\$5,000.00

**SECTION 4.2 ADDITIONAL CAPITAL CONTRIBUTIONS**

If, pursuant to this Agreement, those Members who hold a majority of the percentages, at any time or from time to time, determine that the Company requires additional Capital Contributions, then each Member shall contribute his share of additional Capital Contributions. A Member's share of the additional Capital Contributions shall be equal to the product obtained by multiplying the Members' Percentage and the total additional Capital Contributions which the Members require to be contributed during the term of this Agreement. Within thirty (30) days after the Members have determined the amount of additional Capital Contribution required, each Member shall pay the Member's share, in cash or by bank check to the Company.

**SECTION 4.3 NO INTEREST ON CAPITAL CONTRIBUTIONS**

Members shall not be paid interest on their Capital Contributions.

#### **SECTION 4.4 RETURN OF CAPITAL CONTRIBUTIONS**

Except as otherwise provided in this Agreement, no Member shall have the right to receive any return of any Capital Contribution.

#### **SECTION 4.5 CAPITAL ACCOUNTS**

A separate Capital Account shall be maintained for each Member.

#### **SECTION 5.1 TRANSFERS**

Unless there is unanimous written consent of all the Members in Interest, no Member may transfer all, or any portion of, or any interest or rights in, the Membership Interests owned by the Member, and no Interest Holder may transfer all, or any portion of, or any interest or rights in, any interest. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Interest or Interests in violation of the prohibition contained in this Section 5.1 shall be invalid, null and void, and of no force or effect. Any person to whom the Membership Interests are attempted to be transferred in violation of this Section 5.1 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Interests.

#### **SECTION 5.2 TRANSFERS TO MEMBERS**

Notwithstanding anything set forth in this Agreement to the contrary, any Member may at any time, and from time to time, transfer all, or any portion of, or any interest in rights in the Members Interest or Membership Interest to any other Members.

#### **SECTION 6.1 VOLUNTARY WITHDRAWAL**

No Member shall have the right or power to voluntarily withdraw from the Company without the written consent of the majority in interest of all the membership interests in the Company. Voluntary withdrawal means a Members disassociation with the Company by means other than a transfer or an Involuntary Withdrawal. No Member who voluntarily withdraws from the Limited Company shall be entitled to any payment for his interest in the Limited Company.

## **SECTION 6.2 INVOLUNTARY WITHDRAWAL**

A. A Member shall be disassociated with the Company if he involuntarily withdraws from it. Involuntary withdrawal means, with respect to any Member the occurrence of the events set forth in Connecticut General Statutes Section 34-180(a)(3)(A), and (a)(4)-(11).

B. Immediately upon the occurrence of an Involuntary Withdrawal, the Withdrawn Member, or the successor of the Withdrawn Member, if any, shall thereupon become an Interest Holder but shall no longer be, or shall not become a Member. The successor Interest Holder shall have the rights of an Interest Holder; however, in such event, neither the Withdrawn Member nor the successor Interest Holder shall be entitled to immediate payment for the Withdrawn Member's interest in the Company, but rather shall be subject to the transfer provisions set forth below.

## **SECTION 7.1 TRANSFER OF INTEREST IN EVENT OF INVOLUNTARY WITHDRAWAL**

A. Upon the occurrence of an Involuntary Withdrawal, the Members other than the Withdrawn Member ("Remaining Members") shall vote to either (i) dissolve the Company, or (ii) to purchase the Interest of the Withdrawn Member. If the Remaining Members elect to purchase the interest of the Withdrawn Member, the Withdrawn Member shall sell, all of the Membership Interest owned of record and beneficially by the Withdrawn Member (the "Withdrawal Interest") for a price equal to the Appraised Value of the Interest of the Withdrawing Member as the term is defined in Section 7.1.D. In the absence of an agreement among the Remaining Members, each Remaining Member shall purchase the Withdrawal Interest in the proportion that his respective Percentage bears to the total Percentages of all of the Remaining Members.

B. The Remaining Members, by written notice addressed to the withdrawn Member, shall fix a closing date (the "Closing Date") for the purchase. The Withdrawal Closing Date shall not be earlier than ten (10) days or later than one hundred fifty (150) days after the later of the date on which the Involuntary Withdrawal occurred or the date on which the Company received notice of the Involuntary Withdrawal.

C. The Withdrawal Purchase Price shall be paid in cash on the Withdrawal Closing Date, unless the Remaining Members elect prior to or on the Withdrawal Closing Date to pay the Withdrawal Purchase Price in installments. The Remaining Partners may elect to pay the Withdrawal Purchase Price in equal monthly installments for a term not to exceed ten (10) years. The Withdrawal Purchase Price in the event of an installment purchase shall be secured by the Promissory Note or Notes of the Remaining Members and shall bear interest at the fixed rate equal to the Prime Rate of Interest as of the date of Involuntary Withdrawal. Simultaneously with the payment of the Withdrawal Purchase Price or delivery of the Remaining Members' promissory note to evidence their respective obligations to pay the Withdrawal Purchase Price, the withdrawn Member shall execute and deliver to the Remaining Members those assignments and other instruments as may be reasonably required to vest in the Remaining Member all right, title and interest in and to the Withdrawal Interest, free and clear of all liens and encumbrances.

D. The term "Appraised Value" means the appraised value of the equity of the Company's assets as hereinafter provided. Within fifteen (15) days after demand by either one to the other, the company and the Withdrawn Member shall each appoint an appraiser to determine the value of the equity of the Company's assets. If the two appraisers cannot agree upon the equity value of the Company's assets, they shall each render a separate written report and shall appoint a third appraiser, who shall appraise the Company's Assets and determine the value of the equity therein, and shall render a written report of his opinion thereon. Each party shall pay the fees and other costs of the appraiser appointed by that party, and the fees and other costs of the third appraiser shall be shared equally by both parties.

E. The equity value contained in the aforesaid joint written report or written report of the third appraiser, as the case may be, shall be the Appraised Value; provided, however, that if the value of the equity contained in the appraisal report of the third appraiser is more than the higher of the first two appraisals, the higher of the first two appraisals shall govern; and provided, further, that if the value of the equity contained in the appraisal report of the third appraiser is less than the lower of the first two appraisals, the lower of the first two appraisals shall govern.



### **SECTION 8.1 EVENTS OF DISSOLUTION**

The Company shall be dissolved upon the happening of any of the following events:

A. Upon the written consent of sixty percent (60%) interest of the Members;  
or

B. The occurrence of an Involuntary Withdrawal, unless a majority of Percentages of the remaining Members, within ninety (90) days after the occurrence of the Involuntary Withdrawal, elect to continue the business of the Company pursuant to the terms of this Agreement.

### **SECTION 8.2 PROCEDURE OF WINDING UP**

If the Company is dissolved, the remaining Members shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in proportion to their respective Capital Accounts.

### **SECTION 9.1 AMENDMENT**

This Agreement may be altered or amended by vote of sixty percent (60%) interest in members at a regular meeting of the Members or at any special meeting of the Members if notice of such alteration or amendment be contained in the notice of such special meeting.

### **SECTION 10.1 EXECUTION IN COUNTERPART**

This Agreement may be executed in any number of counterparts, each of which shall be taken to be an original. Valid execution shall be deemed to have occurred when a signature page is executed by the Member in question.

### **SECTION 11.1 OPINION OF COUNSEL**

The doing of any act or the failure to do any act by any Member (the effect of which may cause or result in loss or damage to the Limited Company) if pursuant to opinion of legal counsemployed by the Member(s) on behalf of the Limited Company, shall not subject any Member to any liability.

### **SECTION 12.1 AGREEMENT BINDING**

This Agreement shall be binding upon the parties hereto and upon their heirs, executors, administrators, successors or assigns; and the parties hereto agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments in writing are or may become necessary or proper to carry out the purpose and intent of this Agreement.

### **SECTION 13.1 BANKING**

The Limited Company shall maintain a bank account or bank accounts in the Limited Company's name in a national or state bank in the State of Connecticut. Checks and drafts shall be drawn on the Limited Company's bank account for Limited Company purposes only and shall be signed by any Member.

### **SECTION 14.1 TITLE AND SUBTITLES**

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Limited Company agreement.

### **SECTION 15.1 RULES OF CONSTRUCTION**

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

### **SECTION 16.1 SEVERABILITY**

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts are deleted.

### **SECTION 17.1 EFFECTIVE DATE**

The Agreement shall be effective only upon execution by all of the proposed Members.

### **SECTION 18.1 WAIVER**

No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

**SECTION 19.1 APPLICABLE LAW**

This Agreement shall be subject to and governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this first day of October, 2013.

  
\_\_\_\_\_  
Thomas J. Nicholas - Member

\_\_\_\_\_  
John P. Glowik, Jr. - Member

\_\_\_\_\_  
Kevin P. Murphy - Member

STATE OF CONNECTICUT)

COUNTY OF HARTFORD ) SS. SOUTH WINDSOR

NOVEMBER 4, 2013

On this 4th day of Nov., 2013, before me, personally appeared, Thomas J. Nicholas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his own free act and deed.

Linda P. Hull
LINDA P. HULL
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2015

Commissioner of the Superior Court
NOTARY PUBLIC

STATE OF CONNECTICUT)

) SS.

, 2013

COUNTY OF HARTFORD )

On this day of , 2013, before me, personally appeared, , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his own free act and deed.

Commissioner of the Superior Court

STATE OF CONNECTICUT )

) SS.

, 2013

COUNTY OF )

On this day of , 2013, before me, personally appeared, , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her own free act and deed.

Commissioner of the Superior Court

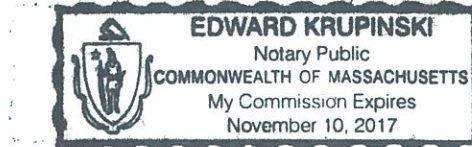
**SECTION 19.1 APPLICABLE LAW**

This Agreement shall be subject to and governed by the laws of the State of Connecticut.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals this first day of October, 2013.

\_\_\_\_\_  
Thomas J. Nicholas - Member

*John P. Glowik Jr.*  
\_\_\_\_\_  
John P. Glowik, Jr. - Member

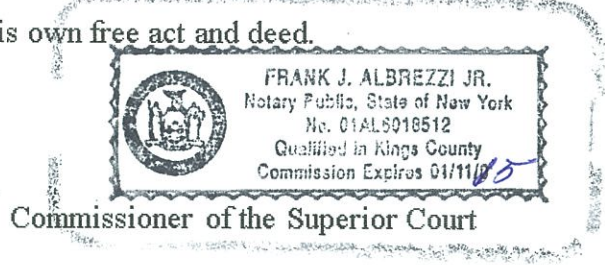


\_\_\_\_\_  
Kevin P. Murphy - Member



On this 5<sup>th</sup> day of Nov, 2013, before me, personally appeared, Kevin P. Murphy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his own free act and deed.

[Signature]



STATE OF CONNECTICUT )  
 ) SS. , 2013  
 COUNTY OF HARTFORD )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, personally appeared, \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his own free act and deed.

\_\_\_\_\_  
 Commissioner of the Superior Court

STATE OF CONNECTICUT )  
 ) SS. , 2013  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, personally appeared, \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her own free act and deed.

\_\_\_\_\_  
 Commissioner of the Superior Court

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

AUGUST 27, 2013

THOMAS J NICHOLAS  
379 QUARRY BROOK DR  
SOUTH WINDSOR, CT 06074

RE: Acceptance of Business Filing

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

Business Name:  
PRIME WELLNESS OF CONNECTICUT, LLC

Work Order Number: 2013253588-001  
Business Filing Number: [REDACTED]  
Type of Request: ARTICLES OF ORGANIZATION  
File Date/Time: AUG 27 2013 02:40 PM  
Effective Date/Time:  
Work Order Payment Received: 170.00  
Payment Received: 170.00  
Credit on Account: .00  
Customer Id: [REDACTED]  
Business Id: [REDACTED]

PATRICIA SHANAHAN  
Commercial Recording Division  
860-509-6003  
WWW.CONCORD.SOTS.CT.GOV



BUSINESS FILING REPORT

WORK ORDER NUMBER: 2013253588-001

BUSINESS FILING NUMBER: [REDACTED]

BUSINESS NAME:

PRIME WELLNESS OF CONNECTICUT, LLC

BUSINESS LOCATION:

379 QUARRY BROOK DRIVE  
SOUTH WINDSOR, CT 06074

MAILING ADDRESS:

379 QUARRY BROOK DRIVE  
SOUTH WINDSOR, CT 06074

MEMBER INFORMATION FOR ONE MEMBER:

NAME: THOMAS J. NICHOLAS  
TITLE: MANAGING MEMBER

\*\* END OF REPORT \*\*



**OPERATING AGREEMENT OF  
PRIME WELLNESS OF CONNECTICUT, LLC**

This Operating Agreement (the "Agreement") is entered into this first day of October, 2013 by Thomas J. Nicholas, of South Windsor, Connecticut; John P. Glowik, Jr. of Shrewsbury, Massachusetts; Kevin P. Murphy of Madison, Connecticut; (the "Initial Members") as follows:

**WITNESSETH:**

**WHEREAS**, the Initial Members desire to form and formulate a Limited Liability Company (the "Limited Company") under the Laws of the State of Connecticut;

**WHEREAS**, the Initial Members have executed the Articles of Organization attached hereto and made a part hereof; and

**WHEREAS**, said Articles of Organization have been filed with the Secretary of the State of Connecticut; and

**WHEREAS**, the Initial Members desire to activate said Limited Company by executing the following Operating Agreement; and

**NOW THEREFORE**, the following Operating Agreement shall be in full force and effect until amended according to the affirmative vote, approval or consent of at least a **MAJORITY** in interest of the Members of the Limited Company.

**SECTION 1.1 NAME**

The Name of the Limited Company is Prime Wellness of Connecticut, LLC. The Limited Company may do business under that name and under any other name or names upon which the Members agree. If the Limited Company does business under the name other than set forth in the Articles of Organization, then the Limited Company shall file a Trade Name Certificate as required by law.

**SECTION 1.2 PERIOD OF DURATION**

The term of the Limited Company began upon the endorsement of the Articles of Organization by the Connecticut Secretary of State and shall continue in existence perpetually until its existence is terminated pursuant to the provisions of this Agreement.

### **SECTION 1.3 REGISTERED OFFICE**

The principal office of the Limited Company shall be 379 Quarry Brook Drive, South Windsor, CT or at any other place upon which the Members agree.

### **SECTION 1.4 MAILING ADDRESS**

The mailing address of the Limited Company shall be 379 Quarry Brook Drive, South Windsor, CT 06074 or any other place upon which the Members agree.

### **SECTION 1.5 PURPOSE**

The purpose for which the Limited Company is organized to engage in any lawful act or activity for which the Limited Liability Companies may be formed under the Connecticut Limited Liability Company Act.

### **SECTION 1.6 STATUTORY AGENT**

The name of the Limited Company's Statutory Agent in the State of Connecticut shall be Thomas J. Nicholas, a residence address of 379 Quarry Brook Drive, South Windsor, CT .

### **SECTION 1.7 POWERS**

The powers, duties and obligations of the Limited Liability Company are to:

- A. Sue and be sued, complain and defend, and participate in administrative or other proceedings in its name;
- B. Sell, convey, assign, encumber, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets;
- C. Lend money to and otherwise assist its Members and employees, except as otherwise provided in the Operating Agreement;
- D. Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, share or other interests in, or obligations of, (i) other limited liability companies, (ii) domestic or foreign corporations, (iii) associations, (iv) general or limited partnerships, (v) individuals, or (vi) direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality or of any instrumentality of any of them;
- E. Make contracts and guarantees, incur liabilities, borrow money at such rates or interest as the Limited Company may determine, issue its notes, bonds, and other

obligations and secure any of its obligations by mortgage or pledge of all or any part of its property, franchises, and income;

F. Lend money for its proper purposes, invest and reinvest its funds, and take and hold real and personal property for the payment of funds so loaned or invested. To this end, the Limited Company may lend money to, or guarantee any obligations of, or otherwise assist any officer or other employee of the Limited Company or its subsidiary, including any officer or employee who is a Member of the Limited Company or its subsidiary, whenever, in the judgment of a two-thirds (2/3) of the interest of the Members, such loans, guaranty or assistance may reasonably be expected to benefit the Limited Company. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Members, shall unanimously approve, including, without limitation, a pledge of certificates of the Limited Company.

G. Conduct its business, carry on its operations, and have and exercise the powers herein set forth in any state, territory, district, or possession of the United States or in any foreign country;

H. Elect Managers and appoint agents of the Limited Company, define their duties and fix their compensation;

I. Make and alter operating agreements, not inconsistent with its Articles of Organization or with the laws of this State, for the administration and regulation of the affairs of the Limited Company;

J. Indemnify a Member or Manager or former Member or Manager of the Limited Company;

K. Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Limited Company is organized; and

L. Become a Member of a general partnership, limited partnership, joint venture, or similar association, or any other Limited Company.

**SECTION 2.1 MANAGEMENT**

A. The Limited Company's business and affairs shall be vested in its Members pursuant to the terms of this Agreement.

B. The names and addresses of the initial Members of the Limited Company are:

- (i) Thomas J. Nicholas, 379 Quarry Brook Drive, South Windsor, Connecticut 06074;
- (ii) John P. Glowik, Jr., 44 Independence Lane, Shrewsbury, Massachusetts 01545;
- (iii) Kevin P. Murphy, 70 Island Avenue, Madison, Connecticut 06443;

C. The percentage interest of ownership of each of the Initial Members is as follows:

- (i) Thomas J, Nicholas - 25.0%
- (ii) John P. Glowik, Jr. - 25.0 %
- (iii) Kevin P. Murphy - 50.0%

D. The business of the Limited Company shall be managed by its Members who may exercise all such powers of the Limited Company and do all such lawful acts and things as are not prohibited by statute or by the Articles of Organization or by this Agreement.

E. A Member of the Limited Company who is either present at a meeting of the Members at which action on any Limited Company matter is taken, or who is absent but has notice of such action by certified mail, shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by certified mail to the Secretary of the Limited Company immediately after the adjournment of the meeting or within seven (7) days after written notification of such action by certified mail. The objection shall be deemed made when mailed by certified mail. Such right to dissent shall not apply to a Member who voted in favor of such action.

F. An annual regular meeting of the Members shall be held in accordance with Section 3.3B of this Agreement.

G. Special meetings of the Members may be called by any Member in accordance with Section 3.4 of this Agreement.

H. At all meetings of the Members, a sixty percent (60%) interest in members of the Members shall constitute a quorum for the transaction of business. The act of sixty percent (60%) interest of Members present at any meeting at which there is a quorum shall be the act of the Members, except as may be otherwise specifically provided. If a quorum shall not be present at any meeting of the Members, the Members present thereafter may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

I. Unless otherwise restricted by the Articles of Organization or this Agreement, any action required or permitted to be taken at any meeting of the Members or of any committee thereof may be taken at any meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Members.

J. Members may participate in a Board meeting by means of a telephone conference call or similar communications equipment that enables all participants in the meeting to hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

K. No loans shall be contracted on behalf of the Limited Company and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of at least a sixty percent (60%) interest of all the Members. Such authority may be general or confirmed to specific instances.

L. No contract or transaction between the Limited Company and one or more of its Members, or between the Limited Company and any other limited company, partnership, association, or other organization in which one or more of its Members have a financial interest, shall be void or voidable solely for this reason, or solely because the Member is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for purposes, if:

(a) The material facts regarding his relationship or interest and regarding the contract or transaction are disclosed or are known to the Members and they in good faith authorize the contract or transaction by the affirmative votes of a majority in interest of the disinterested Members even though the disinterested Members be less than a quorum; or

(b) The material facts regarding his relationship, interest and regarding the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote or the Members; or

(c) The contract or transaction is fair as to the Limited Company as of the time it is authorized, approved or ratified by the Members.

Common or interested Members may be counted in determining the presence of a quorum at a meeting of the Members, which authorizes the contract or transaction.

#### **SECTION 2.2 APPORTIONMENT**

All management functions shall be held jointly by all of the then Members.

#### **SECTION 2.3 COMPENSATION**

The Members may pay compensation to any Member as they deem reasonable.

#### **SECTION 2.4 INDEMNIFICATION OF MEMBERS**

A. The Limited Company shall indemnify a Member against liability incurred in any proceeding against an individual made a party to the proceeding because he is or was a Member if: (i) he conducted himself in good faith; (ii) he reasonably believed: (a) in the case of conduct in his official capacity, that his conduct was in the Limited Company's best interest; or (b) in all other cases, that his conduct was at least not opposed to the Limited Company's best interest; and (iii) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

B. The Limited Company shall indemnify a Member of the Limited Company who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he was a party, against reasonable expenses incurred by him or her in connection with the proceeding.



C. A Member who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction.

D. The Limited Company shall pay for or reimburse the reasonable expenses incurred by a Member who is a party to a proceeding in advance of the final disposition of the proceeding if: (i) the Member furnishes the Limited Company a written affirmation of his good-faith belief that he has met the standard of conduct required; (ii) the Member furnishes the Limited Company a written undertaking, executed personally or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification.

E. Any indemnification of or advance of expenses to a Member in accordance with this section, if arising out of a proceeding by or on behalf of the Limited Company, shall be reported in writing to the Members with or before the notice of the next Members' meeting.

### **SECTION 3.1 MEMBERS**

A. New Members shall be admitted only on such terms and conditions as the Members shall determine by unanimous vote or written agreement.

B. Each Member shall have a voting interest which is proportional to his share of the profits as set forth in C. below.

C. Each Member shall have a share of the principal and income and profits and losses of the Limited Company as follows:

(i)	Thomas J. Nicholas	-	25.0%
(ii)	John P. Glowik, Jr.	-	25.0 %
(iii)	Kevin P. Murphy	-	50.0 %

### **SECTION 3.2 DISTRIBUTIONS**

A. Distributions may be declared by the Members at any regular or special meeting.

B. Before payment of any distribution, there shall be set aside out of any funds of the Limited Company available for distributions such sum or sums as the

Members from time to time in their absolute discretion, deem proper as a reserve or reserves to meeting contingencies, or for equalizing distributions, or for repairing or maintaining any property of the Limited Company, or for such other purpose as the Members shall think conducive to the interest of the Limited Company; and the Members may modify or abolish any such reserve in the manner in which is was created.

### **SECTION 3.3 MEETINGS OF MEMBERS**

A. Meeting of Members may be held at such place, either within or without this state, as may be stated in or fixed in accordance with this Operating Agreement. If no other place is stated or so fixed, all meeting shall be held at the registered office of the Limited Company.

B. An annual meeting of the Members shall be held on the 1<sup>st</sup> day of June each year at the office of the Limited Company or at any other place as agreed upon by the Members.

C. Special meetings of the Members may be called by any Member in accordance with Section 3.4 of this Agreement.

D. Whenever the vote of the Members is required or permitted to be taken for or in connection with any Limited Company action, by any provision of the statutes, the meeting and vote of Members may be dispensed with if all of the Members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to the Limited Company action taken.

### **SECTION 3.4 NOTICE**

A. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of any Member or person calling the meeting to each Member of record entitled to vote at such meeting.

B. Notice to Members, if mailed, shall be deemed delivered when deposited in the United States mail, addressed to the Member, with postage prepaid; but, if three successive letters mailed to the last known address of any Member are returned as undeliverable, no further notices to such Member shall be necessary until another address for such Member is made known to the Limited Company.

C. When a meeting is adjourned to another time or place, unless the Operating Agreement otherwise requires, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Limited Company transact any business, which might have been transacted at the original meeting. If the adjournment is for the more than thirty (30) days, a notice of the adjournment meeting shall be given to each Member entitled to vote at the meeting.

D. When any notice is required to be given to any Member of a Limited Company under the provisions of this Agreement or under the provisions of the Articles of Organization or the Operating Agreement of the Limited Company, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

E. By attending a meeting, a Member: (i) waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; (ii) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter it is presented.

### **SECTION 3.5 VOTING**

A. Subject to the provisions of this Agreement that requires majority or unanimous consent, vote, or agreement of the Members, the Operating Agreement may grant to all or a specified group of the Members the right to consent, vote or agree, on a per capita or other basis, upon any matter.

B. Unless the Operating Agreement provides otherwise, any Member may vote in person or by proxy.

C. Unless otherwise provided in the Operating Agreement, a three-fourths (3/4) interest of the Members entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of the majority of the Members in interest at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by this Agreement, the Articles of Organization, or the Operating Agreement. If

a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

**SECTION 3.6 ACTION BY MEMBERS WITHOUT A MEETING**

A. Unless the Articles of Organization or this Operating Agreement provides otherwise, action required or permitted by this Agreement to be taken at a Members' meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken and signed by each Member entitled to vote. Action taken under this subsection (A) is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

B. Written consent of the Members entitled to vote has the same force and effect as a unanimous vote of such Members and may be stated as such in any document.

**SECTION 4.1 INITIAL CAPITAL CONTRIBUTIONS**

Upon the execution of this Agreement, the parties shall contribute the following to the Company as their initial capital contributions:

Thomas J. Nicholas	-	\$2,500.00
John P. Glowik, Jr.	-	\$2,500.00
Kevin P. Murphy	-	\$5,000.00

**SECTION 4.2 ADDITIONAL CAPITAL CONTRIBUTIONS**

If, pursuant to this Agreement, those Members who hold a majority of the percentages, at any time or from time to time, determine that the Company requires additional Capital Contributions, then each Member shall contribute his share of additional Capital Contributions. A Member's share of the additional Capital Contributions shall be equal to the product obtained by multiplying the Members' Percentage and the total additional Capital Contributions which the Members require to be contributed during the term of this Agreement. Within thirty (30) days after the Members have determined the amount of additional Capital Contribution required, each Member shall pay the Member's share, in cash or by bank check to the Company.

**SECTION 4.3 NO INTEREST ON CAPITAL CONTRIBUTIONS**

Members shall not be paid interest on their Capital Contributions.

#### **SECTION 4.4 RETURN OF CAPITAL CONTRIBUTIONS**

Except as otherwise provided in this Agreement, no Member shall have the right to receive any return of any Capital Contribution.

#### **SECTION 4.5 CAPITAL ACCOUNTS**

A separate Capital Account shall be maintained for each Member.

#### **SECTION 5.1 TRANSFERS**

Unless there is unanimous written consent of all the Members in Interest, no Member may transfer all, or any portion of, or any interest or rights in, the Membership Interests owned by the Member, and no Interest Holder may transfer all, or any portion of, or any interest or rights in, any interest. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Interest or Interests in violation of the prohibition contained in this Section 5.1 shall be invalid, null and void, and of no force or effect. Any person to whom the Membership Interests are attempted to be transferred in violation of this Section 5.1 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Interests.

#### **SECTION 5.2 TRANSFERS TO MEMBERS**

Notwithstanding anything set forth in this Agreement to the contrary, any Member may at any time, and from time to time, transfer all, or any portion of, or any interest in rights in the Members Interest or Membership Interest to any other Members.

#### **SECTION 6.1 VOLUNTARY WITHDRAWAL**

No Member shall have the right or power to voluntarily withdraw from the Company without the written consent of the majority in interest of all the membership interests in the Company. Voluntary withdrawal means a Members disassociation with the Company by means other than a transfer or an Involuntary Withdrawal. No Member who voluntarily withdraws from the Limited Company shall be entitled to any payment for his interest in the Limited Company.

## **SECTION 6.2 INVOLUNTARY WITHDRAWAL**

A. A Member shall be disassociated with the Company if he involuntarily withdraws from it. Involuntary withdrawal means, with respect to any Member the occurrence of the events set forth in Connecticut General Statutes Section 34-180(a)(3)(A), and (a)(4)-(11).

B. Immediately upon the occurrence of an Involuntary Withdrawal, the Withdrawn Member, or the successor of the Withdrawn Member, if any, shall thereupon become an Interest Holder but shall no longer be, or shall not become a Member. The successor Interest Holder shall have the rights of an Interest Holder; however, in such event, neither the Withdrawn Member nor the successor Interest Holder shall be entitled to immediate payment for the Withdrawn Member's interest in the Company, but rather shall be subject to the transfer provisions set forth below.

## **SECTION 7.1 TRANSFER OF INTEREST IN EVENT OF INVOLUNTARY WITHDRAWAL**

A. Upon the occurrence of an Involuntary Withdrawal, the Members other than the Withdrawn Member ("Remaining Members") shall vote to either (i) dissolve the Company, or (ii) to purchase the Interest of the Withdrawn Member. If the Remaining Members elect to purchase the interest of the Withdrawn Member, the Withdrawn Member shall sell, all of the Membership Interest owned of record and beneficially by the Withdrawn Member (the "Withdrawal Interest") for a price equal to the Appraised Value of the Interest of the Withdrawing Member as the term is defined in Section 7.1.D. In the absence of an agreement among the Remaining Members, each Remaining Member shall purchase the Withdrawal Interest in the proportion that his respective Percentage bears to the total Percentages of all of the Remaining Members.

B. The Remaining Members, by written notice addressed to the withdrawn Member, shall fix a closing date (the "Closing Date") for the purchase. The Withdrawal Closing Date shall not be earlier than ten (10) days or later than one hundred fifty (150) days after the later of the date on which the Involuntary Withdrawal occurred or the date on which the Company received notice of the Involuntary Withdrawal.

C. The Withdrawal Purchase Price shall be paid in cash on the Withdrawal Closing Date, unless the Remaining Members elect prior to or on the Withdrawal Closing Date to pay the Withdrawal Purchase Price in installments. The Remaining Partners may elect to pay the Withdrawal Purchase Price in equal monthly installments for a term not to exceed ten (10) years. The Withdrawal Purchase Price in the event of an installment purchase shall be secured by the Promissory Note or Notes of the Remaining Members and shall bear interest at the fixed rate equal to the Prime Rate of Interest as of the date of Involuntary Withdrawal. Simultaneously with the payment of the Withdrawal Purchase Price or delivery of the Remaining Members' promissory note to evidence their respective obligations to pay the Withdrawal Purchase Price, the withdrawn Member shall execute and deliver to the Remaining Members those assignments and other instruments as may be reasonably required to vest in the Remaining Member all right, title and interest in and to the Withdrawal Interest, free and clear of all liens and encumbrances.

D. The term "Appraised Value" means the appraised value of the equity of the Company's assets as hereinafter provided. Within fifteen (15) days after demand by either one to the other, the company and the Withdrawn Member shall each appoint an appraiser to determine the value of the equity of the Company's assets. If the two appraisers cannot agree upon the equity value of the Company's assets, they shall each render a separate written report and shall appoint a third appraiser, who shall appraise the Company's Assets and determine the value of the equity therein, and shall render a written report of his opinion thereon. Each party shall pay the fees and other costs of the appraiser appointed by that party, and the fees and other costs of the third appraiser shall be shared equally by both parties.

E. The equity value contained in the aforesaid joint written report or written report of the third appraiser, as the case may be, shall be the Appraised Value; provided, however, that if the value of the equity contained in the appraisal report of the third appraiser is more than the higher of the first two appraisals, the higher of the first two appraisals shall govern; and provided, further, that if the value of the equity contained in the appraisal report of the third appraiser is less than the lower of the first two appraisals, the lower of the first two appraisals shall govern.

### **SECTION 8.1 EVENTS OF DISSOLUTION**

The Company shall be dissolved upon the happening of any of the following events:

A. Upon the written consent of sixty percent (60%) interest of the Members;  
or

B. The occurrence of an Involuntary Withdrawal, unless a majority of Percentages of the remaining Members, within ninety (90) days after the occurrence of the Involuntary Withdrawal, elect to continue the business of the Company pursuant to the terms of this Agreement.

### **SECTION 8.2 PROCEDURE OF WINDING UP**

If the Company is dissolved, the remaining Members shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in proportion to their respective Capital Accounts.

### **SECTION 9.1 AMENDMENT**

This Agreement may be altered or amended by vote of sixty percent (60%) interest in members at a regular meeting of the Members or at any special meeting of the Members if notice of such alteration or amendment be contained in the notice of such special meeting.

### **SECTION 10.1 EXECUTION IN COUNTERPART**

This Agreement may be executed in any number of counterparts, each of which shall be taken to be an original. Valid execution shall be deemed to have occurred when a signature page is executed by the Member in question.

### **SECTION 11.1 OPINION OF COUNSEL**

The doing of any act or the failure to do any act by any Member (the effect of which may cause or result in loss or damage to the Limited Company) if pursuant to opinion of legal counsemployed by the Member(s) on behalf of the Limited Company, shall not subject any Member to any liability.



### **SECTION 12.1 AGREEMENT BINDING**

This Agreement shall be binding upon the parties hereto and upon their heirs, executors, administrators, successors or assigns; and the parties hereto agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments in writing are or may become necessary or proper to carry out the purpose and intent of this Agreement.

### **SECTION 13.1 BANKING**

The Limited Company shall maintain a bank account or bank accounts in the Limited Company's name in a national or state bank in the State of Connecticut. Checks and drafts shall be drawn on the Limited Company's bank account for Limited Company purposes only and shall be signed by any Member.

### **SECTION 14.1 TITLE AND SUBTITLES**

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Limited Company agreement.

### **SECTION 15.1 RULES OF CONSTRUCTION**

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

### **SECTION 16.1 SEVERABILITY**

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts are deleted.

### **SECTION 17.1 EFFECTIVE DATE**

The Agreement shall be effective only upon execution by all of the proposed Members.

### **SECTION 18.1 WAIVER**

No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

**SECTION 19.1 APPLICABLE LAW**

This Agreement shall be subject to and governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this first day of October, 2013.

  
Thomas J. Nicholas - Member

\_\_\_\_\_  
John P. Glowik, Jr. - Member

\_\_\_\_\_  
Kevin P. Murphy - Member

STATE OF CONNECTICUT)

COUNTY OF HARTFORD ) SS. SOUTH WINDSOR

NOVEMBER 4, 2013

On this 4th day of Nov., 2013, before me, personally appeared, Thomas J. Nicholas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his own free act and deed.

Linda P. Hull
LINDA P. HULL
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2015

Commissioner of the Superior Court
NOTARY PUBLIC

STATE OF CONNECTICUT)

) SS.

, 2013

COUNTY OF HARTFORD )

On this day of , 2013, before me, personally appeared, , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his own free act and deed.

Commissioner of the Superior Court

STATE OF CONNECTICUT )

) SS.

, 2013

COUNTY OF )

On this day of , 2013, before me, personally appeared, , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her own free act and deed.

Commissioner of the Superior Court

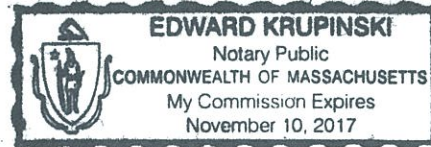
**SECTION 19.1 APPLICABLE LAW**

This Agreement shall be subject to and governed by the laws of the State of Connecticut.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals this first day of October, 2013.

\_\_\_\_\_  
Thomas J. Nicholas - Member

*John P. Glowik Jr.*  
\_\_\_\_\_  
John P. Glowik, Jr. - Member



\_\_\_\_\_  
Kevin P. Murphy - Member







November, 14<sup>th</sup> 2013

*Via Hand Delivery*

Department of Consumer Protection  
Drug Control Division - Medical Marijuana Program  
RFA #2013-109377  
165 Capitol Ave., Room 145  
Hartford, CT 06106  
Attn: William M. Rubenstein, Commissioner

Dear Mr. Rubenstein:

Prime Wellness of Connecticut, LLC (“Prime Wellness” ) is pleased to submit for your review and consideration an application for a medical marijuana dispensary facility license.

Prime Wellness recognizes the numerous stakeholders involved with this unique project, including but not limited to patients, law enforcement, the medical community, local and State government, and the general public. Given the economic climate, sensitive nature of the industry, and start-up character of the project, Prime Wellness was aware of the many challenges involved in opening a medical marijuana facility. In fairness to all stakeholders, Prime Wellness pledged to submit an application only if it was first able to secure in advance matters critical to the viability of a fledging enterprise in a challenging environment – i.e. adequate funding, experienced professionals, site control, etc.

Prime Wellness is proud to state that it did successfully secure such matters, and all stakeholders can feel confident that this application does not represent merely an “idea” based on speculative contingencies.

Although we are proud of the application submitted for your review, we are even more proud of the individuals who have committed themselves to Prime Wellness’ project and its mission and vision of being part of a process that will assist patients to help themselves reach a better quality of life through the availability of pharmaceutical grade medical marijuana and marijuana products; quality education and awareness, and outreach relating to such; trained and knowledgeable professionals and staff members; an atmosphere of compassion, understanding and pride; and proper safety, security and comfort measures.

Most respectfully submitted,

A handwritten signature in blue ink that reads "Thomas J. Nicholas".

Thomas J. Nicholas  
Chief Executive Officer



November, 14<sup>th</sup> 2013

*Via Hand Delivery*

Department of Consumer Protection  
Drug Control Division - Medical Marijuana Program  
RFA #2013-109377  
165 Capitol Ave., Room 145  
Hartford, CT 06106  
Attn: William M. Rubenstein, Commissioner

Dear Mr. Rubenstein:

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Thomas J. Nicholas  
Chief Executive Officer





APPLICATION FOR A  
MEDICAL MARIJUANA DISPENSARY  
FACILITY LICENSE

Prime Wellness of Connecticut, LLC  
*[www.primewellnessofct.com](http://www.primewellnessofct.com)*

Groton, Connecticut

## TABLE OF CONTENTS

<u>Tab</u>	<u>Quest.</u>	<u>Description</u>
1	<b>A</b>	<b>BUSINESS INFORMATION OF APPLICANT</b>
1	A1.	Dispensary Facility License Information Form
2	A2.	Qualifications, experience and industry knowledge
3	A3.	Financial statement detailing of all business transactions
4	<b>B</b>	<b>LOCATION AND SITE PLAN</b>
4	B1.	Location of the proposed dispensary facility
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11	B8 - b.	Square footage of the areas of the overall dispensary
11	B8 - c.	Square footage and location of areas to be used as storerooms or stockrooms
11	B8 - d.	Size of counter that will be used for selling marijuana
11	B8 - e.	Location of dispensary sink and refrigerator
11	B8 - f.	Location of approved safes or vaults that are to be used to store marijuana
11	B8 - g.	Location of the toilet facilities
11	B8 - h.	Location of break rooms and personal belonging lockers
11	B8 - i.	Location of patient counseling areas
11	B8 - j.	Location where any other products or services will be offered
11	B8 - k.	Location of all areas that may contain marijuana and marijuana products
12	<b>C</b>	<b>PROPOSED BUSINESS PLAN</b>
12	C1.	Description of all products intended to be offered
13	C2.	Description of all services to be offered

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14	C3.	Description of the process that the dispensary facility will take to ensure that access to the dispensary facility premises will be limited only to employees, qualifying patients and primary caregivers
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19	C8.	Description of processes or controls that will be implemented to prevent the diversion, theft or loss of marijuana
20	<b>D</b>	<b>PROPOSED MARKETING PLAN</b>
20	D1.	Marketing plan, web templates and educational materials
21	<b>E</b>	<b>FINANCIAL STATEMENT AND ORGANIZATION STRUCTURE</b>
21	E	Financial soundness and funding sources of the applicant; and appropriateness of credentials, training, qualifications, experience and other matters relating to applicant, backers and key personnel
22	E1.	Articles of incorporation, articles of association, charter, by-laws, and partnership agreements
23	E2.	Organizational chart and resumes
24	E3.	Name, title and resume of person who will be responsible for all information security requirements
25	E4.	Compensation agreements
26	E5.	Forms of indebtedness
27	E6.	Audited financial statements for the previous fiscal year or pro forma financials
28	E7.	Federal, state and foreign tax returns filed by the applicant
29	E8.	Federal, state and foreign tax returns filed by producer backers;
30	<b>F</b>	<b>BONUS POINT</b>
30	F1.	Employee Working Environment Plan
31	F2.	Compassionate Need Plan
32	F3.	Research Plan
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35	F6.	Environmental Plan

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- M. Compensation Agreements (Question E4)
- N. Terms of Outstanding Bonds, Loans, Mortgages, Pledges, Notes, Etc. (Question E5)
- O. Certified Financial Statement of Applicant Since in Existence (Question E6)
- P. Tax Returns of Applicant (Question E7)
- Q. Tax Returns of Producer Backer and Those in Section B of Appendix B (Question E8)
- Z. Safety and Security Plan (Appendix A, Section L)



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MEDICAL MARIJUANA DISPENSARY  
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# Medical Marijuana Program

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

E-mail: [dcp.mmp@ct.gov](mailto:dcp.mmp@ct.gov) • Website: [www.ct.gov/dcp/mmp](http://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 checked="" type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other: _____
2. Legal Name of Applicant: Prime Wellness of Connecticut, LLC						
3. Trade Name of Applicant:						
4. Applicant's Business Address: 379 Quarry Brook Drive						
5. City: South Windsor					6. State: CT	Zip Code: 06074
8. Daytime Telephone Number: (860) 644-9440				9. E-mail Address: t.j.nicholas@att.net		
10. Applicant's Mailing Address (if different than business address): Same as business					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: Thomas J. Nicholas	17. Primary Contact Title: CEO
18. Primary Contact E-mail Address: t.j.nicholas@att.net	19. Primary Contact Telephone Number: (860) 558-4935
20. OPTIONAL - Name of Alternate Contact: John P. Glowik, Jr.	21. Alternate Contact Title: Member
22. Alternate Contact E-mail Address: JG1973HC@aol.com	23. Alternate Contact Telephone Number: (508) 981-1687

Section C: Formation/Incorporation Information	
24. Date of Formation/Incorporation: 8/27/13	25. Place of Formation/Incorporation: South Windsor, CT
26. Registered with the Connecticut Secretary of State: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	27. Sale and Use Tax Permit Number: 60335015-001 Provide a copy of your Sale and Use Tax permit with your application. <i>see Attachment B</i>



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## Section D: Proposed Dispensary Facility Information

28. Proposed Dispensary Facility Address: 382 Gold Star Boulevard		29. City: Groton	
30. State: CT	31. Zip Code: 06340	32. Telephone Number:	33. Fax Number:
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license. <i>See attachment C</i>		35. Name of Property Owner: Windsor Plaza, Inc.	

## Section E: Business Association Information

36. Are you associated with any other dispensary facility license applicant or producer license applicant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the name of all applicants with whom you are associated. Attach additional pages if necessary.	
37. Applicant Name: Prime Wellness of Connecticut, LLC	38. Applicant Type: <input type="checkbox"/> Dispensary Facility <input checked="" type="checkbox"/> Producer
39. Applicant Name: Prime Wellness of Connecticut, LLC - South Windsor	40. Applicant Type: <input checked="" 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	9am	to	6pm
Tuesday	9am	to	6pm
Wednesday	9am	to	6pm
Thursday	9am	to	6pm
Friday	9am	to	7pm
Saturday	9am	to	5pm
Sunday		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	9am	to	6pm
Tuesday	9am	to	6pm
Wednesday	9am	to	6pm
Thursday	9am	to	6pm
Friday	9am	to	7pm
Saturday	9am	to	5pm
Sunday		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: N/A	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: Thomas J. Nicholas	48. Percentage of ownership 25%
John P. Glowik, Jr.	25%
Kevin P. Murphy	50%



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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:
Thomas Joseph Nicholas	CEO	Manage Operations
John P. Glowik, Jr.	Owner	Director
Kevin P. Murphy	CFO	Manage Finances
Algis T. Domeika	Dispensary Manager	Day to Day Operations

## 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:
	\$	
See attached expense item list with cost and	\$	
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: ISG Security	
56. Primary Security Company Address (including Apartment or Suite #): 1501 East Main Street	57. City: Meriden



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58. State: CT	59. Zip Code: 06450	60. Telephone Number: (866) 393-4474	61. Fax Number: (203) 440-4273
62. E-mail Address: <u>hazano@isgsecurity.com</u>			
63. Backup Security Company Name (if applicable): N/A			
64. Backup Security Company Address (including Apartment or Suite #):			65. City:
66. State:	67. Zip Code:	68. Telephone Number:	69. Fax Number:
70. E-mail Address:			
71. Attach a detailed description of the security plan to be offered by the security company or companies. Be sure to include a discussion of each of the required elements set forth in Section 21a-408-62 of the Regulations of Connecticut State Agencies. <u>See Attachment Z</u>			

## 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.**



# Medical Marijuana Program

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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:



*Thomas J. Nichols*

78. Date Signed:

November 12, 2013

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

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

79. Signature:



*Thomas J. Nichols*

80. Date Signed:

November 12, 2013



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## Appendix B

### Dispensary Facility Backer Information Form

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

#### Section A: Backer Information

1. Backer business type:

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

2. Legal Name of Backer:

Thomas J. Nicholas

3. Trade Name of Backer (if applicable):

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

379 Quarry Brook Drive

5. City:

South Windsor

6. State:

CT

7. Zip Code:

06074

8. Daytime Telephone Number:

(860) 644-9440

9. Fax Number:

(860) 644-9440

10. E-mail Address:

t.j.nicholas@att.net

#### 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):

Thomas Joseph Nicholas

12. Percentage of ownership

25%



# Medical Marijuana Program

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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 NY	14. Issue Date (month/year): 10/77 Expiration Date (month/year): 10/80	15. Type: Registered Nursing	16. Number: 299758
17. State CT	18. Issue Date (month/year): 11/79 Expiration Date (month/year): 09/96	19. Type: Registered Nursing	20. Number: 10.R32604

## 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.**





# Medical Marijuana Program

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## Section F: Criminal Background Check

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

26. Signature:



*Johna Michael*

27. Date Signed:

11/12/2013

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

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

28. Signature:



*Johna Michael*

29. Date Signed:

11/12/2013



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## Appendix C

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

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

#### Section A: Personal Information

1. Name (First, Middle, Last):  
Thomas Joseph Nicholas

2. Street Address (including Apartment or Suite #):  
379 Quarry Brook Drive

3. City: South Windsor

4. State:  
CT

5. Zip Code: 06074

6. Title: CEO

7. Telephone Number:  
(860) 558-4935

8. E-mail Address:  
t.j.nicholas@att.net

11. Gender:  
 Male  Female

#### Section B: Employment Information

12. Current or Most Recent Employer: 13.  
Sustainable Products, Inc.

Date of Employment:  
Start Date: 06/03/2003  
End Date: :

14. Employer Address (including Apartment or Suite #):  
379 Quarry Brook Drive

15. City: South Windsor

16. State:  
CT

17. Zip Code: 06074

18. Telephone Number:  
(860) 644-9440

19. Fax Number:  
(860) 644-9440

20. E-mail Address:  
t.j.nicholas@att.net

#### Section C: Pharmacy Business Experience

21. Do you have any experience controlling, managing, operating or working for a pharmacy?

Yes  No

22. Are you currently associated with a pharmacy in any state?

Yes  No

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

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



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## Section D: Marijuana Business Experience

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

Yes  No

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

Yes  No

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

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

## Section E: Other Relevant Business Experience

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

Yes  No

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

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

## Section F: Licenses, Permits and Registrations

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

29. State NY	30. Issue Date (month/year): 10/01/1977 Expiration Date (month/year): 10/01/1980	31. Type: Registered Nursing	32. Number: 299758
33. State CT	34. Issue Date (month/year): 11/79 Expiration Date (month/year): 09/96	35. Type: Registered Nursing	36. Number: 10.R32604



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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:

11/12/2013



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

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

44. Signature:



*Shano J. Nichols*

45. Date Signed:

11/12/2013



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## Appendix C

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

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

Section A: Personal Information			
1. Name (First, Middle, Last): <b>Algis T. Domeika</b>			
2. Street Address (including Apartment or Suite #): <b>53 Old Rod Road</b>			
3. City: <b>Colchester</b>		4. State: <b>CT</b>	5. Zip Code: <b>06415</b>
6. Title: <b>Dispensary Manager</b>	7. Telephone Number: <b>860-537-6401</b>	8. E-mail Address: <b>adomeika@comcast.net</b>	
[REDACTED]			11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information		
12. Current or Most Recent Employer: 13. <b>Walgreens Pharmacy #5407</b>		Date of Employment: Start Date: <b>09/15/1988</b> End Date: <b>:Present</b>
14. Employer Address (including Apartment or Suite #): <b>295 Main Street</b>		
15. City: <b>Manchester</b>		16. State: <b>CT</b> 17. Zip Code: <b>06040</b>
18. Telephone Number: <b>860-649-8747</b>	19. Fax Number: <b>860-649-9748</b>	20. E-mail Address: <b>rxm.05407@store.walgreens.com</b>

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



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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:	32. Number: PCT008592
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:

11/5/13





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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:

11/5/13



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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): <b>Algis T. Domeika</b>			
2. Home Address (including Apartment or Suite #): <b>53 Old Rod Road</b>		3. City: <b>Colchester</b>	
4. State: <b>CT</b>	5. Zip Code: <b>06415</b>	6. Date of Birth: [REDACTED]	7. Telephone Number: <b>860-537-6401</b>
8. Social Security Number: [REDACTED]		9. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	
10. E-mail Address: <b>adomeika@comcast.net</b>		11. Connecticut Pharmacist License Number: <b>PCT.008592</b>	

#### Section B: Employment Information

12. Current or Most Recent Employer: 13. <b>Walgreens Pharmacy #5407</b>		Date of Employment: Start Date: <b>09/15/1988</b> End Date: <b>: Present</b>	
14. Employer Address (including Apartment or Suite #): <b>295 Main Street</b>			
15. City: <b>Manchester</b>		16. State: <b>CT</b>	17. Zip Code: <b>06040</b>
18. Daytime Telephone Number: <b>860-649-8747</b>	19. Fax Number: <b>860-649-9748</b>	20. E-mail Address: <b>rxm.05407@store.walgreens.com</b>	

#### Section C: Pharmacy Business Experience

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



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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:



26. Date Signed:

11/5/13

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:



28. Date Signed:

11/5/13



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## Appendix B

### Dispensary Facility Backer Information Form

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

#### Section A: Backer Information

1. Backer business type:

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

2. Legal Name of Backer:

JOHN P. GLOWIK JR.

3. Trade Name of Backer (if applicable):

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

44 INDEPENDENCE LANE

5. City:

SHREWSBURY

6. State:

MA

7. Zip Code:

01545

8. Daytime Telephone Number:

(508) 981-1687

9. Fax Number:

(508) 925-5676

10. E-mail Address:

JG1973HC@AOL.COM

#### Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):	12. Percentage of ownership
JOHN P. GLOWIK JR.	25%
THOMAS J. NICHOLAS	25%
KEVIN P. MURPHY	50%



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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: SEE ATTACHED SHEET
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:



*John P. Glawich Jr.*

27. Date Signed:

11/05/2013

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:



*John P. Glawich Jr.*

29. Date Signed:

11/05/2013



# Medical Marijuana Program

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## Appendix C

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

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

#### Section A: Personal Information

1. Name (First, Middle, Last): JOHN P. GLOWIK JR.		
2. Street Address (including Apartment or Suite #): 44 INDEPENDENCE LANE		
3. City: SHREWSBURY	4. State: MA	5. Zip Code: 01545
6. Title:	7. Telephone Number: (508) 981-1687	8. E-mail Address: JG1973HC@AOL.COM
[REDACTED] Number:		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

#### Section B: Employment Information

12. Current or Most Recent Employer: 13. SELF EMPLOYED/RETIRED		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?  
 Yes  No

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

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

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



# Medical Marijuana Program

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## Section D: Marijuana Business Experience

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

Yes  No

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

Yes  No

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

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

## Section E: Other Relevant Business Experience

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

Yes  No

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

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

## Section F: Licenses, Permits and Registrations

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

29. State	30. Issue Date (month/year): Expiration Date (month/year):	31. Type:	32. Number: SEE ATTACHED SHEET
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:

11/05/2013



# Medical Marijuana Program

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

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

44. Signature:

*John P. Glawick Jr.*

45. Date Signed:

11/05/2013



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## Appendix B

### Dispensary Facility Backer Information Form

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

Section A: Backer Information						
1. Backer business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input checked="" type="checkbox"/> Other: <u>individual</u>
2. Legal Name of Backer: <b>Kevin P Murphy</b>						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): <b>70 Island Ave</b>						
5. City: <b>Madison</b>				6. State: <b>CT</b>	7. Zip Code: <b>06443</b>	
8. Daytime Telephone Number: <b>(917) 664-2913</b>		9. Fax Number:			10. E-mail Address: <b>kpmurphy50@gmail.com</b>	

Section B: Backer Members	
<p>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.</p> <p>Each member of a backer identified in response to this section must complete either:</p> <ul style="list-style-type: none"> <li>Appendix C if they are also a director, owner, officer or other high-level employee of the applicant; or</li> <li>Appendix E in all other instances.</li> </ul>	
11. Name (First, Middle, Last): <b>Kevin P Murphy</b>	12. Percentage of ownership <b>50</b>



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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 NY, CT	14. Issue Date (month/year): 07/87 Expiration Date (month/year):	15. Type: [REDACTED]	16. Number: [REDACTED]
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

## Section D: Legal Proceedings

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

## Section E: Criminal Actions

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

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



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## Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

11/5/13

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

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

28. Signature:



29. Date Signed:

11/5/13



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## Appendix C

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

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

Section A: Personal Information			
1. Name (First, Middle, Last): Kevin P Murphy			
2. Street Address (including Apartment or Suite #): 70 Island Ave			
3. City: Madison		4. State: CT	5. Zip Code: 06443
6. Title: owner	7. Telephone Number: (917) 664-2913	8. E-mail Address: kpmurphy50@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. Murphy Capital, LLC		Date of Employment: Start Date: 1/1/2013 End Date: :	
14. Employer Address (including Apartment or Suite #): 70 Island Ave			
15. City: Madison		16. State: CT	17. Zip Code: 06443
18. Telephone Number: (917) 664-2913	19. Fax Number:	20. E-mail Address: kpmurphy50@gmail.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"> <li>• The pharmacy name;</li> <li>• The pharmacy's location;</li> <li>• All titles and responsibilities held by you at the pharmacy, including the time frame for each;</li> <li>• The dates of your association with the pharmacy;</li> <li>• Whether you currently have a role at the pharmacy and, if not, when your involvement terminated and why; and</li> <li>• Whether the pharmacy was ever alleged to have violated the laws or regulations of the state in which it operates during the time period when you were associated with the pharmacy and, if so, how those allegations were resolved.</li> </ul>



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## Section D: Marijuana Business Experience

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

Yes  No

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

Yes  No

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

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

## Section E: Other Relevant Business Experience

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

Yes  No

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

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

## Section F: Licenses, Permits and Registrations

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

29. State	30. Issue Date (month/year): 07/87	31. Type:	32. Number:
NY, CT	Expiration Date (month/year):	[REDACTED]	
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:



43. Date Signed:

11/5/13





# Medical Marijuana Program

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

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

44. Signature:



45. Date Signed:

11/5/13



# STATE OF CONNECTICUT DEPARTMENT OF REVENUE SERVICES

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

Corr ID: 1300018551496  
Date: 11/05/2013

Dear Taxpayer:

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

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

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

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

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

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

Department of Revenue Services  
State of Connecticut  
25 Sigourney St Ste 2  
Hartford CT 06106-5032  
R603 (Rev. 07/09)

## Sales and Use Tax Permit



Use only at this location: Lic Nbr: 1055749

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

Date Issued	Expiration Date	Business Start Date	Connecticut Tax Registration Number
11/04/2013	12/31/2018	01/02/2014	60335015-001

PRIME WELLNESS OF CONNECTICUT LLC  
PRIME WELLNESS OF CONNECTICUT LLC  
379 QUARRY BROOK DR  
SOUTH WINDSOR CT 06074-3526

PRIME WELLNESS OF CONNECTICUT LLC  
PRIME WELLNESS OF CONNECTICUT LLC  
379 QUARRY BROOK DR  
SOUTH WINDSOR CT 06074-3526

Kevin B. Sullivan  
Commissioner of Revenue Services

**This license may not be transferred or assigned.**

**Section K: Financial Statement**

<b>52. Expense Item:</b>	<b>53. Cost:</b>	<b>54. Source of Funds</b>
HVAC and electrical renovations	84,000	LLC Membership
General Construction, buildout and labor	50,000	LLC Membership
Cameras / locked door entry/CCTV/Control/Security c	35,000	LLC Membership
Accounting software and related	22,000	LLC Membership
Point of Sale software and related items	19,000	LLC Membership
Furniture and display cases	15,000	LLC Membership
Servers, computers, printers	14,000	LLC Membership
Painting, finishes and flooring	10,000	LLC Membership
Safety items (eye wash, msd rack, ch closets)	10,000	LLC Membership
Safe and related items	10,000	LLC Membership
Gas generator	10,000	LLC Membership
<b>Total</b>	<b>279,000</b>	

for dispensary

# Appendix A, section k, #54

**Personal Financial Information**

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Names: Thomas J. & Ruyhe E. Nicholas

**Personal Financial Information**

As of the following date: 11-1-13

<b>ASSETS</b>	Ref
Cash on hand	1 \$
Checking accounts	2 88,978
Savings accounts	3 21,045
Money market accounts	4
U.S. savings bonds	5
U.S. Treasury securities	6
Certificates of deposit	7
Mutual funds	8
Brokerage accounts	9 1,795,552
Common and preferred stock	10
Corporate bonds	11
Municipal bonds	12
Priv. Equit Portf. fund	13 19,714
Loans receivable from relatives Wabaska mining LLC	14 94,020
Loans receivable from others Green Parrot mining	15 176,524
A/R Wabaska expenses on remitted	16 74,002
Cash surrender value of life ins	17 1,171,712
	18
Residence - primary	19 375,000
Residence - second / third	20 795,000
Rental property 120 victor Hwy PKY victor NY	21 645,000
Land held for investment	22
	23
Vehicles	24
	25
401-K	26
IRA - regular	27 465,332
IRA - Roth	28
Profit sharing plan	29
Pension plans	30
Medical savings accounts	31
Other deferred benefits	32
	33
	34
<b>TOTAL ASSETS</b>	<b>35 \$ 5,721,879</b>

<b>LIABILITIES</b>	Ref
Credit card balances	51 \$ 10,000
Loan on checking account	52
	53
Automobile loans	54 25,610
	55
	56
First mortgage loan balance	57
2nd mortgage/home equity loans	58
Land contract balance	59
	60
	61
Loans pertaining to investments	62
	63
Student loans	64
	65
Life insurance loan balance	66
	67
Other short-term loans	68
	69
Property taxes not current year	70
	71
Income taxes not current year	72
	73
<b>TOTAL LIABILITIES</b>	<b>74 \$ 35,610</b>

<b>MONTHLY INCOME (before tax)</b>	
Base salaries & wages	86 \$
Commissions & bonuses	87
Investment income	88
Annuities & pensions	89
Social security	90
	91
	92
<b>TOTAL MONTHLY INCOME</b>	<b>89 \$ 73,273</b>
Annual	

Net Worth - \$ 5,686,269

Appendix A, Section K #54

Personal Financial Information

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Names: JOHN P. GLOWIK JR.

Personal Financial Information

As of the following date: NOVEMBER 1, 2013

ASSETS	Ref
Cash on hand	1 \$
Checking accounts	2 39,448
Savings accounts	3
Money market accounts	4
U.S. savings bonds	5
U.S. Treasury securities	6
Certificates of deposit	7
Mutual funds	8
Brokerage accounts	9 589,082
Common and preferred stock	10 16,942
Corporate bonds	11
Municipal bonds	12
<u>PELT - PRIVATE STOCK</u>	13 250,000
Loans receivable from relatives	14
Loans receivable from others	15 8,300
<u>STRIKE ZONE</u>	16 32,500
Cash surrender value of life ins	17 641,890
	18
Residence - primary	19 850,000
Residence - second	20 8,750,000
Rental property	21 850,000
Land held for investment	22 55,000
	23
Vehicles	24 19,000
<u>LOANS - WABUSKAMINING</u>	25 154,000
401-K	26
IRA - regular	27
IRA - Roth	28
Profit sharing plan	29
Pension plans	30
Medical savings accounts	31
Other deferred benefits	32
	33
	34
<b>TOTAL ASSETS</b>	35 \$ 12,254,142

LIABILITIES	Ref
Credit card balances	51 \$ -
Loan on checking account	52 -
	53
Automobile loans	54 -
	55
	56
First mortgage loan balance	57 453,000
2nd mortgage/home equity loans	58
Land contract balance	59
	60
	61
Loans pertaining to investments	62 -
	63
Student loans	64
	65
Life insurance loan balance	66 -
	67
Other short-term loans	68
	69
Property taxes not current year	70 -
	71
Income taxes not current year	72 -
	73
<b>TOTAL LIABILITIES</b>	74 \$ 453,000

MONTHLY INCOME (before tax)	Ref
Base salaries & wages	86 \$
Commissions & bonuses	87
Investment income	88 99,000
Annuities & pensions	89
Social security	90
<u>DIVIDENDS + INTEREST</u>	91 8,400
	92
<b>TOTAL MONTHLY INCOME</b>	93 \$ 107,400
<b>ANNUAL</b>	

# Appendix A, Section K, #54

	1-Nov-13			Liquidity (90 days)
Amedica Series F sale	150,000.00	sale proceeds in 2 weeks		150,000.00
Maine Project	750,000.00	represents a 12.5% ownership (cost basis)		
Maine Project Loan	250,000.00	30% current pay		250,000.00
Amedica	14,188,743.00	est \$3.30 per		
Sisco & Berluti	50,000.00	\$400,000 commitment	i	
Murfield	69,515.00	as of June 2013		
Schwab	239,464.00	combination of Jom / Murphy		239,464.00
Fidelity IRA	7,258.00	cash in account		
Tandem Global LP (loan)	622,216.00			
Tandem Global LP	1,443,750.00			
Next Generation IRA	120,398.00	see amedica	j	
Wells Fargo Bank	596,709.00		c	55,998.00
Florida Condo	500,000.00			
M Blast	50,000.00			
Petro Capital	475,100.00	Fritz est 10/1/13	a	
Point Lookout	495,000.00	\$165,000 cost basis	f	
Mark Murphy Note	100,000.00	4% note (as of 1/1/13)		100,000.00
Peter O'Donnell Note	61,800.00	5% note		61,800.00
Exclusive Resorts	280,000.00		h	
PHG Funding	1,452,678.00	as of Oct 1, 2013 (12% payer)		
Car	70,000.00			
Bantam Live	3,500.00	final distribution due in the next 90 days		
Murphy Trust Life	44,000.00			
Sweitzer Loan	70,000.00	plus 6% interest for the yr.		70,000.00
SCS Realty	5,600,000.00	6% note / cost is \$1,100,000.	e	
620 Arnold Avenue	200,000.00		b	
loan to SCS Realty	250,000.00	8% current pay	d	
64 Island Avenue	375,000.00	purchased for \$800,000 / \$425,000 mort		
70 Island Avenue	1,173,227.00	house plus work thru 11/4/13		
Temme Mortgage	400,000.00			
Gate Tech	200,000.00			
Yclone	250,000.00			
ACC loan	325,000.00	12% interest (double)	g	
Tom Anderson Loan	15,000.00	12% for 6 mo.		
Hongblum Loan	275,000.00	12% interest for 6 mo		275,000.00
Gotham Tech Lab	100,000.00			
Pre paid rent 6 mo (thru 4/14)	63,000.00			
<b>Total</b>	<b>31,316,358.00</b>			<b>1,202,262.00</b>
<p>a. Own 426 shares in Eagle Ridge stock that is est between \$1000 to \$1200 per share. They are hoping for a sale in the next 12 to 18 months. I also have a small investment in Torqued Up, \$6500. I have placed a \$1100 stock price on ER and value the loan at T Up at \$6500.</p>				
<p>b. purchased distressed property and is now appraised at \$725,000. Current mortgage is &gt;&gt;&gt;&gt;</p>				
<p>c. combination of personal and KM Real Estate Hlds.</p>				
<p>d. original amt of the loan was \$700,000, \$450,000 repaid and \$250,000 remains outstanding.</p>				
<p>e. my original cost basis for SCS (40% ownership) was the \$1,100,000. Current mark on the property is \$12 - \$16 million. Part of the \$1.1 million is categorized as a loan. Mark is average of high and low numbers times 40% (\$14 million).</p>				
<p>f. cost basis is \$165,000. Company has received indications of interest to sell. 3x investment is a conservative mark.</p>				
<p>g. \$325,000 loan make at a 12% current pay and double the principal upon maturity in 9 months.</p>				
<p>h. the resale value of the ER membership if I leave the club (80% of initial payment to join)</p>				
<p>i. Commitment of \$400,000 for 30% of the company. Investment in the form of a conv pfd</p>				
<p>j. account holds Amedica pfd and cash of \$120,398</p>				

APPENDIX B, DISPENSARY BACKER INFORMATION FORM  
SECTION "C" INFORMATION

**T.J. Nicholas Ownership in Licensed Dialysis Facilities**

1. Enfield Dialysis Center, Inc. (lic. # **0157**) – 148 Hazard Avenue, Enfield, CT. Certified on 2/28/90 and sold to BMA of CT (FMC) effective 1-1-98 (lic. # 0247).
2. East Hartford Dialysis Center, Inc. (lic. # **0210**) – 200 Pitkin Street, East Hartford, CT. Certified on 2/4/94 and sold to BMA of CT (FMC) effective 1-1-98 (lic.# 0248).
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(I was the "Agent of Service" for the above companies)

6. Pioneer Valley Dialysis Center – 208 Ashley Avenue, W. Springfield, MA. Certified on 11/22/96 and sold to FMC effective 1-1-98.
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10. South Shore Dialysis (op. cert. # 2906202R) – 615 Peninsula Blvd. Hempstead, NY. Certified on 1/21/84, joined as owner in 1999, sold to DaVita in 2001.  
- 250 Pettit Avenue, Bellmore, NY. Certified on 1/21/84.
11. Eastview Dialysis Inc. (op. cert. # 3464201R) – 120 Victor Heights Parkway, Victor, NY. Certified on August 17, 1998. Sold to FMC 2011. I was agent of service for EDI.

APPENDIX B, DISPENSARY BACKER INFORMATION FORM  
SECTION "C" INFORMATION

**T.J. Nicholas Professional Licenses (Retired)**

1. New York State Registered Nursing License #299758 - Granted 10/21/77.
2. Connecticut Registered Nursing License # - 10.R32604 granted 11/27/79 valid through 9/30/96.

**Other licenses**

State of Connecticut Driver's license #094170763 expires 9-21-2015.



**DISPENSARY APPLICATION, APPENDIX "C"**  
**SECTION E, #28 INFORMATION**

**THOMAS J. NICHOLAS**

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379 QUARRY BROOK DRIVE  
SOUTH WINDSOR, CT 06074  
860.644.9440 - 860.558.4935  
T.J.NICHOLAS@ATT.NET

**EDUCATION**

Diploma in Professional Registered Nursing  
Ellis Hospital School of Nursing  
Schenectady, New York  
Graduated with Honors, 1977

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**PROFESSIONAL PROFILE**

**SUSTAINABLE PRODUCTS, INC. 2003 - PRESENT**

- Industrial Products Sales, Marketing and Distribution Company.
- Represented a Connecticut company's environmentally friendly product line of industrial lubricants and machining fluids to the machining and fabricating industry in the northeast.
- Represented a Capital Equipment Manufacturer in the machined parts finishing area.

**EASTVIEW DIALYSIS CENTER, INC. 1997 - 2011**

**EASTVIEW DIALYSIS PROPERTIES, INC. 1997 - PRESENT**

- President and CEO of out-patient dialysis facility operating business and properties management business both located at 120 Victor Heights Parkway, Victor, NY. 14564. I was a founding shareholder and participated as CEO in the day to day management of both companies.
- Eastview Dialysis Center provided out-patient dialysis treatments to @120 chronic renal failure patients and was licensed in all treatment modalities. The operations were carried out in an 8,600 sq. ft. building built expressly to serve the needs of the dialysis patients.
- The operating company was responsible for all operations and billing in excess of \$3M to Medicare and Medicaid for patient services on an annual basis. My involvement in Eastview Dialysis Inc. terminated when the company was sold to Fresenius Medical Care in 2011. I'm currently the President and CEO of Eastview Dialysis Properties, Inc. (EDPI). EDPI is currently negotiating on a Purchase and Sales agreement on the property which should close by mid November 2013.

**PRIME MEDICAL, INC. 1990 - 1997**

- As co-founder and fifty percent owner, operated a successful and well respected medical products sales and distribution company concentrating on dialysis products.
- Developed a medical water purification company called Prime Water. Prime Water engineered, designed, installed and serviced medical grade water purification systems for dialysis units and medical facilities in the eastern United States.
- My involvement in Prime Medical, Inc. terminated when the company was sold to Fresenius Medical Care in 1997.

**CONNECTICUT BASED DIALYSIS FACILITIES - 1991 - 2001**

- As President and CEO of five Connecticut based dialysis facilities (Enfield Dialysis, East Hartford Dialysis, Central CT Dialysis, Rocky Hill Dialysis and Middlesex Dialysis), I was responsible for operations and day to day management. Our facilities treated in excess of 450 patients on a three time per week basis. Each facility billed between two and four million dollars in annual patient services to Medicare under the ESRD program, Medicaid and private insurers on an annual basis
- Partner and board member in Connecticut businesses as well as ESRD facilities and related businesses in Massachusetts, New Hampshire and New York (12 total). **Please see attached facilities list with specifics.**
- **NO LICENSED MEDICAL FACILITY OR ANY BUSINESS WHERE I HAD CONTROL HAS EVER BEEN ALLEGED OR FOUND TO HAVE VIOLATED ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS DURING THE TIME PERIOD WHEN I WAS ASSOCIATED.**

### **NATIONAL MEDICAL CARE, INC. – 1981 – 1990**

- Northeast Area Manager responsible for sales and marketing of manufactured dialysis disposable products and systems to dialysis facilities in New York, New Jersey and New England.
- National Dialysis Sales Specialist Salesman of the year twice and Regional Salesman of the year four times.

### **PROFESSIONAL NURSING**

- Worked as an R.N./Orthopedic technician and Operating Room assistant in an Orthopedic Practice (Paulsen and Albano, PC) in Schenectady, N.Y. in 1977.
- Worked as an Operating Room Nurse at the Hermann Hospital in Houston, Texas in 1978-1979.
- Worked as an Operating Room Nurse at Hartford Hospital in Hartford, CT in 1980.

### **PROFESSIONAL SKILLS AND BUSINESS ACCOMPLISHMENTS**

My medical training and background has allowed me to be very successful during my adult working life. Moreover, the fact that I was trained as a Registered Nurse and have worked in both hospital and private medical businesses has given me a real appreciation and understanding of how to access and attend to the needs of clients and patients alike. We formed a number of dialysis operating businesses with physicians as partners (being mindful of Stark and safe harbors laws).

As President and CEO of six individual dialysis companies in two states, I participated in all aspects of the business from formation to site location and development to regulatory application and day to day operation. I was agent of service for all six companies. I was personally vetted by both state health departments in the states where we operated and the federal government as a billing agency to Medicare and Medicaid.

DISPENSARY APPLICATION, APPENDIX "C"  
SECTION "F" INFORMATION

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DISPENSARY APPLICATION, APPENDIX "C"  
SECTION "F" INFORMATION

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2. Connecticut Registered Nursing License # - 10.R32604 granted 11/27/79 valid through 9/30/96.

**Other licenses**

State of Connecticut Driver's license #094170763 expires 9-21-2015.



**Connecticut Multispecialty Group, P.C.**  
*Leaders in Integrated Medical Care*

To: Commissioner William M. Rubenstein

Department of Consumer Protection, Medical Marijuana Program

165 Capitol Avenue, Hartford, CT 06106

**RE: Thomas Nicholas**

Date: October 30<sup>th</sup>, 2013

Dear Commissioner;

The purpose of this letter is a personal character reference for Mr. Thomas Nicholas, supporting his application to the State of Connecticut, Department of Consumer Protection, for the operation and management of a medical marijuana program by PrimeWellness of CT, LLC.

I have known Mr. Nicholas for over twenty years in several capacities; First as a colleague, and subsequently as a friend and his personal physician. Our relationship began around 1995 when I functioned as Medical Director of the East Hartford Dialysis Center, owned by Prime Medical where Mr. Nicholas served as CEO. During my tenure I was able to witness first hand, his decision making and his interactions with employee's, staff and patients. In every encounter he was always extremely professional, level headed, and fair. Business decisions never interfered with the provision of the highest quality of health care. While running a highly efficient and complex health care facility (dialysis facility) he maintained an excellent rapport with all those around him and created an environment of comfort. As the years went on, I benefited from getting to know him even more intimately and have only the highest praises for his character, integrity and trustworthiness. He is a responsible business man, community minded, and dedicated to family. I have no reservations in supporting in supporting his application.

Sincerely,

Jeffrey M. Laut, MD

Connecticut Multispecialty Group, Division of Nephrology  
Assistant Clinical Professor of Medicine, University of Connecticut School of Medicine

**Division of Nephrology  
and Internal Medicine**

Scott M. Benson, D.O.  
Matthew D. Carley, M.D.  
Timothy M. Curley, D.O.  
John F. D'Avella, M.D.  
Maria Everhart-Caye, M.D.  
Lavina Gagnon, PA-C  
Rashma Jhunja, M.D.  
Jeffrey M. Laut, M.D.  
Terrence F. Oder, M.D.  
Jarrod B. Post, M.D.  
Joseph U. Singh, M.D.  
Kory A. Tray, M.D.  
John S. Wisniewski, M.D.  
Xiaoyi Ye, M.D.

85 Seymour Street, Suite 900  
Hartford, Connecticut 06106  
860 241-0700  
Fax: 860 525-7881

1260 Silas Deane Highway  
Wethersfield, Connecticut 06109

100 Simsbury Road, Suite 206  
Avon, Connecticut 06001

533 Cottage Grove Road  
Bloomfield, Connecticut 06002

**ACCESS CENTER**

3580 Main Street  
Hartford, Connecticut 06120  
860 5-ACCESS (860-522-2377)  
Fax: 860 727-1200

## Algis T. Domeika

### Appendix C; Section C: Pharmacy Business Experience

- 1997 – 1998: Pharmacy Manager
  - Walgreens #1873
  - 138 Heights Rd. Darien, CT 06820
- 1998 – 2000: Pharmacy Manager
  - Walgreens #5723
  - Main Street, Bridgeport, CT 06606 (now moved to North Avenue)
- 20001-2004: Pharmacy Manager
  - Walgreens #3359
  - 1606 Barnum Avenue, Stratford, CT 06614
- 2004 – 2005: Pharmacy Manager
  - Walgreens #1835
  - 740 Villa Avenue, Fairfield, CT 06825
- 2005 – 2008: Pharmacy Manager
  - Walgreens #2976
  - 399 West Main Street, Norwich, CT 06360
- 2008 – 2009: Pharmacy Manager
  - Walgreens #6654
  - 149 Deming Street, Manchester, CT 06040
- 2009 – Present
  - Walgreens #5407
  - 295 Main Street, Manchester, CT 06040

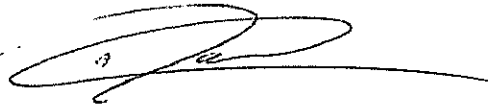
### Responsibilities for each location

- Oversee pharmacy operations
- Ensure proper licensure
- Customer service
- Train pharmacists, interns, and technicians
- Inventory control
- Responsible for hiring new staff
- Mentor for intern program for several pharmacy schools
- Pharmacist duties, including accurately checking and filling prescriptions, providing immunization services, and counseling
- Scheduling
- Building business relationships in the community

Changes of locations were due to promotion or due to family moving to another part of the state.

None of the pharmacies I have managed have been alleged to have violated any laws or regulations of the State of Connecticut.

Algis T. Domeika

A handwritten signature in black ink, appearing to read 'Algis T. Domeika', with a long horizontal flourish extending to the right.

## Algis T. Domeika

### Appendix D; Section C: Pharmacy Business Experience

- 1992 – 1996: Pharmacy Intern
  - Multiple Walgreens Pharmacy locations
- 1996: District Pharmacist
  - Floating pharmacist for multiple Walgreens Pharmacy locations in the Fairfield/New Haven County area
- 1996 – 1997: Staff Pharmacist
  - Walgreens #1873
  - 138 Heights Rd. Darien, CT 06820
- 1997 – 1998: Pharmacy Manager
  - Walgreens #1873
  - 138 Heights Rd. Darien, CT 06820
- 1998 – 2000: Pharmacy Manager
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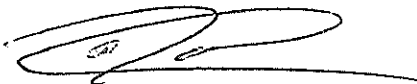
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APPENDIX B, DISPENSARY BACKER  
INFORMATION FORM  
SECTION "C" INFORMATION

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12. Capital District Dialysis Center – 650 McClellan Street, Schenectady, NY. Certified on 9/30/88, joined as owner in 1990, sold to FMC in 2006.
13. Albany Dialysis Center - 64 Albany Shaker Road, Albany, NY. Certified on 6/30/83, joined as owner in 1991 and sold to FMC in 2006.

14. Albany Regional Kidney Center – 2 Clara Barton Drive, Albany, NY. Certified on 6/30/83, joined as owner in 1993, sold to FMC in 2006.

15. Amsterdam Dialysis Center – 1810 Riverfront Center, Amsterdam, NY. Certified on 8/14/98 and sold to FMC in 2006.

\* I was “Agent of Service” on facilities # 6, 7 and 8 above.

DISPENSARY APPLICATION, APPENDIX "C"  
SECTION E, #28 INFORMATION

RELEVANT BUSINESS EXPERIENCE

PLEASE REVIEW THE ATTACHED SHEET FOR SECTION E, WHICH DESCRIBES THE DIALYSIS BUSINESSES, LOCATIONS, TITLES AND TIME FRAMES WHEN I WAS ASSOCIATED WITH THOSE COMPANIES. I WAS INVOLVED OPERATING, MANAGING AND CONTROLLING THE VARIOUS BUSINESSES IN THE RENAL HEALTHCARE SECTOR FOR OVER TWO DECADES. WE OPERATED WITHIN THE STRICT PARAMETERS FROM THE DEPARTMENTS OF HEALTH IN THE STATES OF CONNECTICUT, MASSACHUSETTS, NEW HAMPSHIRE AND NEW YORK. MOST PROBABLY THE TOUGHEST, REGULATED STATES FOR HEALTHCARE.

OUR FACILITIES SERVED THOUSANDS OF PATIENTS OVER THE YEARS, WITHOUT EVER VIOLATING ANY LAWS OR REGULATIONS. WE CONSTANTLY RECEIVED HIGH MARKS FOR CARE OF THE PATIENTS AND VERY LOW MORBIDITY RATES. IT IS A TESTIMONY OF LEADING A VERY DETAILED MEDICAL BUSINESS IN THE PROPER, PROFESSIONAL WAY.

THIS LEADS ME TO DO THE SAME WITH MY PARTNER, TOM NICHOLAS, FOR OVER TWO DECADES IN THIS NEW EXCITING FIELD OF MEDICINAL MARIJUANA IN THE STATE OF CONNECTICUT. TO HELP OVERSEE, CONSULT AND IMPLEMENT THE BUSINESS PLAN FROM YEARS OF ACTUAL EXPERIENCE IN THE REGULATED, HEALTHCARE INDUSTRY THROUGHOUT THE NORTHEAST.

FROM KNOWING YOUR PATIENT BASE FROM DEMOGRAPHICS, TO PERSONNEL ISSUES, BILLING CONCERNS, STRUCTURAL MAINTENANCE AND OVERALL HEALTHY FINANCIAL MODELING, MY EXPERIENCE WILL BE VERY REVELANT TO THE SUCCESS OF PRIME WELLNESS OF CONNECTICUT.

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\* I was “Agent of Service” on facilities # 6, 7 and 8 above.

## **Kevin P. Murphy**

Kevin Murphy is the Managing Member of Murphy Capital, LLC. Murphy Capital is engaged in the invest management of private and public companies for the benefit of his family and his philanthropic interests. In 2010 Kevin played a key role in the financing and strategic direction of the largest producer of medical marijuana in the State of Maine (Wellness Connection of Maine). Kevin currently is an active participant in guiding the entity with vision, insights and fiscal advise, making WCM the dominant player in the Maine cannabis arena, catering to the patients of the state.

Kevin Murphy was a Founding Member and Managing Partner of Tandem Global Partners, LLC. Kevin, along with Joseph Petri and other seasoned professionals, started the firm in 2007. These entrepreneurs and their vision formed the foundation of Tandem Global Partners.

Kevin has had a highly successful career in the New York money management business and is a well-respected member of the financial community amongst his peers. He is a consummate professional and has been instrumental in growing companies from inception to billion dollar money management firms. Prior to launching Tandem Global Partners, Kevin was a Managing Partner at Stanfield Capital Partners. While at Stanfield, he was instrumental in growing the company from inception to a \$30 billion alternative money management firm. He was a member of the Operating and Management team that oversaw all aspects of Stanfield's business, which included risk management, sales and distribution, client services, legal, compliance and operations. Kevin was integral in spearheading the strategic development of the firm and responsible for attracting key personnel and money management talent. Kevin has previously worked with Gleacher NatWest (Partner and Director of Marketing), Schrodgers (Sr. VP of Sales), Lazard Freres (VP) and Cantor Fitzgerald (VP).

Kevin possesses a strong commitment to his profession as well as family and community ties. He serves on the Board for the St. Benedict Joseph Medical Center in Honduras. In addition, he has been a generous supporter of a variety of charities and has helped many individuals launch and achieve their career goals.



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## Appendix A Dispensary Facility License Information Form

Section A: Business Information						
1. Applicant business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other: _____
2. Legal Name of Applicant: Prime Wellness of Connecticut, LLC						
3. Trade Name of Applicant:						
4. Applicant's Business Address: 379 Quarry Brook Drive						
5. City: South Windsor					6. State: CT	Zip Code: 06074
8. Daytime Telephone Number: (860) 644-9440				9. E-mail Address: t.j.nicholas@att.net		
10. Applicant's Mailing Address (if different than business address): Same as business					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: Thomas J. Nicholas	17. Primary Contact Title: CEO
18. Primary Contact E-mail Address: t.j.nicholas@att.net	19. Primary Contact Telephone Number: (860) 558-4935
20. OPTIONAL - Name of Alternate Contact: John P. Glowik, Jr.	21. Alternate Contact Title: Member
22. Alternate Contact E-mail Address: JG1973HC@aol.com	23. Alternate Contact Telephone Number: (508) 981-1687

Section C: Formation/Incorporation Information	
24. Date of Formation/Incorporation: 8/27/13	25. Place of Formation/Incorporation: South Windsor, CT
26. Registered with the Connecticut Secretary of State: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	27. Sale and Use Tax Permit Number: 60335015-001 Provide a copy of your Sale and Use Tax permit with your application. <i>see Attachment B</i>





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## Section D: Proposed Dispensary Facility Information

28. Proposed Dispensary Facility Address: 382 Gold Star Boulevard		29. City: Groton	
30. State: CT	31. Zip Code: 06340	32. Telephone Number:	33. Fax Number:
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license. <i>See attachment C</i>		35. Name of Property Owner: Windsor Plaza, Inc.	

## Section E: Business Association Information

36. Are you associated with any other dispensary facility license applicant or producer license applicant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the name of all applicants with whom you are associated. Attach additional pages if necessary.	
37. Applicant Name: Prime Wellness of Connecticut, LLC	38. Applicant Type: <input type="checkbox"/> Dispensary Facility <input checked="" type="checkbox"/> Producer
39. Applicant Name: Prime Wellness of Connecticut, LLC - South Windsor	40. Applicant Type: <input checked="" 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	9am	to	6pm
Tuesday	9am	to	6pm
Wednesday	9am	to	6pm
Thursday	9am	to	6pm
Friday	9am	to	7pm
Saturday	9am	to	5pm
Sunday		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	9am	to	6pm
Tuesday	9am	to	6pm
Wednesday	9am	to	6pm
Thursday	9am	to	6pm
Friday	9am	to	7pm
Saturday	9am	to	5pm
Sunday		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: N/A	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: Thomas J. Nicholas	48. Percentage of ownership 25%
John P. Glowik, Jr.	25%
Kevin P. Murphy	50%



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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:
Thomas Joseph Nicholas	CEO	Manage Operations
John P. Glowik, Jr.	Owner	Director
Kevin P. Murphy	CFO	Manage Finances
Algis T. Domeika	Dispensary Manager	Day to Day Operations

## 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:
	\$	
See attached expense item list with cost and	\$	
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: ISG Security	
56. Primary Security Company Address (including Apartment or Suite #): 1501 East Main Street	57. City: Meriden



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58. State: CT	59. Zip Code: 06450	60. Telephone Number: (866) 393-4474	61. Fax Number: (203) 440-4273
62. E-mail Address: hazano@isgsecurity.com			
63. Backup Security Company Name (if applicable): N/A			
64. Backup Security Company Address (including Apartment or Suite #):			65. City:
66. State:	67. Zip Code:	68. Telephone Number:	69. Fax Number:
70. E-mail Address:			
71. Attach a detailed description of the security plan to be offered by the security company or companies. Be sure to include a discussion of each of the required elements set forth in Section 21a-408-62 of the Regulations of Connecticut State Agencies. <i>See Attachment Z</i>			

## 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:



*Thomas J. Nichols*

78. Date Signed:

November 12, 2013

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

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

79. Signature:



*Thomas J. Nichols*

80. Date Signed:

November 12, 2013



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## Appendix B

### Dispensary Facility Backer Information Form

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

#### Section A: Backer Information

1. Backer business type:

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

2. Legal Name of Backer:

Thomas J. Nicholas

3. Trade Name of Backer (if applicable):

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

379 Quarry Brook Drive

5. City:

South Windsor

6. State:

CT

7. Zip Code:

06074

8. Daytime Telephone Number:

(860) 644-9440

9. Fax Number:

(860) 644-9440

10. E-mail Address:

t.j.nicholas@att.net

#### 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):

Thomas Joseph Nicholas

12. Percentage of ownership

25%



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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 NY	14. Issue Date (month/year): 10/77 Expiration Date (month/year): 10/80	15. Type: Registered Nursing	16. Number: 299758
17. State CT	18. Issue Date (month/year): 11/79 Expiration Date (month/year): 09/96	19. Type: Registered Nursing	20. Number: 10.R32604

## 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:



*Johna Michael*

27. Date Signed:

11/12/2013

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

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

28. Signature:



*Johna Michael*

29. Date Signed:

11/12/2013





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

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

### Section A: Personal Information

1. Name (First, Middle, Last): Thomas Joseph Nicholas		
2. Street Address (including Apartment or Suite #): 379 Quarry Brook Drive		
3. City: South Windsor	4. State: CT	5. Zip Code: 06074
6. Title: CEO	7. Telephone Number: (860) 558-4935	8. E-mail Address: t.j.nicholas@att.net
[REDACTED]		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

### Section B: Employment Information

12. Current or Most Recent Employer: 13. Sustainable Products, Inc.		Date of Employment: Start Date: 06/03/2003 End Date: :	
14. Employer Address (including Apartment or Suite #): 379 Quarry Brook Drive			
15. City: South Windsor		16. State: CT	17. Zip Code: 06074
18. Telephone Number: (860) 644-9440	19. Fax Number: (860) 644-9440	20. E-mail Address: t.j.nicholas@att.net	

### Section C: Pharmacy Business Experience

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

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

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

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



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## Section D: Marijuana Business Experience

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

Yes  No

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

Yes  No

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

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

## Section E: Other Relevant Business Experience

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

Yes  No

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

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

## Section F: Licenses, Permits and Registrations

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

29. State NY	30. Issue Date (month/year): 10/01/1977 Expiration Date (month/year): 10/01/1980	31. Type: Registered Nursing	32. Number: 299758
33. State CT	34. Issue Date (month/year): 11/79 Expiration Date (month/year): 09/96	35. Type: Registered Nursing	36. Number: 10.R32604



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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:

11/12/2013



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

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

44. Signature:



*Shano J. Nichols*

45. Date Signed:

11/12/2013



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## Appendix C

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

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

Section A: Personal Information			
1. Name (First, Middle, Last): <b>Algis T. Domeika</b>			
2. Street Address (including Apartment or Suite #): <b>53 Old Rod Road</b>			
3. City: <b>Colchester</b>		4. State: <b>CT</b>	5. Zip Code: <b>06415</b>
6. Title: <b>Dispensary Manager</b>	7. Telephone Number: <b>860-537-6401</b>	8. E-mail Address: <b>adomeika@comcast.net</b>	
9. Date of Birth: [REDACTED]	10. Social Security Number: [REDACTED]	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	

Section B: Employment Information		
12. Current or Most Recent Employer: 13. <b>Walgreens Pharmacy #5407</b>	Date of Employment: Start Date: <b>09/15/1988</b> End Date: <b>:Present</b>	
14. Employer Address (including Apartment or Suite #): <b>295 Main Street</b>		
15. City: <b>Manchester</b>	16. State: <b>CT</b>	17. Zip Code: <b>06040</b>
18. Telephone Number: <b>860-649-8747</b>	19. Fax Number: <b>860-649-9748</b>	20. E-mail Address: <b>rxm.05407@store.walgreens.com</b>

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



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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:	32. Number: PCT008592
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:

11/5/13



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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:

11/5/13





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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): <b>Algis T. Domeika</b>			
2. Home Address (including Apartment or Suite #): <b>53 Old Rod Road</b>			3. City: <b>Colchester</b>
4. State: <b>CT</b>	5. Zip Code: <b>06415</b>	6. Date of Birth: [REDACTED]	7. Telephone Number: <b>860-537-6401</b>
8. Social Security Number: [REDACTED]			9. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
10. E-mail Address: <b>adomeika@comcast.net</b>		11. Connecticut Pharmacist License Number: <b>PCT.008592</b>	

#### Section B: Employment Information

12. Current or Most Recent Employer: <b>13. Walgreens Pharmacy #5407</b>		Date of Employment: Start Date: <b>09/15/1988</b> End Date: <b>: Present</b>	
14. Employer Address (including Apartment or Suite #): <b>295 Main Street</b>			
15. City: <b>Manchester</b>		16. State: <b>CT</b>	17. Zip Code: <b>06040</b>
18. Daytime Telephone Number: <b>860-649-8747</b>	19. Fax Number: <b>860-649-9748</b>	20. E-mail Address: <b>rxm.05407@store.walgreens.com</b>	

#### Section C: Pharmacy Business Experience

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



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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:



26. Date Signed:

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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.

27. Signature:



28. Date Signed:

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

2. Legal Name of Backer:

JOHN P. GLOWIK JR.

3. Trade Name of Backer (if applicable):

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

44 INDEPENDENCE LANE

5. City:

SHREWSBURY

6. State:

MA

7. Zip Code:

01545

8. Daytime Telephone Number:

(508) 981-1687

9. Fax Number:

(508) 925-5676

10. E-mail Address:

JG1973HC@AOL.COM

#### Section B: Backer Members

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

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

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

11. Name (First, Middle, Last):	12. Percentage of ownership
JOHN P. GLOWIK JR.	25%
THOMAS J. NICHOLAS	25%
KEVIN P. MURPHY	50%



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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: SEE ATTACHED SHEET
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:



*John P. Glawich Jr.*

27. Date Signed:

11/05/2013

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:



*John P. Glawich Jr.*

29. Date Signed:

11/05/2013



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## Appendix C

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

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

#### Section A: Personal Information

1. Name (First, Middle, Last): JOHN P. GLOWIK JR.		
2. Street Address (including Apartment or Suite #): 44 INDEPENDENCE LANE		
3. City: SHREWSBURY	4. State: MA	5. Zip Code: 01545
6. Title:	7. Telephone Number: (508) 981-1687	8. E-mail Address: JG1973HC@AOL.COM
[REDACTED] number:		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

#### Section B: Employment Information

12. Current or Most Recent Employer: 13. SELF EMPLOYED/RETIRED		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?  
 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: SEE ATTACHED SHEET
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:

11/05/2013





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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:

*John P. Glawick Jr.*

45. Date Signed:

11/05/2013



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## Appendix B

### Dispensary Facility Backer Information Form

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

Section A: Backer Information						
1. Backer business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input checked="" type="checkbox"/> Other: <u>individual</u>
2. Legal Name of Backer: <b>Kevin P Murphy</b>						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): <b>70 Island Ave</b>						
5. City: <b>Madison</b>				6. State: <b>CT</b>	7. Zip Code: <b>06443</b>	
8. Daytime Telephone Number: <b>(917) 664-2913</b>		9. Fax Number:			10. E-mail Address: <b>kpmurphy50@gmail.com</b>	

Section B: Backer Members	
<p>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.</p> <p>Each member of a backer identified in response to this section must complete either:</p> <ul style="list-style-type: none"> <li>Appendix C if they are also a director, owner, officer or other high-level employee of the applicant; or</li> <li>Appendix E in all other instances.</li> </ul>	
11. Name (First, Middle, Last): <b>Kevin P Murphy</b>	12. Percentage of ownership <b>50</b>



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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 NY, CT	14. Issue Date (month/year): 07/87 Expiration Date (month/year):	15. Type: [REDACTED]	16. Number: [REDACTED]
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type:	20. Number:

## Section D: Legal Proceedings

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

## Section E: Criminal Actions

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

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



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## Section F: Criminal Background Check

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

26. Signature:



27. Date Signed:

11/5/13

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

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

28. Signature:



29. Date Signed:

11/5/13



# Medical Marijuana Program

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

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



## Appendix C

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

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

Section A: Personal Information			
1. Name (First, Middle, Last): Kevin P Murphy			
2. Street Address (including Apartment or Suite #): 70 Island Ave			
3. City: Madison		4. State: CT	5. Zip Code: 06443
6. Title: owner		7. Telephone Number: (917) 664-2913	8. E-mail Address: kpmurphy50@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. Murphy Capital, LLC		Date of Employment: Start Date: 1/1/2013 End Date: :	
14. Employer Address (including Apartment or Suite #): 70 Island Ave			
15. City: Madison		16. State: CT	17. Zip Code: 06443
18. Telephone Number: (917) 664-2913		19. Fax Number:	20. E-mail Address: kpmurphy50@gmail.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"> <li>• The pharmacy name;</li> <li>• The pharmacy's location;</li> <li>• All titles and responsibilities held by you at the pharmacy, including the time frame for each;</li> <li>• The dates of your association with the pharmacy;</li> <li>• Whether you currently have a role at the pharmacy and, if not, when your involvement terminated and why; and</li> <li>• Whether the pharmacy was ever alleged to have violated the laws or regulations of the state in which it operates during the time period when you were associated with the pharmacy and, if so, how those allegations were resolved.</li> </ul>



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## Section D: Marijuana Business Experience

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

Yes  No

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

Yes  No

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

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

## Section E: Other Relevant Business Experience

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

Yes  No

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

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

## Section F: Licenses, Permits and Registrations

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

29. State	30. Issue Date (month/year): 07/87	31. Type:	32. Number:
NY, CT	Expiration Date (month/year):		
33. State	34. Issue Date (month/year):	35. Type:	36. Number:
	Expiration Date (month/year):		



# Medical Marijuana Program

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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:

11/5/13



# Medical Marijuana Program

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

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

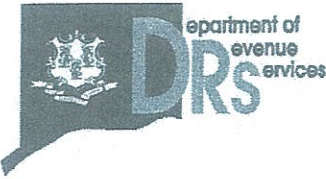
44. Signature:



45. Date Signed:

11/5/13





# STATE OF CONNECTICUT DEPARTMENT OF REVENUE SERVICES

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

Corr ID: 1300018551496  
Date: 11/05/2013

Dear Taxpayer:

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

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

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

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

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

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

Department of Revenue Services  
State of Connecticut  
25 Sigourney St Ste 2  
Hartford CT 06106-5032  
R603 (Rev. 07/09)

## Sales and Use Tax Permit



Use only at this location: Lic Nbr: 1055749

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

PRIME WELLNESS OF CONNECTICUT LLC  
PRIME WELLNESS OF CONNECTICUT LLC  
379 QUARRY BROOK DR  
SOUTH WINDSOR CT 06074-3526

Date Issued	Expiration Date	Business Start Date	Connecticut Tax Registration Number
11/04/2013	12/31/2018	01/02/2014	60335015-001

PRIME WELLNESS OF CONNECTICUT LLC  
PRIME WELLNESS OF CONNECTICUT LLC  
379 QUARRY BROOK DR  
SOUTH WINDSOR CT 06074-3526

Kevin B. Sullivan  
Commissioner of Revenue Services

**This license may not be transferred or assigned.**

**Section K: Financial Statement**

<b>52. Expense Item:</b>	<b>53. Cost:</b>	<b>54. Source of Funds</b>
HVAC and electrical renovations	84,000	LLC Membership
General Construction, buildout and labor	50,000	LLC Membership
Cameras / locked door entry/CCTV/Control/Security c	35,000	LLC Membership
Accounting software and related	22,000	LLC Membership
Point of Sale software and related items	19,000	LLC Membership
Furniture and display cases	15,000	LLC Membership
Servers, computers, printers	14,000	LLC Membership
Painting, finishes and flooring	10,000	LLC Membership
Safety items (eye wash, msd rack, ch closets)	10,000	LLC Membership
Safe and related items	10,000	LLC Membership
Gas generator	10,000	LLC Membership
<b>Total</b>	<b>279,000</b>	

for dispensary

# Appendix A, section k, #54

**Personal Financial Information**

© AccountingCoach.com - Form S15

Names: Thomas J. & Ruyhe E. Nicholas

**Personal Financial Information**

As of the following date: 11-1-13

<b>ASSETS</b>	Ref
Cash on hand	1 \$
Checking accounts	2 88,978
Savings accounts	3 21,045
Money market accounts	4
U.S. savings bonds	5
U.S. Treasury securities	6
Certificates of deposit	7
Mutual funds	8
Brokerage accounts	9 1,795,552
Common and preferred stock	10
Corporate bonds	11
Municipal bonds	12
Priv. Equit Portf. fund	13 19,714
Loans receivable from relatives Wabaska mining LLC	14 94,020
Loans receivable from others Green Parrot mining	15 176,524
A/R Wabaska expenses on remittance	16 74,002
Cash surrender value of life ins	17 1,171,712
	18
Residence - primary	19 375,000
Residence - second / third	20 795,000
Rental property 120 victor Hwy PKY victor NY	21 645,000
Land held for investment	22
	23
Vehicles	24
	25
401-K	26
IRA - regular	27 465,332
IRA - Roth	28
Profit sharing plan	29
Pension plans	30
Medical savings accounts	31
Other deferred benefits	32
	33
	34
<b>TOTAL ASSETS</b>	<b>35 \$ 5,721,879</b>

<b>LIABILITIES</b>	Ref
Credit card balances	51 \$ 10,000
Loan on checking account	52
	53
Automobile loans	54 25,610
	55
	56
First mortgage loan balance	57
2nd mortgage/home equity loans	58
Land contract balance	59
	60
	61
Loans pertaining to investments	62
	63
Student loans	64
	65
Life insurance loan balance	66
	67
Other short-term loans	68
	69
Property taxes not current year	70
	71
Income taxes not current year	72
	73
<b>TOTAL LIABILITIES</b>	<b>74 \$ 35,610</b>

<b>MONTHLY INCOME (before tax)</b>	
Base salaries & wages	86 \$
Commissions & bonuses	87
Investment income	88
Annuities & pensions	89
Social security	90
	91
	92
<b>TOTAL MONTHLY INCOME</b>	<b>89 \$ 73,273</b>
Annual	

Net Worth - \$ 5,686,269

Appendix A, Section K #54

Personal Financial Information

© AccountingCoach.com - Form S15

Names: JOHN P. GLOWIK JR.

Personal Financial Information

As of the following date: NOVEMBER 1, 2013

ASSETS	Ref
Cash on hand	1 \$
Checking accounts	2 39,448
Savings accounts	3
Money market accounts	4
U.S. savings bonds	5
U.S. Treasury securities	6
Certificates of deposit	7
Mutual funds	8
Brokerage accounts	9 589,082
Common and preferred stock	10 16,942
Corporate bonds	11
Municipal bonds	12
<u>PELT - PRIVATE STOCK</u>	13 250,000
Loans receivable from relatives	14
Loans receivable from others	15 8,300
<u>STRIKE ZONE</u>	16 32,500
Cash surrender value of life ins	17 641,890
	18
Residence - primary	19 850,000
Residence - second	20 8,750,000
Rental property	21 850,000
Land held for investment	22 55,000
	23
Vehicles	24 19,000
<u>LOANS - WABUSKAMINING</u>	25 154,000
401-K	26
IRA - regular	27
IRA - Roth	28
Profit sharing plan	29
Pension plans	30
Medical savings accounts	31
Other deferred benefits	32
	33
	34
<b>TOTAL ASSETS</b>	35 \$ 12,254,142

LIABILITIES	Ref
Credit card balances	51 \$
Loan on checking account	52
	53
Automobile loans	54
	55
	56
First mortgage loan balance	57 453,000
2nd mortgage/home equity loans	58
Land contract balance	59
	60
	61
Loans pertaining to investments	62
	63
Student loans	64
	65
Life insurance loan balance	66
	67
Other short-term loans	68
	69
Property taxes not current year	70
	71
Income taxes not current year	72
	73
<b>TOTAL LIABILITIES</b>	74 \$ 453,000

MONTHLY INCOME (before tax)	Ref
Base salaries & wages	86 \$
Commissions & bonuses	87
Investment income	88 99,000
Annuities & pensions	89
Social security	90
<u>DIVIDENDS + INTEREST</u>	91 8,400
	92
<b>TOTAL MONTHLY INCOME</b>	93 \$ 107,400
<b>ANNUAL</b>	

# Appendix A, Section K, #54

	1-Nov-13			Liquidity (90 days)
Amedica Series F sale	150,000.00	sale proceeds in 2 weeks		150,000.00
Maine Project	750,000.00	represents a 12.5% ownership (cost basis)		
Maine Project Loan	250,000.00	30% current pay		250,000.00
Amedica	14,188,743.00	est \$3.30 per		
Sisco & Berluti	50,000.00	\$400,000 commitment	i	
Murfield	69,515.00	as of June 2013		
Schwab	239,464.00	combination of Jom / Murphy		239,464.00
Fidelity IRA	7,258.00	cash in account		
Tandem Global LP (loan)	622,216.00			
Tandem Global LP	1,443,750.00			
Next Generation IRA	120,398.00	see amedica	j	
Wells Fargo Bank	596,709.00		c	55,998.00
Florida Condo	500,000.00			
M Blast	50,000.00			
Petro Capital	475,100.00	Fritz est 10/1/13	a	
Point Lookout	495,000.00	\$165,000 cost basis	f	
Mark Murphy Note	100,000.00	4% note (as of 1/1/13)		100,000.00
Peter O'Donnell Note	61,800.00	5% note		61,800.00
Exclusive Resorts	280,000.00		h	
PHG Funding	1,452,678.00	as of Oct 1, 2013 (12% payer)		
Car	70,000.00			
Bantam Live	3,500.00	final distribution due in the next 90 days		
Murphy Trust Life	44,000.00			
Sweitzer Loan	70,000.00	plus 6% interest for the yr.		70,000.00
SCS Realty	5,600,000.00	6% note / cost is \$1,100,000.	e	
620 Arnold Avenue	200,000.00		b	
loan to SCS Realty	250,000.00	8% current pay	d	
64 Island Avenue	375,000.00	purchased for \$800,000 / \$425,000 mort		
70 Island Avenue	1,173,227.00	house plus work thru 11/4/13		
Temme Mortgage	400,000.00			
Gate Tech	200,000.00			
Yclone	250,000.00			
ACC loan	325,000.00	12% interest (double)	g	
Tom Anderson Loan	15,000.00	12% for 6 mo.		
Hongblum Loan	275,000.00	12% interest for 6 mo		275,000.00
Gotham Tech Lab	100,000.00			
Pre paid rent 6 mo (thru 4/14)	63,000.00			
<b>Total</b>	<b>31,316,358.00</b>			<b>1,202,562.00</b>
<p>a. Own 426 shares in Eagle Ridge stock that is est between \$1000 to \$1200 per share. They are hoping for a sale in the next 12 to 18 months. I also have a small investment in Torqued Up, \$6500. I have placed a \$1100 stock price on ER and value the loan at T Up at \$6500.</p>				
<p>b. purchased distressed property and is now appraised at \$725,000. Current mortgage is &gt;&gt;&gt;&gt;</p>				
<p>c. combination of personal and KM Real Estate Hlds.</p>				
<p>d. original amt of the loan was \$700,000, \$450,000 repaid and \$250,000 remains outstanding.</p>				
<p>e. my original cost basis for SCS (40% ownership) was the \$1,100,000. Current mark on the property is \$12 - \$16 million. Part of the \$1.1 million is categorized as a loan. Mark is average of high and low numbers times 40% (\$14 million).</p>				
<p>f. cost basis is \$165,000. Company has received indications of interest to sell. 3x investment is a conservative mark.</p>				
<p>g. \$325,000 loan make at a 12% current pay and double the principal upon maturity in 9 months.</p>				
<p>h. the resale value of the ER membership if I leave the club (80% of initial payment to join)</p>				
<p>i. Commitment of \$400,000 for 30% of the company. Investment in the form of a conv pfd</p>				
<p>j. account holds Amedica pfd and cash of \$120,398</p>				

APPENDIX B, DISPENSARY BACKER INFORMATION FORM  
SECTION "C" INFORMATION

**T.J. Nicholas Ownership in Licensed Dialysis Facilities**

1. Enfield Dialysis Center, Inc. (lic. # **0157**) – 148 Hazard Avenue, Enfield, CT. Certified on 2/28/90 and sold to BMA of CT (FMC) effective 1-1-98 (lic. # 0247).
2. East Hartford Dialysis Center, Inc. (lic. # **0210**) – 200 Pitkin Street, East Hartford, CT. Certified on 2/4/94 and sold to BMA of CT (FMC) effective 1-1-98 (lic.# 0248).
3. Central Connecticut Dialysis Center, Inc. (lic. # **0207**) - 377 Research Parkway, Meriden, CT. Certified on 1/13/94 and sold to BMA of CT (FMC) effective 1-1-98 (lic. # 0246).
4. Rocky Hill Dialysis Center, LLC. (lic. # **0259**) – 30 Waterchase Drive, Rocky Hill, CT. Certified on 12/15/99 and sold to DaVita effective 9-1-01(lic. # 0270).
5. Middlesex Dialysis Center, LLC. (lic. # **0269**) – 100 Main St., Suite A, Middletown, CT. Certified on 11/15/2000 and sold to DaVita effective 9-1-01 (lic.# 0316).

(I was the "Agent of Service" for the above companies)

6. Pioneer Valley Dialysis Center – 208 Ashley Avenue, W. Springfield, MA. Certified on 11/22/96 and sold to FMC effective 1-1-98.
7. Yankee Family Dialysis Center – 115 Wildwood Avenue, Greenfield, MA. Certified on 11/21/96 and sold to FMC effective 1-1-98.
8. Manadnock Dialysis Center – 428B Winchester Avenue, Keene, NH. Certified on 5/21/97 and sold to FMC effective 1-1-98.
9. Central Suffolk AKC, dba Dialysis Pro Re Nata (op. cert. # 5151204R) – 5225 Nesconset Highway, Port Jefferson Station, NY. Certified on 1/18/82, joined as an owner in 1990, sold to FMC in 2006.
10. South Shore Dialysis (op. cert. # 2906202R) – 615 Peninsula Blvd. Hempstead, NY. Certified on 1/21/84, joined as owner in 1999, sold to DaVita in 2001.  
- 250 Pettit Avenue, Bellmore, NY. Certified on 1/21/84.
11. Eastview Dialysis Inc. (op. cert. # 3464201R) – 120 Victor Heights Parkway, Victor, NY. Certified on August 17, 1998. Sold to FMC 2011. I was agent of service for EDI.

APPENDIX B, DISPENSARY BACKER INFORMATION FORM  
SECTION "C" INFORMATION

**T.J. Nicholas Professional Licenses (Retired)**

1. New York State Registered Nursing License #299758 - Granted 10/21/77.
2. Connecticut Registered Nursing License # - 10.R32604 granted 11/27/79 valid through 9/30/96.

**Other licenses**

State of Connecticut Driver's license #094170763 expires 9-21-2015.

**DISPENSARY APPLICATION, APPENDIX "C"**  
**SECTION E, #28 INFORMATION**

**THOMAS J. NICHOLAS**

---

379 QUARRY BROOK DRIVE  
SOUTH WINDSOR, CT 06074  
860.644.9440 - 860.558.4935  
T.J.NICHOLAS@ATT.NET

**EDUCATION**

Diploma in Professional Registered Nursing  
Ellis Hospital School of Nursing  
Schenectady, New York  
Graduated with Honors, 1977

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**PROFESSIONAL PROFILE**

**SUSTAINABLE PRODUCTS, INC. 2003 - PRESENT**

- Industrial Products Sales, Marketing and Distribution Company.
- Represented a Connecticut company's environmentally friendly product line of industrial lubricants and machining fluids to the machining and fabricating industry in the northeast.
- Represented a Capital Equipment Manufacturer in the machined parts finishing area.

**EASTVIEW DIALYSIS CENTER, INC. 1997 - 2011**

**EASTVIEW DIALYSIS PROPERTIES, INC. 1997 - PRESENT**

- President and CEO of out-patient dialysis facility operating business and properties management business both located at 120 Victor Heights Parkway, Victor, NY. 14564. I was a founding shareholder and participated as CEO in the day to day management of both companies.
- Eastview Dialysis Center provided out-patient dialysis treatments to @120 chronic renal failure patients and was licensed in all treatment modalities. The operations were carried out in an 8,600 sq. ft. building built expressly to serve the needs of the dialysis patients.
- The operating company was responsible for all operations and billing in excess of \$3M to Medicare and Medicaid for patient services on an annual basis. My involvement in Eastview Dialysis Inc. terminated when the company was sold to Fresenius Medical Care in 2011. I'm currently the President and CEO of Eastview Dialysis Properties, Inc. (EDPI). EDPI is currently negotiating on a Purchase and Sales agreement on the property which should close by mid November 2013.

**PRIME MEDICAL, INC. 1990 - 1997**

- As co-founder and fifty percent owner, operated a successful and well respected medical products sales and distribution company concentrating on dialysis products.
- Developed a medical water purification company called Prime Water. Prime Water engineered, designed, installed and serviced medical grade water purification systems for dialysis units and medical facilities in the eastern United States.
- My involvement in Prime Medical, Inc. terminated when the company was sold to Fresenius Medical Care in 1997.

**CONNECTICUT BASED DIALYSIS FACILITIES - 1991 - 2001**



- As President and CEO of five Connecticut based dialysis facilities (Enfield Dialysis, East Hartford Dialysis, Central CT Dialysis, Rocky Hill Dialysis and Middlesex Dialysis), I was responsible for operations and day to day management. Our facilities treated in excess of 450 patients on a three time per week basis. Each facility billed between two and four million dollars in annual patient services to Medicare under the ESRD program, Medicaid and private insurers on an annual basis
- Partner and board member in Connecticut businesses as well as ESRD facilities and related businesses in Massachusetts, New Hampshire and New York (12 total). **Please see attached facilities list with specifics.**
- **NO LICENSED MEDICAL FACILITY OR ANY BUSINESS WHERE I HAD CONTROL HAS EVER BEEN ALLEGED OR FOUND TO HAVE VIOLATED ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS DURING THE TIME PERIOD WHEN I WAS ASSOCIATED.**

### **NATIONAL MEDICAL CARE, INC. – 1981 – 1990**

- Northeast Area Manager responsible for sales and marketing of manufactured dialysis disposable products and systems to dialysis facilities in New York, New Jersey and New England.
- National Dialysis Sales Specialist Salesman of the year twice and Regional Salesman of the year four times.

### **PROFESSIONAL NURSING**

- Worked as an R.N./Orthopedic technician and Operating Room assistant in an Orthopedic Practice (Paulsen and Albano, PC) in Schenectady, N.Y. in 1977.
- Worked as an Operating Room Nurse at the Hermann Hospital in Houston, Texas in 1978-1979.
- Worked as an Operating Room Nurse at Hartford Hospital in Hartford, CT in 1980.

### **PROFESSIONAL SKILLS AND BUSINESS ACCOMPLISHMENTS**

My medical training and background has allowed me to be very successful during my adult working life. Moreover, the fact that I was trained as a Registered Nurse and have worked in both hospital and private medical businesses has given me a real appreciation and understanding of how to access and attend to the needs of clients and patients alike. We formed a number of dialysis operating businesses with physicians as partners (being mindful of Stark and safe harbors laws).

As President and CEO of six individual dialysis companies in two states, I participated in all aspects of the business from formation to site location and development to regulatory application and day to day operation. I was agent of service for all six companies. I was personally vetted by both state health departments in the states where we operated and the federal government as a billing agency to Medicare and Medicaid.

DISPENSARY APPLICATION, APPENDIX "C"  
SECTION "F" INFORMATION

**T.J. Nicholas Ownership in Licensed Dialysis Facilities**

1. Enfield Dialysis Center, Inc. (lic. # **0157**) – 148 Hazard Avenue, Enfield, CT. Certified on 2/28/90 and sold to BMA of CT (FMC) effective 1-1-98 (lic. # 0247).
2. East Hartford Dialysis Center, Inc. (lic. # **0210**) – 200 Pitkin Street, East Hartford, CT. Certified on 2/4/94 and sold to BMA of CT (FMC) effective 1-1-98 (lic.# 0248).
3. Central Connecticut Dialysis Center, Inc. (lic. # **0207**) - 377 Research Parkway, Meriden, CT. Certified on 1/13/94 and sold to BMA of CT (FMC) effective 1-1-98 (lic. # 0246).
4. Rocky Hill Dialysis Center, LLC. (lic. # **0259**) – 30 Waterchase Drive, Rocky Hill, CT. Certified on 12/15/99 and sold to DaVita effective 9-1-01(lic. # 0270).
5. Middlesex Dialysis Center, LLC. (lic. # **0269**) – 100 Main St., Suite A, Middletown, CT. Certified on 11/15/2000 and sold to DaVita effective 9-1-01 (lic.# 0316).

(I was the "Agent of Service" for the above companies)

6. Pioneer Valley Dialysis Center – 208 Ashley Avenue, W. Springfield, MA. Certified on 11/22/96 and sold to FMC effective 1-1-98.
7. Yankee Family Dialysis Center – 115 Wildwood Avenue, Greenfield, MA. Certified on 11/21/96 and sold to FMC effective 1-1-98.
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9. Central Suffolk AKC, dba Dialysis Pro Re Nata (op. cert. # 5151204R) – 5225 Nesconset Highway, Port Jefferson Station, NY. Certified on 1/18/82, joined as an owner in 1990, sold to FMC in 2006.
10. South Shore Dialysis (op. cert. # 2906202R) – 615 Peninsula Blvd. Hempstead, NY. Certified on 1/21/84, joined as owner in 1999, sold to DaVita in 2001.  
- 250 Pettit Avenue, Bellmore, NY. Certified on 1/21/84.
11. Eastview Dialysis Inc. (op. cert. # 3464201R) – 120 Victor Heights Parkway, Victor, NY. Certified on August 17, 1998. Sold to FMC 2011. I was agent of service for EDI.

DISPENSARY APPLICATION, APPENDIX "C"  
SECTION "F" INFORMATION

**T.J. Nicholas Professional Licenses (Retired)**

1. New York State Registered Nursing License #299758 - Granted 10/21/77.
2. Connecticut Registered Nursing License # - 10.R32604 granted 11/27/79 valid through 9/30/96.

**Other licenses**

State of Connecticut Driver's license #094170763 expires 9-21-2015.



**Connecticut Multispecialty Group, P.C.**  
*Leaders in Integrated Medical Care*

To: Commissioner William M. Rubenstein

Department of Consumer Protection, Medical Marijuana Program

165 Capitol Avenue, Hartford, CT 06106

**RE: Thomas Nicholas**

Date: October 30<sup>th</sup>, 2013

Dear Commissioner;

The purpose of this letter is a personal character reference for Mr. Thomas Nicholas, supporting his application to the State of Connecticut, Department of Consumer Protection, for the operation and management of a medical marijuana program by PrimeWellness of CT, LLC.

I have known Mr. Nicholas for over twenty years in several capacities; First as a colleague, and subsequently as a friend and his personal physician. Our relationship began around 1995 when I functioned as Medical Director of the East Hartford Dialysis Center, owned by Prime Medical where Mr. Nicholas served as CEO. During my tenure I was able to witness first hand, his decision making and his interactions with employee's, staff and patients. In every encounter he was always extremely professional, level headed, and fair. Business decisions never interfered with the provision of the highest quality of health care. While running a highly efficient and complex health care facility (dialysis facility) he maintained an excellent rapport with all those around him and created an environment of comfort. As the years went on, I benefited from getting to know him even more intimately and have only the highest praises for his character, integrity and trustworthiness. He is a responsible business man, community minded, and dedicated to family. I have no reservations in supporting in supporting his application.

Sincerely,

Jeffrey M. Laut, MD

Connecticut Multispecialty Group, Division of Nephrology  
Assistant Clinical Professor of Medicine, University of Connecticut School of Medicine

**Division of Nephrology  
and Internal Medicine**

Scott M. Benson, D.O.  
Matthew D. Carley, M.D.  
Timothy M. Curley, D.O.  
John F. D'Avella, M.D.  
Maria Everhart-Caye, M.D.  
Lavina Gagnon, PA-C  
Rashma Jhunja, M.D.  
Jeffrey M. Laut, M.D.  
Terrence F. Oder, M.D.  
Jarrod B. Post, M.D.  
Joseph U. Singh, M.D.  
Kory A. Tray, M.D.  
John S. Wisniewski, M.D.  
Xiaoyi Ye, M.D.

85 Seymour Street, Suite 900  
Hartford, Connecticut 06106  
860 241-0700  
Fax: 860 525-7881

1260 Silas Deane Highway  
Wethersfield, Connecticut 06109

100 Simsbury Road, Suite 206  
Avon, Connecticut 06001

533 Cottage Grove Road  
Bloomfield, Connecticut 06002

**ACCESS CENTER**

3580 Main Street  
Hartford, Connecticut 06120  
860 5-ACCESS (860-522-2377)  
Fax: 860 727-1200

## Algis T. Domeika

### Appendix C; Section C: Pharmacy Business Experience

- 1997 – 1998: Pharmacy Manager
  - Walgreens #1873
  - 138 Heights Rd. Darien, CT 06820
- 1998 – 2000: Pharmacy Manager
  - Walgreens #5723
  - Main Street, Bridgeport, CT 06606 (now moved to North Avenue)
- 2001-2004: Pharmacy Manager
  - Walgreens #3359
  - 1606 Barnum Avenue, Stratford, CT 06614
- 2004 – 2005: Pharmacy Manager
  - Walgreens #1835
  - 740 Villa Avenue, Fairfield, CT 06825
- 2005 – 2008: Pharmacy Manager
  - Walgreens #2976
  - 399 West Main Street, Norwich, CT 06360
- 2008 – 2009: Pharmacy Manager
  - Walgreens #6654
  - 149 Deming Street, Manchester, CT 06040
- 2009 – Present
  - Walgreens #5407
  - 295 Main Street, Manchester, CT 06040

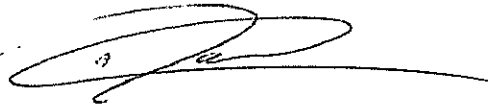
### Responsibilities for each location

- Oversee pharmacy operations
- Ensure proper licensure
- Customer service
- Train pharmacists, interns, and technicians
- Inventory control
- Responsible for hiring new staff
- Mentor for intern program for several pharmacy schools
- Pharmacist duties, including accurately checking and filling prescriptions, providing immunization services, and counseling
- Scheduling
- Building business relationships in the community

Changes of locations were due to promotion or due to family moving to another part of the state.

None of the pharmacies I have managed have been alleged to have violated any laws or regulations of the State of Connecticut.

Algis T. Domeika

A handwritten signature in black ink, appearing to read 'Algis T. Domeika', with a long horizontal flourish extending to the right.

## Algis T. Domeika

### Appendix D; Section C: Pharmacy Business Experience

- 1992 – 1996: Pharmacy Intern
  - Multiple Walgreens Pharmacy locations
- 1996: District Pharmacist
  - Floating pharmacist for multiple Walgreens Pharmacy locations in the Fairfield/New Haven County area
- 1996 – 1997: Staff Pharmacist
  - Walgreens #1873
  - 138 Heights Rd. Darien, CT 06820
- 1997 – 1998: Pharmacy Manager
  - Walgreens #1873
  - 138 Heights Rd. Darien, CT 06820
- 1998 – 2000: Pharmacy Manager
  - Walgreens #5723
  - Main Street, Bridgeport, CT 06606 (now moved to North Avenue)
- 20001-2004: Pharmacy Manager
  - Walgreens #3359
  - 1606 Barnum Avenue, Stratford, CT 06614
- 2004 – 2005: Pharmacy Manager
  - Walgreens #1835
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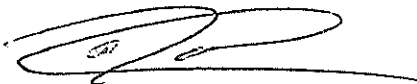
### Responsibilities for each location

- Pharmacist duties, including accurately checking and filling prescriptions, providing immunization services, and counseling
- Oversee pharmacy operations
- Ensure proper licensure
- Customer service
- Train pharmacists, interns, and technicians
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Algis T. Domeika

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APPENDIX B, DISPENSARY BACKER  
INFORMATION FORM  
SECTION "C" INFORMATION

**J. P. Glowik, Jr. Ownership in Licensed Dialysis Facilities**

1. Enfield Dialysis Center, Inc. (lic. # **0157**) – 148 Hazard Avenue, Enfield, CT. Certified on 2/28/90 and sold to BMA of CT (FMC) effective 1-1-98 (lic. # 0247).
2. East Hartford Dialysis Center, Inc. (lic. # **0210**) – 200 Pitkin Street, East Hartford, CT. Certified on 2/4/94 and sold to BMA of CT (FMC) effective 1-1-98 (lic.# 0248).
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4. Rocky Hill Dialysis Center, LLC. (lic. # **0259**) – 30 Waterchase Drive, Rocky Hill, CT. Certified on 12/15/99 and sold to DaVita effective 9-1-01(lic. # 0270).
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- 250 Pettit Avenue, Bellmore, NY. Certified on 1/21/84.
11. Eastview Dialysis Inc. (op. cert. # 3464201R) – 120 Victor Heights Parkway, Victor, NY. Certified on August 17, 1998. Sold to FMC 2011.
12. Capital District Dialysis Center – 650 McClellan Street, Schenectady, NY. Certified on 9/30/88, joined as owner in 1990, sold to FMC in 2006.
13. Albany Dialysis Center - 64 Albany Shaker Road, Albany, NY. Certified on 6/30/83, joined as owner in 1991 and sold to FMC in 2006.

14. Albany Regional Kidney Center – 2 Clara Barton Drive, Albany, NY. Certified on 6/30/83, joined as owner in 1993, sold to FMC in 2006.

15. Amsterdam Dialysis Center – 1810 Riverfront Center, Amsterdam, NY. Certified on 8/14/98 and sold to FMC in 2006.

\* I was “Agent of Service” on facilities # 6, 7 and 8 above.

DISPENSARY APPLICATION, APPENDIX "C"  
SECTION E, #28 INFORMATION

RELEVANT BUSINESS EXPERIENCE

PLEASE REVIEW THE ATTACHED SHEET FOR SECTION E, WHICH DESCRIBES THE DIALYSIS BUSINESSES, LOCATIONS, TITLES AND TIME FRAMES WHEN I WAS ASSOCIATED WITH THOSE COMPANIES. I WAS INVOLVED OPERATING, MANAGING AND CONTROLLING THE VARIOUS BUSINESSES IN THE RENAL HEALTHCARE SECTOR FOR OVER TWO DECADES. WE OPERATED WITHIN THE STRICT PARAMETERS FROM THE DEPARTMENTS OF HEALTH IN THE STATES OF CONNECTICUT, MASSACHUSETTS, NEW HAMPSHIRE AND NEW YORK. MOST PROBABLY THE TOUGHEST, REGULATED STATES FOR HEALTHCARE.

OUR FACILITIES SERVED THOUSANDS OF PATIENTS OVER THE YEARS, WITHOUT EVER VIOLATING ANY LAWS OR REGULATIONS. WE CONSTANTLY RECEIVED HIGH MARKS FOR CARE OF THE PATIENTS AND VERY LOW MORBIDITY RATES. IT IS A TESTIMONY OF LEADING A VERY DETAILED MEDICAL BUSINESS IN THE PROPER, PROFESSIONAL WAY.

THIS LEADS ME TO DO THE SAME WITH MY PARTNER, TOM NICHOLAS, FOR OVER TWO DECADES IN THIS NEW EXCITING FIELD OF MEDICINAL MARIJUANA IN THE STATE OF CONNECTICUT. TO HELP OVERSEE, CONSULT AND IMPLEMENT THE BUSINESS PLAN FROM YEARS OF ACTUAL EXPERIENCE IN THE REGULATED, HEALTHCARE INDUSTRY THROUGHOUT THE NORTHEAST.

FROM KNOWING YOUR PATIENT BASE FROM DEMOGRAPHICS, TO PERSONNEL ISSUES, BILLING CONCERNS, STRUCTURAL MAINTENANCE AND OVERALL HEALTHY FINANCIAL MODELING, MY EXPERIENCE WILL BE VERY REVELANT TO THE SUCCESS OF PRIME WELLNESS OF CONNECTICUT.

## **J. P. Glowik, Jr. Ownership in Licensed Dialysis Facilities**

1. Enfield Dialysis Center, Inc. (lic. # **0157**) – 148 Hazard Avenue, Enfield, CT. Certified on 2/28/90 and sold to BMA of CT (FMC) effective 1-1-98 (lic. # 0247).
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\* I was “Agent of Service” on facilities # 6, 7 and 8 above.

## **Kevin P. Murphy**

Kevin Murphy is the Managing Member of Murphy Capital, LLC. Murphy Capital is engaged in the invest management of private and public companies for the benefit of his family and his philanthropic interests. In 2010 Kevin played a key role in the financing and strategic direction of the largest producer of medical marijuana in the State of Maine (Wellness Connection of Maine). Kevin currently is an active participant in guiding the entity with vision, insights and fiscal advise, making WCM the dominant player in the Maine cannabis arena, catering to the patients of the state.

Kevin Murphy was a Founding Member and Managing Partner of Tandem Global Partners, LLC. Kevin, along with Joseph Petri and other seasoned professionals, started the firm in 2007. These entrepreneurs and their vision formed the foundation of Tandem Global Partners.

Kevin has had a highly successful career in the New York money management business and is a well-respected member of the financial community amongst his peers. He is a consummate professional and has been instrumental in growing companies from inception to billion dollar money management firms. Prior to launching Tandem Global Partners, Kevin was a Managing Partner at Stanfield Capital Partners. While at Stanfield, he was instrumental in growing the company from inception to a \$30 billion alternative money management firm. He was a member of the Operating and Management team that oversaw all aspects of Stanfield's business, which included risk management, sales and distribution, client services, legal, compliance and operations. Kevin was integral in spearheading the strategic development of the firm and responsible for attracting key personnel and money management talent. Kevin has previously worked with Gleacher NatWest (Partner and Director of Marketing), Schroders (Sr. VP of Sales), Lazard Freres (VP) and Cantor Fitzgerald (VP).

Kevin possesses a strong commitment to his profession as well as family and community ties. He serves on the Board for the St. Benedict Joseph Medical Center in Honduras. In addition, he has been a generous supporter of a variety of charities and has helped many individuals launch and achieve their career goals.

**SECTION A. BUSINESS INFORMATION OF APPLICANT**

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

**RESPONSE A.1.**

Please see the Dispensary Facility License Information Form attached hereto as Appendix A.

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

**RESPONSE A.2.**

Each member (“Member”) of Prime Wellness of Connecticut, LLC (“Prime Wellness”) possesses specific qualities and expertise making the group uniquely qualified to operate a develop and operate a dispensary facility in and subject to Connecticut’s Medical Marijuana Program. Each Member is, or has been, involved with running successful entrepreneurial businesses.

Two Members of the group, **Thomas Nicholas** of South Windsor, CT, and **John P. Glowik, Jr.** of Shrewsbury, MA, have been owners and operators of licensed out-patient dialysis facilities in Connecticut, Massachusetts, New Hampshire and New York. As owners of end stage renal disease (“ESRD”) facilities, they were thoroughly vetted by State Health Departments and Federal agencies for quality of care, adherence to regulations and general character, competency and suitability. As companies billing to the Medicare and Medicaid programs for patient care, they were subject to security and background checks by the Federal government. Their facilities participated in multiple surprise inspections from Connecticut and all other State Health Departments which represented the United States Department of Health ESRD Program, and resulted in findings of “no deficiencies”. The patient care delivered by their facilities ranked amongst the highest in the nation as measured by standardized CQI quality indicators.

The other Member of Prime Wellness is **Kevin Murphy** of Madison, CT. Kevin played an instrumental role in assisting in the financing and facilitation of Northeast Patients Group (d/b/a Wellness Connection of Maine), a very well respected,



licensed and regulated non-profit medical marijuana corporation in Maine. Wellness Connection of Maine is currently a burgeoning success in providing much needed care for patients in Maine and in existing as a good corporate citizen, and Kevin desires to bring such positive experience and opportunity to his home state of Connecticut. Kevin has had a highly successful career in the New York money management business, and has been instrumental in growing companies from inception to billion dollar money management firms. Having made numerous investments in start-up and operating businesses (healthcare, technology and otherwise) with great success, Kevin often takes a proactive role in such investments to guide and influence the operation's business professionals. Kevin's guidance and input has led to higher success ratios and more predictable outcomes for these businesses. Kevin now looks forward to applying his talents and resources for the benefit of Prime Wellness and the emerging industry presently the subject of a competitive application process in Connecticut.

Prime Wellness will engage the services of **Brett Sicklick** as Director of Operations. Brett was born and raised in West Hartford, CT. Since 2009, Brett has worked in Colorado's legal medical cannabis industry in all aspects dispensary and cultivation operations. By way of example, Brett has acted in the capacity of "Operations Manager" for Livwell, a Colorado cannabis grower and dispenser where his responsibilities included managing multiple company-owned dispensaries in and around Denver, and developing and managing the company's wholesale division. Over the past couple of years, Brett has been working for Guaranteed Harvest LLC/Herbal Cure LLC of Denver, CO as a Cultivation Warehouse Manager where he has become skilled and

responsible for running all inventory/tracking controls and managing personnel. Brett has intimate knowledge and expertise in all areas of the medical marijuana industry (including dispensary and cultivation operations) and will serve as Director of Operations for all of Prime Wellness.

Prime Wellness has also retained the exclusive consulting services of **Northeast Patients Group d/b/a Wellness Connection of Maine**. Wellness Connection of Maine is a licensed medical marijuana nonprofit corporation in the State of Maine; operates four dispensaries; employs over 45 employees; and services thousands of patients. Through its consulting subsidiary lead by Jacques Santucci, Wellness Connection of Maine will bring to Prime Wellness (and the State of Connecticut) invaluable education; proprietary techniques, processes and systems; a unique medical marijuana perspective with respect to New England (Maine); an understanding of working within a strict regulatory environment unique to the New England marketplace; invaluable experiences of creating and growing a start-up medical marijuana corporation and business; best practices and standards; know-how with respect to establishing a positive image, becoming a respected, charitable and educational part of the fabric of the local community, and becoming a hub for economic development, patient care and educational outreach to the medical and local community.

Jacques Santucci runs Opus Consulting Group, and his services are contracted to Wellness Connection of Maine as its current Chief Financial Officer. His expertise is in finance and executive management, and he has been involved with Wellness Connection of Maine for over 3 years since its inception. Jacques oversees Wellness Connection of Maine's day-to-day dispensary business operations.

Prime Wellness has initiated a **Medical Advisory Committee** to help the company develop new treatment therapies for the list of covered conditions, initiate medical research into advanced applications of the medicine, as well as provide scientific medical training and educational outreach to our State's medical community through CME qualified medical marijuana educational conferences and other activities. The committee will also provide content for educational training programs to Prime Wellness employees, including best practices in health care operations management. Current Members include Gilbert Fanciullo, MD, MS (committee chairman) who is board certified in Anesthesiology, Pain Management and Hospice and Palliative Care, and Corey Burchman, MD who is board certified in Anesthesiology and Pain Medicine (both of whom are employed at the Dartmouth-Hitchcock Medical Center, Lebanon, NH); Richard Gannon Pharm. D., who is a Specialist in Pharmacological Pain Management and who is currently employed at Hartford Healthcare, Hartford Hospital Campus, Hartford, CT; Joanne Hoffman, MS, Nutritionist and Exercise Physiology employed at Yale/Temple's Cardiac Rehabilitation Program; and Jeffery Hover, BS, Director of Supply Chain, NxStage Medical, Inc.

Complementing the well-balanced and diverse Prime Wellness team is **Dr. John Pierce**. Dr. Pierce will serve Prime Wellness on an exclusive basis in the State of Connecticut as its Alternative Dosage and Quality Control Consultant. Dr. Pierce will establish protocols and training with respect to the establishment of quality controls. Dr. Pierce received his Ph.D. in Analytical Chemistry in 1986, and has held numerous positions in research and college level instruction specializing in laboratory practices, environmental health, quality assurance and control programs

(i.e. record keeping, measuring with proper equipment, calibration of equipment, standard operating procedures, good laboratory practices, etc.), and botanical intellectual property development.

Serving as Prime Wellness' Pharmacist/Dispensary Manager is **Algis T. Domeika**, a licensed pharmacist in Connecticut. Algis has served as a Pharmacy Manager for over a decade with Walgreens, and was responsible for the following for each pharmacy location: oversee pharmacy operations; ensure proper licensure; customer service; train pharmacists, interns and technicians; inventory control; hiring new staff; mentor for intern program for several pharmacy schools; pharmacist duties, including accurately checking and filling prescriptions, providing immunization services and counseling; scheduling; and building business relationships in the community. Algis' professional background and experiences will serve him well as he exercises a number of the foregoing responsibilities and/or skills in his position as Pharmacist/Dispensary Manager of Prime Wellness.

Prime Wellness has assembled a team of professionals experienced not only in medical marijuana operations and markets subject to strict regulations (particularly in New England), but also experienced in health care, business development and management, business finance and laboratory equipment and testing. As such, it has access to the best technical and operational expertise available in New England, and has the financial where-with-all to assure the Department of Consumer Protection of its ability to operate the highest quality and most secure medical marijuana dispensary.

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

**RESPONSE A.3.**

As previously described, the three founding Members of Prime Wellness are John P. Glowik, Jr., Kevin Murphy and Thomas Nicholas.

Kevin Murphy, a resident of Madison, CT, has been involved in the financial sector for many years and had an interest in bringing his positive experiences with respect to the medical marijuana industry to his home state of CT. John P. Glowik, Jr., who knew Kevin as a fellow alum of the College of the Holy Cross, shared Kevin's interest. Thomas Nicholas, who has partnered with John Glowik in various entrepreneurial medical endeavors, also shared such interest and vision. As such, the three individuals decided to bring their medical and business expertise together in pursuit of establishing a medical marijuana facility pursuant to the current application process and strict regulations of the State of Connecticut.

As Thomas Nicholas is a resident of South Windsor and has served in the capacity of CEO for five out-patient Renal Dialysis Facilities in Connecticut during the 1990's, he was tapped to form the company known as "Prime Wellness". As such, Prime Wellness was formed on August 27, 2013, and the membership interest thereof was allocated as follows: Thomas J. Nicholas – 25%; John P. Glowik, Jr. – 25%; Kevin P. Murphy – 50%.

The Members decided to commit One Hundred Ten Thousand (\$110,000.00) Dollars in a pro rata manner as start-up capital, and agreed that it would enable them to assemble a team of consultants (Architectural, Engineering, Legal, Security) as well as line up exclusive consulting and operational support from Northeast Patients Group d/b/a Wellness Connection of Maine.

The three Prime Wellness Members have pledged their personal financial assets to underwrite the business plan and growth of Prime Wellness. They have deposited Two Million (\$2,000,000.00) Dollars with Morgan Stanley of Connecticut in a pledge account for the express purpose of establishing an escrow account in connection with Prime Wellness' separate application for a potential production facility. They have further pledged to financially support the development of the proposed dispensary facility, should they receive a license. Please see the attached personal financial statements and Federal Tax Returns of the Members for your evaluation.

In the event that Prime Wellness becomes licensed, it anticipates being operational by August 2014.

**SECTION B.            LOCATION AND SITE PLAN**

**QUESTION B.1.**    *Please provide the following: the location of the proposed dispensary facility.*

**RESPONSE B.1.**

The proposed dispensary facility is located at 382 Gold Star Highway, Groton, CT 06340. Please see documents attached as Exhibit A.

**QUESTION B.2.** *Please provide the following: documents sufficient to establish that the applicant is authorized to conduct business in Connecticut and that state and local building, fire and zoning requirements and local ordinances are met for the proposed location of the dispensary facility.*

**RESPONSE B.2.**

Please see Exhibit B attached hereto.

**QUESTION B.3.** *Please provide the following: if the property is not owned by the applicant, provide a written statement from the property owner and landlord certifying that they have consented to the applicant operating a dispensary facility on the premises.*

**RESPONSE B.3.**

Please see Exhibit C attached hereto.



**QUESTION B.4.** *Please provide the following: any text and graphic materials that will be shown on the exterior of the proposed dispensary facility.*

**RESPONSE B.4.**

Limited text or signage will be placed on the exterior of the proposed dispensary facility.

Please see Exhibit D attached hereto.

**QUESTION B.5.** *Please provide the following: photographs of the surrounding neighborhood and businesses sufficient to evaluate the proposed dispensary facility's compatibility with commercial or residential structures already constructed, or under construction, within the immediate neighborhood.*

**RESPONSE B.5.**

Please see Exhibit E attached hereto.

**QUESTION B.6.** *Please provide the following: a site plan drawn to scale of the proposed dispensary facility showing streets, property lines, buildings, parking areas, and outdoor areas, if applicable, that are within the same block as the dispensary facility.*

**RESPONSE B.6.**

Please see Exhibit F attached hereto.

**QUESTION B.7.** *Please provide the following: a map that identifies all places used primarily for religious worship, public or private school, convent, charitable institution, whether supported by private or public funds, hospital or veterans' home or any camp or military establishment that are within 1000 feet of the proposed dispensary facility location.*

**RESPONSE B.7.**

Please see Exhibit G attached hereto.

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

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

**RESPONSE B.8.**

Please see Exhibit H attached hereto.

**SECTION C.            PROPOSED BUSINESS PLAN**

***QUESTION C.1.***     *Provide a detailed description of all products intended to be offered by the dispensary facility during first year of operation.*

**RESPONSE C.1.**

**A.     TRADITIONAL DOSAGE FORM (FLOWER/LEAF).**

Based on patient projections and needs, we will offer a variety of carefully selected, tested and proven cannabis strains of Indica, Sativa, and hybrid dried flowers for inhalation or alternative dosage forms, some of which include the following related to debilitating medical conditions as defined under Connecticut law:

<b>Name of Strain</b>	<b>Genetics *</b>	<b>THC Level</b>	<b>Suggested Indication**</b>	<b>Flowering (weeks)</b>
<b>100% INDICA</b>				
Classic OG Kush	100% Indica	21.00%	glaucoma	8-10
Lake Tahoe OG	100% Indica	21.00%	anti anxiety	8-10
Master Kush	100% Indica	20.00%	lack of appetite	8-10
Nirvana	100% Indica	19.00%	lack of energy	7-9
Pure Kush	100% Indica	20.00%	neurogenic pain	8-10
<b>100% SATIVA</b>				
Strawberry Cough	100% Sativa	19.00%	digestive diseases	8-10
<b>INDICA DOMINANT</b>				
Chem Dawg	Indica Dominant	20.00%	digestive disease	8-10
Cheese	Indica Dominant	17.00%	PTS disorder	8-10
<b>EVEN HYBRID</b>				
MK Ultra	50% Indica,50% Sativa	19.00%	glaucoma	7-9
<b>SATIVA DOMINANT</b>				
White Widow	70% Sativa,30% Indica	17.00%	glaucoma	8-10
Purple Urkle	60% Sativa,40% Indica	20.50%	neurogenic pain	7-9
Jack Herer	Sativa Dominant	20.50%	multiple sclerosis	8-10
Mango	Sativa Dominant	19.50%	cachexia, nausea,	7-9
<b>HIGH CBD</b>				
Harlequin		8% CBD 5% THC	inflammation anti-nausea	7-9

## **B. ALTERNATIVE DOSAGE FORMS.**

Alternative dosage forms will also be offered for patient use, subject to compliance with and permitting under all applicable laws, rules and regulations of the State of Connecticut and the local municipality, including without limitation those relating to labeling and packaging. These products are very important for patients who do not wish to inhale (e.g., the elderly), who have an illness that inhalation might impact negatively (e.g., lung cancer), or who want a longer-lasting medicinal effect (e.g., multiple sclerosis).

Alternative dosage products will be made available in various potencies. Suggested products that Prime Wellness will initially offer will include without limitation the following, subject however to being permissible under Connecticut law:

Tincture Line, with the following characteristics: served in a 1 oz. tube containing glycerin and various flavors and sweeteners (i.e. vanilla, coconut, etc.); active component would be 30 servings per tube (300 mg. active).

Butter, with the following characteristics: served in a 4 oz. package; active component would be 24 servings per package (480 mg. active).

Vaporizers will be made available for the benefit of patients as such enables inhalation of active cannabinoids while avoiding harmful smoke-related toxins; such device heats medicine to a temperature just below point of combustion (when smoke is produced) and, at such point, THC and other medically active cannabinoids are emitted with little or none of the carcinogenic tars and noxious gases found in smoke; consists of a kit containing a charger and cartridge (filled with 1/8 medicine), and various flavors.

Brownies and Cookies, with the following characteristics: active component of 20 mg.

Baker's Mix, with the following characteristics: served as 12 oz. powder; active component would be 240 mg.

Prime Wellness will work with the licensed producer to ensure that all of the medical marijuana products shall be provided to patients in sealed, tamper-proof, child resistant and light resistant packaging, and labeled with a branded sticker that will include a bar code, name of product, quantity of products and mentions in accordance with local rules and industry standards such as "For Medicinal Use Only, Not For Resale" and "Keep Away From Children", in addition and subject to all requirements under Connecticut law.

**QUESTION C.2.** *Provide a detailed description of all services to be offered by the dispensary facility during the first year of operation.*

**RESPONSE C.2.**

“SERVICE + EDUCATION + COLLABORATION = WELLNESS”

The above phrase captures the essence of Prime Wellness’ program for providing counseling and other services, and educational materials regarding methods of administration and information and research studies on health effects of medical marijuana to registered qualifying patients and their personal caregivers (collectively, for purposes of this response, “patients”). Prime Wellness’ program consists of the processes and services describe below, all of which are driven by compassionate, informative and one-one-one patient interaction promoted by Prime Wellness’ professional staff to maximize patient “wellness”.

A. Intake/Orientation Process.

Newly registered qualifying patients and their personal caregivers must initially participate in Prime Wellness’s “Intake/Orientation Process”, which shall include:

1. meeting a Prime Wellness professional to register formally with Prime Wellness;
2. having a Prime Wellness professional describe all of the services and products available to Prime Wellness members;
3. receiving a “New Patient Packet”, which will be reviewed with such patients by a Prime Wellness professional, and which will include the following materials:
  - (a) Prime Wellness’ Rules and Guidelines.
  - (b) Prime Wellness’ Compassionate Programs.
  - (c) Prime Wellness’ Library Reference Materials.
  - (d) Prime Wellness’ Know Your Edibles.
  - (e) Americans For Safe Access Guide to Using Medical Marijuana.
  - (f) Cannabis Indica and Cannabis Sativa – What Are They?
  - (g) Emerging Clinical Applications for Cannabis & Cannabinoids.
  - (h) List of Available Pain Management & Wellness Services.



The Intake/Orientation Process will provide patients with a comprehensive understanding of Prime Wellness' rules, special discount programs and library resources; various methods of medical-cannabis administration and/or ingestion options, and related side effects; safety, effectiveness and techniques relating to alternative dosage forms such as edibles and tinctures; the safe smoking of medical marijuana; information comparing and contrasting Indica vis-à-vis Sativa; and recent scientific literature on clinical applications and health effects of medical marijuana.

B. Continued One-On-One Interviews and Training Sessions.

Prime Wellness believes that the best way to provide counseling and education to member patients is through one-on-one interviews and information sessions. Through training and experience, our professional staff will share their knowledge in helping patients make the right choices of cannabis for inhalation and alternative dosage forms as well.

Furthermore, Prime Wellness' patient management software will allow us to identify Prime Wellness patients with specific medical conditions. As such, should we become aware of research helpful to a particular subgroup of our patients (cancer patients, for example), we can provide them with specific information pertaining to their condition, either by e-mail or hand delivery to them on their next visit to the dispensary facility.

C. Ongoing Medical Studies and Research.

Prime Wellness is receptive to assisting new or ongoing medical studies and research.

Prime Wellness strives to help patients help themselves in a positive and compassionate way. Prime Wellness does this by offering its patients the paid opportunity to participate in ongoing medical studies and research trials which, if agreed to, will be shared with member patients, their recommending physicians and the medical community.

Prime Wellness believes that this area of focus will stimulate the growing dialogue between the cannabis community and the conventional medical community, which is a significant goal of Prime Wellness.

D. Events and Workshops.

A calendar of events and workshops integrating all aspects of well-being will be posted and updated in the dispensary facility. These workshops will include, but are not limited to:

1. Cultivation classes.
2. Cooking classes.
3. Seminars featuring patients and their experiences.
4. Seminars featuring legal experts in the continuously developing and changing medical marijuana industry.
5. Scheduled talks by physicians, pharmacists, nurses and other medical practitioners and healthcare providers.
6. Seminars involving the common participation of patients, doctors and community though leaders will also be organized to allow cross education, experience sharing and give an opportunity to any participants to ask questions and receive answers, from patients to doctors, from caregivers to media and community leaders. In the form of a town hall format, these sessions will increase education and integration of patients, employees and their families.

E. Pain Management and Wellness Community Calendar and Services.

A Pain Management and Wellness Community Calendar will also be posted, including without limitation events and services at our dispensary facility (subject to full compliance with Connecticut law) affiliated with pain management and wellness in general.

Prime Wellness intends its dispensary facility to be viewed by patients as a pain management, general health and wellness resource whereby holistic medical and wellness consultation and treatment may occur through a wide range of professionals that have demonstrated to Prime Wellness that they are dedicated to the:

- (a) Compassionate understanding and assessment of the multidimensional nature of patients in pain; and
- (b) Diagnosis and alleviation of acute, chronic and cancer pain and the pain and suffering of persons with advanced serious illnesses;
- (c) Development and utilization of advanced modalities in pain medicine to help patients live more fulfilling and productive lives; and
- (d) Promotion of care and wellness for the whole patient and his or her family.

As such, Prime Wellness shall strive to promote an innovative and multidisciplinary approach utilizing all available services and products directed through

such professionals to assist member patient recovery in multiple aspects of their lives to the extent so needed and desired by the individual patient. Such services and/or products may include but not be limited to the following:

- Acupuncture
- Breath Work
- Chiropractic Medicine
- Heart Centered Yoga
- Therapeutic Touch
- Visualization
- Massage Therapy
- Aroma Therapy
- Reiki
- Interventional Pain Management Services as follows:
  - Botulinum Toxin Injections (Botox/Dysport/XeominMyobloc):

to treat headache, muscle spasm, dystonia, spasticity, and myofacial pain.
  - Epidural Steroid Injections (Cervical, Thoracic, Lumbar):

to relieve pain in the neck, back, arms, or legs as a result of ‘pinched nerves’, herniated discs, arthritis, sciatica or spinal stenosis.
  - Facet Joint Injections (Cervical, Thoracic, and Lumbar):

to relieve pain in the neck or back as a result of arthritis, sprains, strains and ‘whiplash’ or other traumatic injuries.
  - Lumbar Sympathetic Block:

to help people with leg pain from Complex Regional Pain Syndrome (a.k.a. CRPS or RSD), peripheral vascular occlusive disease or other vascular or neuropathic pain conditions.

- Medial Branch Nerve Block:  
a diagnostic procedure intended to determine if spinal pain is coming from the facet joints, and predict relief from a radiofrequency neuroablation procedure.
- Peripheral Joint Injections:  
to improve joint pain caused by injury, inflammation or arthritis.
- Peripheral Nerve Blocks:  
any nerve in the arms or legs or trunk or head and neck can be anesthetized to diagnose and treat various pain syndromes
- Radiofrequency Neuroablation (Cervical, Thoracic, Lumbar):  
using high frequency impulses to ‘cauterize’ the nerves (medial branches) that carry pain signals from painful facet joints, which can reduce neck, thorax or back pain for up to a year per treatment.
- Sacroiliac Joint Steroid Injection:  
to help treat pain in the low back and buttocks area due to irritation of the joint where the hip and the spine meet.
- Implantation of Spinal Cord and Peripheral Nerve Stimulators:  
one or more electrodes is placed in an area adjacent to the spinal cord or a nerve to help control chronic pain from various pain syndromes; such as: peripheral neuropathy (nerve damage), failed spine surgery syndrome, headache, occipital neuralgia, Complex Regional Pain Syndrome, chronic abdominal and chest pain, and a variety of other painful disorders of the body.
- Stellate Ganglion Block:  
to assist people who have arm pain from Complex Regional Pain Syndrome, Sjorgrens Disease or other neuropathic or vascular pain conditions of the upper extremities.

Services and/or products, and the respective providers thereof, such as the foregoing will be incorporated into the business approach of Prime Wellness for the benefit of its patients, all subject to the following:

- (a) full compliance with the laws, rules, regulations of the State of Connecticut;
- (b) the various codes of ethics relating or applicable to such providers, including without limitation provisions governing conflict-of-interest matters;
- (c) declaratory rulings and best practices under all applicable governmental bodies and agencies; and
- (d) in consultation with or under the supervision of two nationally and internationally renowned medical practitioners in the area of pain medicine and hospice and palliative medicine overseeing research and publication in peer reviewed journals with respect to medical cannabis: Gilbert J. Fanciullo, MD, MS, and Corey A. Burchman, MD of Prime Wellness' Medical Advisory Committee .

As a condition to becoming a professional healthcare or other wellness service provider associated with the Prime Wellness facility, such provider must commit to participating in a monthly “Wellness Day” to render pro-bono care and services to certain, qualifying patients of Prime Wellness. Such Wellness Days will be posted on the calendar.

F. Referrals.

Prime Wellness will make all member patients aware of the holistic medical and wellness services available by outside nutritionists, acupuncturists and other healthcare professionals, and free or discounted consultations and services that may be available through various professionals and/or events.

G. Prime Wellness' Reference Library, Web-Based Video and Interactive Website.

i. Reference Library.

Prime Wellness will maintain a reference library in a very relaxing setting at its dispensary facility. Prime Wellness is committed to keeping its patients and staff informed and educated by providing an extensive reference library that includes current research on medical marijuana, legal aspects, booklets on specific conditions treated by cannabis, and reference materials on integrative medicine, including without limitation that which is described in (iii) below.

ii. Web-Based Video Educational Modules Produced by Prime Wellness and Offered Free of Charge to Patients.

A series of brief (20 minute) educational modules addressing items listed in section D above that will be accessible via You-tube or similar medium

iii. Interactive Website and New Media Interaction.

Prime Wellness will also maintain a current and interactive website so as to keep interested parties informed and educated through access to an extensive reference library that includes current research on medical marijuana, legal aspects, booklets on specific conditions treated by cannabis, and reference materials on integrative medicine. The website will include specific sections for patients and caregivers and an extensive “Frequently Asked Questions” module about the products and the company as well as a blog section from Prime Wellness experts with respect to news, current events, upcoming events, recent studies, etc. Social media will also be in place and managed regularly to allow for instant communication. These very effective tools will keep patients informed of ongoing seminars and updates, and they will be monitored for content on a regular basis. The web site shall feature the items referenced in Prime Wellness’ proposed marketing plan in Section D of the application, and shall provide such “library reference materials” similar and in addition to the following:

Internet Resources on Medical Marijuana:

<a href="http://norml.org">http://norml.org</a> :	National Organization for the Reform of Medical Marijuana Laws
<a href="http://www.safeaccessnow.org">www.safeaccessnow.org</a> :	Americans For Safe Access
<a href="http://www.maps.org/mmj">www.maps.org/mmj</a> :	<i>Multidisciplinary Association for Psychedelic Studies</i>
<a href="http://www.drugwarfacts.org">www.drugwarfacts.org</a> :	Drug War Facts (Common Sense for Drug Policy)
<a href="http://www.drugpolicyalliance.org">www.drugpolicyalliance.org</a> :	Drug Policy Alliance
<a href="http://www.mpp.org">www.mpp.org</a> :	Marijuana Policy Project
<a href="http://www.cannabis-med.org">www.cannabis-med.org</a> :	International Association for Cannabinoid Medicines

Reference Books and Articles:

ASA Booklets on Specific Conditions - Booklets on cannabis use to treat HIV/AIDS.

Multiple Sclerosis, Arthritis, Gastro-Intestinal Disorders, Movement Disorders, Cancer, Chronic Pain, and issues associated with Aging.

Center for Medical Cannabis Research (CMCR) Report (2010)

O'Shaughnessy's Journal of Cannabis in Clinical Practice

The CannaBible (Jason King)

Cannabinomics (Christopher Glenn Fichtner MD)

Drug War Facts 6th Edition (Editor Douglas A. McVay)

The Emperor Wears no Clothes (Jack Herrer)

It's Just a Plant, a Children's Story of Marijuana (Ricardo Cortés)

Marihuana - The Forbidden Medicine (L. Grinspoon, M.D.; J. Bakalar)

Edibles and Potables Whitepaper (J. LaForce, R.Ph., CGP)

Cannabis Yields and Dosage (Chris Conrad)

Marijuana and the Cannabinoids (Mahmoud A. ElSohly, Phd)

Integrative Oncology (Dr. Donald Abrams and Dr. Andrew Weil)

Chinese Herbal Medicine Formulas & Strategies (D. Bensky; R. Barolet)

The Illustrated Encyclopedia of Healing Remedies (C. Norman Shealy)

Pharmacist's Guide to Medicinal Herbs (Dr. Arthur M. Presser)

H. Summary of Overall Goal.

Prime Wellness' overall goal is to provide an integrative approach to wellness whereby once our medical marijuana specialists have consulted with and assisted the patient in choosing the best suited-suited form and type of cannabis in an educated and responsible manner, then such specialists can help the patient become aware of other health/wellness services, products and/or educational opportunities that they may benefit from in the pursuit of overall "wellness".

**QUESTION C.3.** *Provide a detailed description of the process that a dispensary facility will take to ensure that access to the dispensary facility premises will be limited only to employees, qualifying patients and primary caregivers.*

**RESPONSE C.3.**

Prime Wellness is sensitive to the safety and security risks associated with a dispensary facility, and its surrounding neighbors. Prime Wellness realizes that uncompromised safety and security will be significant keys to the short and long-term viability of any dispensary facility. As such, Prime Wellness chose the Gold Star Highway location for a dispensary (the “Dispensary Center” or “Dispensary Facility”) for several reasons. A good natural feature for this site is that it is open enough to allow good surveillance to the outside. A neighboring business is an Auto Dealership which has enhanced the lighting for the entire area. A crime cap index report was conducted and shows that this site has a (low) crime rate. Based on the intended operations, a low crime is a desirable level in consideration in developing the security program within the dispensary facility. Based on the strong relationship already developed with the Groton Police Department, a proactive security plan will reduce risk. The Safety and Security Plan delivered with this application provides an extensive analysis of the location.

**A. SECURITY SYSTEMS – TO HELP DETER AND PREVENT UNAUTHORIZED ENTRANCE AND ACCESS.**

Prime Wellness is committed to maintaining a safe and secure site for its Dispensary Facility. The measures described below, in addition to the physical characteristics of the Dispensary Facility described above, were carefully selected in order to deter and prevent to the highest degree the unauthorized entrance into the Dispensary Facility and into those areas containing marijuana. (see Exhibit I attached)

The Dispensary Facility will have advanced alarm and security systems that will represent redundant fail safe alarm systems. As such, all systems will be monitored by two different Underwriters Laboratories (UL) approved alarm companies.

At the Dispensary Facility, the alarm systems, CCTV systems and access control systems will have a backup battery in a secure section of the building. A more detailed description of the alarm systems, CCTV systems and access control systems is set forth below:

(i) Perimeter Alarm Systems.

All doors will be contacted with perimeter alarm switches and systems. Motion detection systems will cover all interior areas with dual technology infrared and microwave. All safes will be protected with seismic vault detection systems.



(ii) CCTV Systems.

All restricted areas, along with any waiting rooms and entrances and exits, will have CCTV camera coverage. The entire parking lot will also be covered by cameras. The cameras will be monitored by an security officer in a restricted area within the Dispensary Facility. All camera footage will be digitally recorded.

(iii) Access Control Systems.

All entrances to the Dispensary Facility and restricted areas within will be equipped with biometric door locking systems, such that each employee will have to (i) place a finger (allowing the system to identify him or her) onto a door lock, and (ii) enter a four digit code unique to such employee, in order for such employee to have access to the Dispensary Facility and to any room housing any marijuana related products. A digital record will be made and retained for a minimum of 30 days.

The Dispensary Facility itself, and even the areas within housing medical marijuana, will be restricted to authorized personnel only through the use of the biometric lock entry systems, physical checks by security officers and CCTV monitoring described above. Authorized employees in the Dispensary Facility will be required to wear specified work uniforms.

**B. SECURITY OFFICERS – TO HELP DETER AND PREVENT UNAUTHORIZED ENTRANCE AND ACCESS.**

As part of the Security Plan of Prime Wellness, the following security officer positions and duties will be provided as part of an overall plan to help deter and prevent unauthorized entrance not only to the Dispensary Facility but also into those specific areas therein containing marijuana:

(i) Post One (8:00am - 7:00pm, all days of operation, as may be modified).

This security officer will be the CCTV operator and dispensary area security officer. He/she will maintain and observe all CCTV and access control in areas within the secured area within the Dispensary Facility. He/she will report any breach of security to the local Police and the Connecticut State Police using a direct phone line to the respective police dispatchers. He/she will also monitor the entry and exit of all employees, and all properly registered patients and caregivers. All employees will be searched when exiting the secured area for diverted product daily. Security will report any attempts to remove product and convert for private use to the local Police, the Connecticut State Police and the Connecticut Department of Consumer Protection (the “Department”) immediately and then contact management of Prime Wellness.

- (ii) Post Two (8:00am - 7:00pm, all days of operation, as may be modified).

This security officer is to patrol hallways and waiting areas within the facility and the exterior parking lot. He/she will observe and report any suspicious or unlawful activity that takes place within or around the property lines of the Dispensary Facility. As deliveries arrive from the production facility (the “Cultivation Facility”), this security officer will create a safe perimeter so the product can be delivered without incident. This security officer is to provide a safe and secure atmosphere providing maximum customer service to patients, staff and visitors.

**C. POLICIES AIMED AT DIRECTORS, OFFICERS AND OTHERS – TO HELP DETER AND PREVENT UNAUTHORIZED ENTRANCE.**

Prime Wellness’ board members, principal officers and other management or consultants, who are not authorized employees, shall not have access to the Dispensary Facility or the restricted areas therein that house marijuana unless directly accompanied at all times by security officers. Prime Wellness will limit the number of employees, directors, officer and agents who have access to the Dispensary Facility and such restricted areas therein which house marijuana.

**D. OTHER SECURITY OFFICER DUTIES - TO HELP DETER AND PREVENT UNAUTHORIZED ENTRANCE.**

In addition to the duties outlined above for the Prime Wellness security officers, each such officer shall also be charged with the following:

- (i) making an initial tour of all posts and ensure that all posts are appropriately manned;
- (ii) remaining at any unmanned posts and notify the supervisor;
- (iii) touring all the entrances to the facility and making sure that each entrance is secure and that access control equipment is working properly;
- (iv) escorting lawfully permitted visitors/contractors as requested;
- (v) providing employee escorts when requested; making tours of the interior of the building, looking for any safety hazards, security violations, propped doors, etc.; and reporting anything out of the ordinary; and
- (vi) as part of a system of identification checks, ensuring that any person entering or loitering near a security site who is not an employee, or lawfully permitted guest or visitor, should be instructed to leave the premises at once (and if such person refuses to so leave, then the police

should be notified at once, and under no circumstances shall the intruder be allowed to roam the building unattended).

**E. SPECIAL ACCESS CONTROL PROCEDURES - TO HELP DETER AND PREVENT UNAUTHORIZED ENTRANCE.**

The purpose of this procedure is to control the access and egress of employees, and lawfully permitted visitors and contractors, to the Dispensary Facility during normal operational hours (all of which is geared towards helping to deter and prevent unauthorized entrance and access with respect to the facility).

**1. Employees – General.**

In addition to all entrances to the Dispensary Facility and restricted areas being equipped with biometric door locking systems, Prime Wellness will also ensure that during all hours employees must also present a valid ID card in order to gain access to the Dispensary Facility (whether through swiping or presenting, as appropriate). Any employee found using the card of another employee or allowing someone else to use his or her card should be reported to the Director of Security. Under no circumstances should any employee be permitted to enter the facility without a proper ID card without contacting Prime Wellness' Director of Security or Director of Operations.

**2. Employees Without Proper ID.**

Any employee who arrives for work without their ID card should be asked to sign-in on the Employee Register, and required information should include at a minimum the employee's name, department/role, time-in and time-out (once the employee departs the facility).

Employees wishing to enter the facility without an ID must complete the Employee Request for Temporary Access form. The security officer assigned to the Lobby/Receptionist Post will then verify that the employee is a valid employee. The security officer will then contact the Pharmacist/Dispensary Manager and request that an escort be provided for the employee. The Pharmacist/Dispensary Manager will greet the employee at the console.

The site supervisor will review the Temporary Access forms and verify all employee matters/information associated therewith on a daily basis. Once corrected, the forms should be forwarded to the Director of Security.

**3. Lost or Stolen ID Badges.**

If an employee reports a lost or stolen ID badge, the attendant security officer shall write their name down in his/her daily journal and report it to the Director of Security. The Director of Security shall turn the employee's name into the Pharmacist/Dispensary Manager.

**4. Terminated Employee Badges or ID's.**

Managers or officers shall forward terminated employee badges or IDs to the console security officer. The security officer is to accept the badge or id and place a note on it of when it was turned in, and shall forward the badge or id to the Director of Security for delivery of same to the Human Resources Manager for deactivation.

**5. Visitors.**

All lawfully permitted visitors entering the facility are required to sign the visitors register. When signing the register any such visitor is to note name, company, time of arrival and person visiting.

The security officer must contact the host employee to announce the arrival of the lawfully permitted visitor(s), and the host employee will then be responsible for escorting such visitor(s) from the lobby to their destination.

The security officer will check for visitor information in the Guest Pass system. If not already registered as a lawfully permitted guest, the security officer will input the visitor information. A visitor card will be assigned to such guest to the extent such is permissible under applicable and governing laws, rules and regulations (in addition to applicable and governing policies and procedures of Prime Wellness).

Under no circumstances should anyone be allowed to enter the facility without proper authorization and without evidence that such is lawfully permitted under applicable and governing laws, rules and regulations (in addition to applicable and governing policies and procedures of Prime Wellness).

**6. Personal Visitors.**

Due to the sensitive nature of business conducted within the facility, visitors of a personal nature may not be permitted inside the Dispensary Facility.

**7. Contractors.**

All lawfully permitted contractors entering the facility are required to sign the contractors register. When signing the register, the contractor is to note name, time of arrival and the location where he/she will be working or providing service(s), and shall be at all times accompanied by a supervising and authorized employee of Prime Wellness.

Under no circumstances should any contractor be allowed to enter the facility after normal business hours without written authorization from the Pharmacist/Dispensary Manager and without being accompanied and supervised at all times by an appropriate and authorized employee.

Notwithstanding any of the foregoing, all visiting contractors must be lawfully permitted to enter the facility under applicable and governing laws, rules and regulations (in addition to applicable and governing policies and procedures of Prime Wellness).

## **8. Deliveries.**

The following procedures shall be followed regarding deliveries to the Dispensary Facility:

a. Package, supply and bulk deliveries should always be directed to the loading dock located in the rear of the building.

b. Personal deliveries will be held at the lobby desk.

c. The security officer will obtain the appropriate employee's name and department from the delivery person.

d. The security officer will contact the appropriate employee, and inform him/her that there is a delivery in the lobby.

e. The employee will come to the lobby and accept, sign or pay for the delivery.

f. Security officers are not permitted to sign for, hold and/or accept deliveries for an employee.

g. Certain common deliveries such as bulk water, vending machine supplies, café' deliveries may be provided special access. They will be allowed to proceed after appropriate identification is provided. Notwithstanding any of the foregoing, no deliveries shall be conducted unless delivery and related entry to and/or in the facility is determined to be lawfully permitted under applicable and governing laws, rules and regulations (in addition to applicable and governing policies and procedures of Prime Wellness).

**QUESTION C.4.** *Provide 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.*

**RESPONSE C.4.**

Feelings of comfort, compassion and convenience do not thrive in environments that are neither supportive nor welcoming. Most people logically tend to stay away from places where they are not welcomed. Prime Wellness is particularly sensitive to this matter in connection with qualifying patients and primary caregivers (collectively, “patient” or “patients”). Due to the novel, debated and sensitive nature of recent medical marijuana developments in Connecticut and throughout New England in general, Prime Wellness conducted significant due diligence in assessing location desirability in terms of providing a supportive and welcoming environment above and beyond what is required by the Americans with Disabilities Act (“ADA”) Accessibility Guidelines;

**Supportive and Welcoming Environment.**

With respect to its chosen dispensary facility location, Prime Wellness found a building and a landlord that was fully supportive of the project and how synergy could be created towards the common goal of improving the quality of life for patients in a compassionate and professional atmosphere. In addition, Prime Wellness found a location where its business model would not be pre-judged by the local political establishment and would be sentenced to a life of always fighting an uphill political and public relations battle. As such, our site exists in a supportive and welcoming environment, enhancing the level of convenience and comfort for qualifying patients and in particular those inflicted with disabilities.

The Prime Wellness dispensary facility site was carefully chosen to maximize convenience for qualifying patients from throughout Connecticut in terms of location, ease of travel, availability of parking, external building environment and amenities, internal building environment and amenities, availability of ancillary services, supportive and welcoming environment, and comfortable accommodations for educational activities.

The site features a parking lot that includes (or will include) handicapped accessible spaces, and such will be upgraded to meet and/or exceed all the ADA accessibility requirements.

Through the ample resources of Prime Wellness, and the openness of the landlord, Prime Wellness will ensure the provision of the following amenities:

- Ample lighting, coupled with architectural lighting at entrances, which will serve in making the patient feel more safe, at ease and comfortable in terms of parking, entering and exiting the building, and leaving the premises; and

- Handicap accessible ramps, curbs and entrances around the site and at building entry points to make the site very convenient and safe for disabled patients.

Our exterior amenities will be maintained on a regular basis, and will be kept in such a manner, so that accessible parking spaces and building access will always be a priority, including without limitation the removal of obstacles in a timely manner, the removal of snow and ice in a timely manner, the enforcement of proper use of handicap parking spaces, and ensuring that entrances are always easily accessible..

Prime Wellness will also seek to install customizable street signage with larger font to allow our patients who are vision impaired to be better able to site/locate our dispensary facility in an easier and a safer manner.

#### Comfortable Accommodations for Experiences and Activities.

The dispensary facility will feature useable space for patient and caregiver comfort and enjoyment. The spaciousness of the center is intended for patient convenience, including without limitation the ability to be able to spend time at the dispensary facility reading educational literature from Prime Wellness' library, taking a class, and/or participating in a study.

Prime Wellness did not want its dispensary facility to have such limited space and amenities leaving a patient with no option but to receive medicine and quickly depart. As such, the Prime Wellness dispensary location will conveniently allow patients to participate in workshops at the center itself, particularly activities accessible and tailored to our patients with disabilities.

Prime Wellness intends to coordinate the availability of individual amplified hearing assistance devices at the dispensary facility so as to make the patient experience even more enjoyable. We also believe that our patients will appreciate having access to free services, particularly Wi-Fi support of patients' personal mobile devices.

#### Other Notable Features.

Other notable features the Prime Wellness will seek to characterize the dispensary facility site with so as to appeal to and benefit our disabled patients (and other patients) are as follows:

- Zoned climate control system for occupant comfort.
- Class A interior finishes, which create an aesthetically pleasing, comfortable and convenient space for patient use.
- Glass display to allow better accessibility.

- Handicapped accessible, convenient and private bathrooms.
- Drinking fountains and complementary beverages on hand.
- Direct and indirect lighting that creates a softer and more comfortable interior environment.
- Graphic printing and signs with large font or Braille font.
- Entry overhangs and vestibules for dry and secure waiting.
- Ample and indigenous landscape features and plantings creating an aesthetically pleasing and relaxed environment.
- Tablet based, web enabled device for product inquiries and ordering.
- Large font print graphics and product information for visual assistance.
- Concierge or escort service assistance for disabled patients arriving at the facility.
- Handicap door installation at each primary entrance.

Prime Wellness will also adapt its space to welcome service animals, and will have fresh water for service dogs.

Finally, Prime Wellness will make its best effort to seek to employ staff that has knowledge in ASL (American Sign Language), enhancing the experience of patients with hearing disabilities while at our dispensary facility.

If employees are interested in such training, Prime Wellness will coordinate, support and otherwise assist in such employees training.



**QUESTION C.5.** *Provide a detailed description of any air treatment or other system that will be installed and used to reduce off-site odors.*

**RESPONSE C.5.**

Based on knowledge and experience, Prime Wellness will establish and implement a system within the facility to reduce off-site odors through keeping rooms containing marijuana and marijuana products under negative pressure so as to allow for a controlled inward flow of air and adequate turnover. The required metric is a “turnover” of all of the air in the rooms once every ten minutes in order to both (i) mitigate odors and (ii) to ensure that any CO<sub>2</sub> that could possibly result from marijuana is purged from the workplace. Liquid carbon dioxide is used as the extracting solvent. The air handling system to be used to mitigate odor is comprised of 4 steps.

First, rooms containing marijuana and marijuana products shall be maintained at a negative pressure as in-line fans will be situated to pull air out of such rooms. As such air is being pulled out, “make-up” air from the outside will be filtered through an appropriate High Efficiency Particulate Absorption filter and heated or cooled as necessary to maintain a comfortable working environment at 68F.

Second, air that is “pulled out of the room” shall be forced through an appropriate number of charcoal filters that function to absorb the malodorous substances.

Third, air that has been passed through the activated charcoals will then be passed through a plenum space containing an ozonator. An ozone generating machine will serve to degrade the malodorous terpene chemicals that are very prevalent within the cannabis.

Finally, air that has been filtered through activated charcoal and ozonated shall be discharged to the outside environment.

The specific number of in-line fans and the number of activated charcoals filters will be specific to room size (meaning the actual cubic feet of the room), and the most important aspect is to have the interior space under negative pressure and the air that is discharged pass through activated charcoal and then preferably also ozonated before discharge to the outside environment.

**QUESTION C.6.** *Provide 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.*

**RESPONSE C.6.**

Prime Wellness is particularly sensitive to all of the issues surrounding the transportation of marijuana and marijuana products, and the fact that this is an issue that Prime Wellness will always need to continue vetting and coordinating with local law enforcement and the State Police. Prime Wellness is also sensitive to the fact that, due to the economy and budget cuts, law enforcement manpower and resources have been depleted at a time when the safety and security demands of this evolving issue have escalated and become a paramount concern. In light of the violence that has occurred within the medical marijuana industry across the country, Prime Wellness is well aware of the real potential for marijuana dispensary and production facilities, and modes of transportation relating thereto, existing as targets for robbery and other crimes.

As such, Prime Wellness has taken extreme care with respect to developing its Safety and Security Plan and in establishing the protocols described herein relating to the transportation of marijuana and marijuana products. Prime Wellness has adopted the highest standards and best practices being implemented in Maine and being suggested by our security team and law enforcement officials familiar with this industry. As a dispensary facility, Prime Wellness will coordinate deliveries with production facilities in accordance with the expectations and protocols described herein.

Prime Wellness will request and expect that all marijuana will be transported from the production facility to it as a dispensary facility via low profile unmarked (to origin) SUVs that are specially equipped with (i) a safe that is not visible from the outside and that is bolted to the interior floor of the vehicle, and (ii) restricted access procedures in place. Prime Wellness will provide best practices advice to production facilities as follows:

- As deliveries are made from the loading dock of the production facility, a security officer at such site should verify the delivery person's identity, should search the vehicle exiting the facility, should remain with the driver the entire time while on site, and should verify and record the amount of inventoried marijuana present and being delivered in the vehicle as part of an overall plan to prevent diversion and track inventory during transport.
- All transportation of marijuana should be conducted with the most secure and precise operational planning.
- All times and routes should be planned prior to any movement, and all routes will be surveyed within one hour of the move.

- All routes and departure times should be changed, and transport should not follow any set route.
- The transportation vehicle should be manned by two armed security officers, and at least one should remain with the vehicle at all times when it contains product.

Prime Wellness as a dispensary will coordinate transportation and delivery plans with the security personnel or management of such production facility so as to enhance and maximize safety and security, and guard against diversion and inventory breaches. As such and relating to a production facility transporting marijuana and marijuana products to Prime Wellness as a dispensary facility, Prime Wellness ensure that a security officer at its dispensary facility immediately prior to delivery will verify that the following has occurred:

- such dispensary facility security officer shall patrol hallways and waiting areas within the dispensing site and the exterior parking lot;
- such dispensary facility security officer shall observe and report any suspicious or unlawful activity that takes place within or around the property lines of the dispensary facility;
- such dispensary facility security officer, as deliveries arrive from the production facility, will create a safe perimeter so that the marijuana and marijuana products can be delivered without incident;
- such dispensary facility security officer together with one of the production facility security officers, as deliveries arrive at the dispensary facility, will verify the delivery person's and the receiving person's identity, will search the transporting vehicle entering the dispensary facility, will remain with the driver the entire time while on site, and will verify and record the amount of inventoried marijuana and marijuana products delivered from the vehicle as part of an overall plan to prevent diversion and track inventory during transport.

The inventory records or recordings described above shall include, as a minimum, the date and time of the inventory, a summary of the inventory findings and the name, signature and title of the individual security officer who conducted the inventory. The Director of Security shall confirm at the end of the day that there was no discrepancy in, or adverse event with respect to, any of such inventory. Upon discovery of a discrepancy in any such inventory or other adverse event, the Director of Security shall immediately notify the Connecticut Department of Consumer Protection (the "Department"), the local municipal police department and the Connecticut State Police by telephone of the discrepancies or adverse event(s) identified with respect to marijuana inventories so as to be in compliance with all Connecticut laws and regulations.

Prime Wellness as a dispensary would expect the production facility vehicles to be equipped with the following equipment:

- Commercial Grade Global Positioning System, which will provide law enforcement the ability to track the vehicle;
- VHF and Digital Radio Communications;
- Run Flat Tire, which will allow the vehicle, when loaded, to have the ability to return to a secure location in the case of a flat tire; and
- not in limitation of the foregoing, two way communication between the security base at the production facility as well as backup communication with company issued cellular phones.

With respect to the overall Safety and Security Plan relating to the transportation of marijuana and marijuana products, such will include an involvement and coordination plan with local law enforcement. As such, Prime Wellness' Director of Security will regularly meet with the specified designee of the local municipal police department to formalize and update a plan of interaction and coordination with such department in connection with the dispensary facility project and marijuana transportation. In addition to the above steps and procedures, the following will be determined and agreed to:

- (a) all routes and departure times relating to marijuana transportation would be delivered in advance to a command staff member designated by the local municipal police department; and
- (b) all alarm companies will be coordinated and registered with the local municipal police department.

As part of Prime Wellness's overall Safety and Security Plan, Prime Wellness will ensure that its security officers receive ongoing and continuous training and education in surveillance and anti-surveillance techniques so as to avoid or minimize the potential of Prime Wellness being a target in connection with any phase of marijuana or marijuana product transportation. Prime Wellness will also maintain a security system at each site under its control, and will provide for safeguards against theft or diversion that is facilitated or hidden by tampering with computers or electronic records, including without limitation the presence of alarm motion sensors to monitor the privacy and security of electronic data relating to inventory and patient records.

Please see below images of sample transportation vehicles described above.



**QUESTION C.7.** *Provide a detailed description of the training and continuing education opportunities that will provide to dispensary facility employees.*

**RESPONSE C.7.**

Prime Wellness understands that a critical factor in the success of its dispensary facility is the dedication, knowledge and compassionate care of its dispensary employees working together with a common purpose. Many organizational theorists have postulated on what is the surest way to achieve this ideal group productivity and shared mission. If the phrase “teamwork” has become somewhat of a cliché, it is only because everyone considers it such an important, if sometimes elusive, goal.

**Training Modules.**

Prime Wellness has utilized the exemplary and broad experience of its officers and executive managers to develop a training program designed to develop and test for the unique skills and knowledge desired by Prime Wellness in its dispensary agents. Under the direct supervision of Prime Wellness’ Chief Executive Officer, but with input from all of Prime Wellness’ tested professionals including its Officer Manager (a/k/a Dispensary Manager), we have devised a series of Training Modules designed to focus and enhance both the general and specific knowledge of our team. Prime Wellness’ Training Modules are as follows:

- **Training Module One:** Laws and Regulations Governing Medical Marijuana (for all dispensary employees);
- **Training Module Two:** Confidentiality; Patient Privacy; HIPAA; and Electronic Recordkeeping (for all dispensary employees);
- **Training Module Three:** Protocols for Reception/Registration Specialists (for Prime Wellness’s Reception/Registration Specialists and executive management team);
- **Training Module Four:** Protocols for the “dispensary counter and sales” venue of the Compassion Center (for Dispensary Technicians and executive management team);
- **Training Module Five:** Security Considerations and Protocols (for Security Officers and executive management); and
- **Training Module Six:** Safety, Security and Disaster Preparedness (for all dispensary employees).

These Training Modules cover every aspect and detail of the performance, analysis and cooperative efforts required by Prime Wellness of its dispensary employees. They are mandatory. Written testing is conducted, at orientation and at one-year

anniversaries, to confirm that Prime Wellness' procedures are well understood and consistently implemented. The probationary status of an employee will not be lifted prior to the successful completion of Prime Wellness' required training and testing program.

Not in limitation of the foregoing, each dispensary employee, at the time of his or her initial appointment, shall receive, as a minimum, training in the following:

- Professional conduct, ethics, and state and federal laws regarding patient confidentiality;
- Informational developments in the field of medical use of marijuana;
- The proper use of security measures and controls that have been adopted;
- Specific procedural instructions for responding to an emergency, including robbery or violent accident.

Prime Wellness firmly believes that its team members shall support one another, shall embrace and understand the need for the orientation and ongoing training process described herein, and shall receive the same orientation and training, and that a consistent, thorough orientation and training program is the best way to achieve Prime Wellness' goals and mission statement — including without limitation its goal of establishing the most exemplary dispensary facility with the highest operational standards in the United States.

### **Employee Handbook; Employee Benefits.**

Prime Wellness has developed a comprehensive Employee Handbook for use by its employees and managers. All employees are provided with a copy of the Employee Handbook at the time of hire for their personal use.

Any questions or comments regarding the policies set forth in the Employee Handbook shall first be addressed to the employee's supervisor. If the employee's supervisor is unable to answer the questions, or respond to the comments, of the employee, the employee should contact Prime Wellness' Human Resources Manager. Prime Wellness has an "open door" policy regarding any employment issues that are important to employees. Any employee may present questions and comments in writing, and will receive a written response.

Prime Wellness believes in open dialogue between employees and managers. Therefore, an employee need not fear, or feel disadvantaged as a result of, raising issues about potentially unclear policies, and/or making constructive comments and criticisms. Everyone at Prime Wellness benefits from open and consistent personnel policies. Nevertheless, Prime Wellness has made every effort to provide a comprehensive Employee Handbook, and encourages each dispensary agent to read it thoroughly.

### **Commitment to Employees; Advanced Training and Education.**

Prime Wellness' dispensary employees are selectively recruited, in large part, based upon their enthusiastic commitment to working in the challenging and rewarding setting of Prime Wellness' dispensary site. Prime Wellness recognizes its team members' intellect, spirit and compassion. They are what makes Prime Wellness special, and, most importantly, they are what contribute to the relief and comfort of patients through their experience at Prime Wellness' dispensary site.

Prime Wellness is committed to the advancement and intellectual enrichment of its team members. No Prime Wellness dispensary agent shall hesitate to discuss with his or her supervisor any educational or training opportunities of which the employee is aware, for his or her personal or professional development. Prime Wellness is developing an employee-tuition program to assist team members, and invites inquiries and suggestions as this program is developed and implemented.



**QUESTION C.8.** *Provide a detailed description of any processes or controls that will be implemented to prevent the diversion, theft or loss of marijuana.*

**RESPONSE C.8.**

Numerous policies and procedures exist for Prime Wellness given the nature of its industry and the multi-faceted character of its business operations. Since the prevention of diversion, theft and loss of marijuana is a most significant goal of Prime Wellness, many of such policies and procedures that have been adopted by Prime Wellness were done so in manner to help advance and achieve such goal. As a result, Prime Wellness' Safety and Security Plan, Transportation Plan and Inventory Control Plan (most of which have already been described in this application) were all drafted in a manner to assist in the implementation of processes and controls to prevent the diversion, theft or loss of marijuana.

Prime Wellness' inventory management program runs through all phases its operations, touches on numerous personnel and is part of the policies and procedures governing the foregoing operations and personnel. Such program covers product delivery/transportation, prevention of diversion, and storage of marijuana through personnel physical duties and through Prime Wellness' point of sale and inventory control tracking software.

**Inventory Control – Law and Security.**

Prime Wellness shall adhere to the following inventory control steps:

- (a) On a weekly basis, Prime Wellness' Director of Security and Pharmacist/Dispensary Manager will jointly verify that the facility does not possess an amount of marijuana that exceeds the total of allowable amounts of marijuana pursuant to Connecticut law.
- (b) On a weekly basis, Prime Wellness's Director of Security and Director of Operations will jointly review the Dispensary Facility card and biometric fingerprint access systems and CCTV systems footage to ensure compliance with proper access and inventory control security procedures.

**Inventory Control – Physical Steps.**

Not in limitation of the foregoing, Prime Wellness' Director of Security and Director of Operations shall adhere to the following inventory control steps and matters:

- (a) Conduct an initial comprehensive inventory of all medical marijuana at the Dispensary Facility on the date that Prime Wellness first dispenses medical marijuana;

- (b) Conduct a comprehensive inventory at intervals not to exceed six months from the date of the previous comprehensive inventory;
- (c) Conduct a monthly inventory review of stored, usable marijuana;
- (d) Within six hours of discovery of a discrepancy in any inventory or other adverse event, notify the Department, the local Police Department, and the State Police by telephone of the discrepancies identified during inventories conducted and reviewed;
- (e) Establish, through the Director of Security, a database with a hardcopy back-up of all service, testing and breaches of the alarm systems;
- (f) In the event of any failure of the security-alarm systems, due to loss of electrical support or mechanical malfunction that is expected to exceed an eight-hour period, the Director of Security shall maintain in an auditable form for a period of at least twenty-four months after the event for all inventories conducted and reviewed pursuant to the regulations as applicable. The record shall include, as a minimum, the date of the inventory, a summary of the inventory findings and the name, signature and title of the individual who conducted the inventory.

**Inventory Control - Tracking.**

In conjunction with Prime Wellness’ Management/POS Software and internal inventory and security procedures, inventory of Prime Wellness’ marijuana at the Dispensary Facility can be tracked with a high degree of accuracy. Inventory checks and cross-checks are performed in accordance with the laws, rules and regulations of the State of Connecticut as applicable, and also with the procedures set forth in Prime Wellness’ Safety and Security Plan.

**Inventory Control - Storage of Usable Marijuana.**

All inventoried marijuana shall exist in fire/theft proof combination locked safes at the Dispensary Facility, and shall remain in the safe until required to be present at the display or sale counter.

**Inventory Control – Personnel Duties:**

Inventory Manager. As described in this application, the Inventory Manager duties at the Dispensary Facility include:

- weighing for accuracy and documenting transactions regarding medical marijuana products; and
- monitoring inventory data in Prime Wellness’ POS/Management system.

Security Officers. Prime Wellness will limit the number of employees and other persons who have access to the medical marijuana. The interior storage areas will be protected by concrete and/or steel reinforced walls with biometric door locks, and only authorized personnel will be allowed in this area.

Root Cause Analysis of Any Breach. After a breach of security, whether an unexplained burglar alarm or an unauthorized person in a restricted area, an employee under the supervision of the Director of Security shall conduct a complete inventory of usable marijuana and the Director of Security shall conduct an investigation as to the root cause of the event with recommendations for a way to rectify. The final report will be forwarded to the Pharmacist/Dispensary Manager and Director of Operations.

### **Inventory Control – Information Technology.**

The cornerstone of Prime Wellness's operation is its POS and Inventory Management Software, which is intended to be specifically developed and supported by NCR Counterpoint Enterprise or a comparable provider to supply the necessary database features, record-keeping attributes and critical reports required by an operation such as Prime Wellness.

Prime Wellness accounting system will be Microsoft Great Plains/Dynamics integrated through a proprietary code with NCR Counterpoint Point of Sale system. This system allows tracking of all items. Prime Wellness will use a bar code inventory feature to track the medical marijuana.

## **SECTION D.            PROPOSED MARKETING PLAN**

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

### **RESPONSE D.1.**

Prime Wellness' marketing plan is oriented towards stimulating a growing dialogue between the medical cannabis community and the conventional medical community, and in creating greater awareness, education and understanding among patients, caregivers and the local community with respect to (a) Prime Wellness as a company; (b) the medical marijuana program existing under Connecticut law; (c) advances in and the realities of medical marijuana use in the area of pain medicine, and (d) risks associated with improper knowledge and/or use of medical marijuana.

As such and in large part through its Medical Advisory Committee, Prime Wellness' approach of marketing through education and awareness outreach will be primarily based on items one (1) through (8) below. Prime Wellness' Medical Advisory Committee will be led by Corey A. Burchman, MD and Gilbert J. Fanciullo, MD, MS with respect to Prime Wellness' marketing plan.

In addition to the marketing plan materials referenced herein, please see Exhibit J attached hereto with respect to other marketing plan materials.

Gilbert J. Fanciullo, MD, MS is a Professor of Anesthesiology at Dartmouth Medical School, and Director of The Pain Management Center at Dartmouth Hitchcock Medical Center, Lebanon, New Hampshire. Dr. Fanciullo is board certified in Anesthesiology, Pain Medicine and Hospice and Palliative Medicine. He has published more than 50 articles and book chapters pertaining to his specialty. He has served as a Board Member for the most prestigious national pain organizations, and he has lectured nationally and internationally, and has written and spoken on medical marijuana on a national stage. His interests have included the use of opioids for noncancer chronic pain, spinal and peripheral nerve stimulation, and the use of medical cannabis to treat pain, mood, gastrointestinal, and other disorders.

Corey A. Burchman, MD is an Assistant Professor of Anesthesiology, Dartmouth Medical School. Dr. Burchman is an anesthesiologist who specializes in and practices Neuroanesthesiology and Pain Medicine at Dartmouth-Hitchcock Medical Center in Lebanon, NH. He is the Medical Director of the Post Anesthesia Care Unit, Pre-Admission Testing, and the Same-Day Surgical Unit. Dr. Burchman's institution affiliations are Dartmouth-Hitchcock Medical Center, Lebanon; Anesthesiology; and the Pain Management Center. He is board certified in Anesthesiology (1998) and Pain Medicine (2005).

**1. Responsible Product Offerings, Brand Identity and Related Information/Education.**

Prime Wellness will offer a wide range of medical marijuana products under a unique brand and identity represented by a unique name and logo. The logo will clearly stand out as a symbol of clinical expertise and quality of service versus recreational icons. It will represent the values of the company around compassion and wellness (and will feature warm colors), with no representation of “marijuana leaves”, and with no offending representations that could evoke a lifestyle consumer brand.

All medical cannabis products will be clearly identified in sealed packages with appropriate wording such as “For medical use only, not for redistribution, keep out of reach of children and pets, use caution while driving or operating machinery”. The line of products will differentiate itself from other similar “non-medical” products. For instance, the edible packaging line will not be reminiscent of regular food items so as to deter children or young adults from eating them. Prime Wellness will also sell a line of locking jars and boxes in order to keep medicine out of the reach of non-patients, with clear instructions and an educational summary.

**2. Formal Educational Sessions for Community Health Care Providers.**

State laws governing the use of medical marijuana are changing rapidly. New scientific evidence supporting the use of medical marijuana is emerging on a regular basis. Keeping pace with the rapid changes in evidence-based cannabinoid therapeutics presents a challenge to a vast number of clinicians who realize the value of this potent new addition to their therapeutic arsenal and want to be able to knowledgeably offer it to their patients.

We plan a set of educational modules, sponsored by Prime Wellness, targeting medical practitioners and caregivers devoted to compassionate care and the evidence based and skillful use of medical marijuana. It is intended to provide both core knowledge sophisticated paradigms surrounding the use of cannabinoids. It will include a thorough review of all the clinical and laboratory studies addressing medical marijuana, presented in an unbiased fashion, providing rational therapeutic approaches to cannabis therapy.

Broad curricular categories include:

- a. Basic science.
- b. Pharmacology.
- c. Therapeutic efficacy.

- d. A comprehensive review of common clinical conditions where medical marijuana has been shown to be useful, such as cancer, multiple sclerosis, Parkinson's disease, etc.
- e. Formulations.
- f. Patient safety and quality improvement.
- g. Compliance with applicable laws and regulations.
- h. Cannabusiness and Marijuana Politics.
- i. Medical Marijuana and Patient Rights.

We plan to present day-long conferences, for CME credit, with nominal or no charges, to providers in Connecticut. The material will be presented in several formats including lectures, interactive case-based discussions and clinical management simulation sessions where participants' clinical reasoning abilities will be assessed and strategies for incorporating, synthesizing and applying core critical care knowledge will be provided.

The faculty of Prime Wellness' Medical Advisory Committee, led by Corey A. Burchman, MD and Gilbert J. Fanciullo, MD, MS who are on the faculty of Geisel School of Medicine at Dartmouth and clinician/leaders at Dartmouth-Hitchcock Medical Center, will direct and lead didactic sessions, facilitate interactive discussion sessions, and direct clinical management practice sessions. As referenced above, Dr. Burchman is a respected and distinguished figure at Dartmouth directing the Section of Neuroanesthesia, and Dr. Fanciullo is a national figure in pain medicine, and has written and spoken on medical marijuana on a national stage. He, for example, presented a lecture as an invited Professor, at Yale University on April 23, 2013 entitled "Therapeutic Cannabis" to an audience of physicians, nurses, and other interested providers. Additional faculty, national leaders in laboratory and clinical medicine, will be recruited to participate. The primary aim of the courses will be to educate providers, using evidence based strategies, so that they may rationally incorporate medical marijuana into their therapeutic schemes. Secondary aims will be to provide a thorough understanding of science, risks, benefits, and decision making surrounding the use of medical marijuana.

**3. Involvement of Physicians and Other Health Care Providers in Organizing Marijuana Education on Local and National Levels Via Existing Provider and Community Leadership Groups.**

We will organize and present material pertaining to medical marijuana at national meetings such as the American Pain Society, and at regional meetings such as the newly reforming New England Pain Society. Presentations can be done at national, regional and local professional society meetings of any specialty group including but not limited to gastroenterology, psychiatry, neurology, etc. Presentations will be organized through societies representing all major health care participants including nursing, physician

assistants, nurse practitioners, pharmacists, and community groups such as Hospice Organizations, American Legion, American Hospital Association, etc.

**4. Hosting and/or Sponsoring Public Local Events and/or Workshops.**

In addition to the foregoing, we will also market and educate by partnering with subject matter experts in the hosting and/or sponsoring (as appropriate) of local public events and/or workshops, including but not limited to:

- a. Cultivation classes.
- b. Cooking classes.
- c. Seminars featuring patients and their experiences.
- d. Seminars featuring legal experts in the continuously developing and changing medical marijuana industry.
- e. Scheduled talks by physicians, pharmacists, nurses and other medical practitioners and healthcare providers.

Seminars involving the common participation of patients, doctors and community though leaders will also be organized to allow cross education, experience sharing and give an opportunity to any participants to ask questions and receive answers, from patients to doctors, from caregivers to media and community leaders. In the form of a town hall format, these sessions will increase education and integration of patients, employees and their families.

**5. Material for Patients, Providers and Community.**

Written materials, as well as seminars and group sessions with subject matter experts, for patients, providers and the community will be provided on and address the following:

- a. Safe use and storage of medical marijuana.
- b. Medical indications for its use.
- c. State laws and rules addressing its use.
- d. Dosage information.
- e. Risks of use at work; while driving; if you plan to become pregnant; if you use other medication; with alcohol.

- f. Differences between and best uses of the many varieties of medicinal-grade marijuana Prime Wellness offers.
- g. Options for smoke free alternatives including tinctures, oils, edibles, and vaporizers.
- h. Alternative health practices that are useful for patients who suffer from chronic pain, inflammatory bowels disease, cancer, degenerative neurological diseases, etc.
- i. How to help qualifying low-income patients.
- j. Various production and/or cultivation methods.
- k. A list of knowledgeable providers who can help coordinate your treatment with medical marijuana with your medical problems or conditions.
- l. Use of medical marijuana in patients suffering from a chronic condition qualifying under Connecticut law as a “debilitating medical condition”.
- m. Use of medical marijuana in persons with an advanced serious illness that qualifies under Connecticut law as a “debilitating medical condition”.
- n. Use of medical marijuana at the end-of-life.
- o. Use of medical marijuana in patients who have a history of addictive disease.
- p. How to best use medical marijuana if I suffer from Multiple Sclerosis
- q. How to best use medical marijuana if I suffer from Parkinson’s disease.
- r. How to best use medical marijuana if I have cancer.
- s. Why young persons should not use marijuana.
- t. The risks of using marijuana for recreational purposes.
- u. Parents and how to explain to your children why you medicate.

**6. Web-Based Video Educational Modules Produced by Prime Wellness and Offered Free of Charge to Patients, Providers and the Community.**

A series of brief (20 minute) educational modules addressing items listed in Section 4 above that will be accessible via You-tube or similar medium.



**7. Local Media and Events.**

Prime Wellness will maintain strong relationships with the local media such as television and newspaper, acting as a thoughtful leader and expert on matters relating to medical marijuana subjects. Prime Wellness will also participate in local charitable and community events, such as cancer walks and police fundraising events, patient community centers, and appropriate fairs. Booths allowing for education and outreach will be set up, as well as organized sessions with keynote speakers, so as to continuing dialogue around the various medical marijuana topics.

**8. Interactive Website and New Media Interaction.**

Prime Wellness will also maintain a current and interactive website so as to keep interested parties informed and educated through access to an extensive reference library that includes current research on medical marijuana, legal aspects, booklets on specific conditions treated by cannabis, and reference materials on integrative medicine.

The website will include specific sections for patients, doctors, caregivers and an extensive “Frequently Asked Questions” module about the products and the company as well as a blog section from Prime Wellness experts with respect to news, current events, upcoming events, recent studies, etc. Social media such as Facebook and Twitter will also be in place and managed daily to allow for instant communication with patients, community members and other stakeholders. These very effective tools will keep people informed of ongoing seminars and updates, and they will be monitored for content on a regular basis. Part of building Prime Wellness community will be a monthly e-newsletter to registered patients that wish to receive it and any other interested parties. Digital virtual events will be planned using new media web technology allowing live Q&A forums.

The web site shall feature the items referenced in Sections 5 and 6 above, and shall provide other “library reference materials” similar and in addition to those examples set forth below:

**Internet Resources on Medical Marijuana:**

<a href="http://norml.org">http://norml.org</a> :	National Organization for the Reform of Medical Marijuana Laws
<a href="http://www.safeaccessnow.org">www.safeaccessnow.org</a> :	Americans For Safe Access
<a href="http://www.maps.org/mmj">www.maps.org/mmj</a> :	Multidisciplinary Association for Psychedelic Studies
<a href="http://www.drugwarfacts.org">www.drugwarfacts.org</a> :	Drug War Facts (Common Sense for Drug Policy)
<a href="http://www.drugpolicyalliance.org">www.drugpolicyalliance.org</a> :	Drug Policy Alliance

<a href="http://www.mpp.org">www.mpp.org</a> :	Marijuana Policy Project
<a href="http://www.cannabinoidsociety.org">www.cannabinoidsociety.org</a> :	International Cannabinoid Research Society
<a href="http://www.cannabis-med.org">www.cannabis-med.org</a> :	International Association for Cannabinoid Medicines

**Reference Books and Articles:**

- ASA Booklets on Specific Conditions - Booklets on cannabis use to treat HIV/AIDS, Multiple Sclerosis, Arthritis, Gastro-Intestinal Disorders, Movement Disorders, Cancer, Chronic Pain, and issues associated with Aging.
- Center for Medical Cannabis Research (CMCR) Report (2010)
- O'Shaughnessy's Journal of Cannabis in Clinical Practice
- The CannaBible (Jason King)
- Cannabinomics (Christopher Glenn Fichtner MD)
- Drug War Facts 6th Edition (Editor Douglas A. McVay)
- The Emperor Wears no Clothes (Jack Herrer)
- It's Just a Plant, a Children's Story of Marijuana (Ricardo Cortés)
- Marihuana - The Forbidden Medicine (Lester Grinspoon, M.D.; James B. Bakalar)
- Edibles and Potables Whitepaper (J. LaForce, R.Ph., CGP)
- Cannabis Yields and Dosage (Chris Conrad)
- Marijuana and the Cannabinoids (Mahmoud A. ElSohly, Phd)
- Integrative Oncology (Dr. Donald Abrams and Dr. Andrew Weil)
- Chinese Herbal Medicine Formulas & Strategies (Dan Bensky & Ranall Barolet)
- The Illustrated Encyclopedia of Healing Remedies (C. Norman Shealy)
- Pharmacist's Guide to Medicinal Herbs (Dr. Arthur M. Presser)

## *Prime Wellness' Know Your Edibles*

Welcome to the Prime Wellness' guide to safety and effectiveness for the consumption of alternative dosage forms. Below are tips for safety and effectiveness in consuming edibles, with awareness to the strength and amounts that each individual should take to alleviate their symptoms. We offer five strengths of edibles, starting at one-half strength and increasing to a single dose, triple dose, five dose, and ten dose strength. If you are "cannabis-naïve" or a first-time edible patient, we suggest starting with a half-dose edible and observing the overall effect that the lightest strength has on both your body and mind. You can gradually increase the strength over time if necessary.

☸ All of our edibles are carefully enhanced with a consistent strength that will not vary. If you are not obtaining the desired effect, then you may be building a tolerance to the medicine – in such case, you can adjust the dose accordingly. Also, you may try giving your body a rest by taking a "medicine vacation" for a few days or taking the medication every other day for a week – which may increase the effectiveness of the medicine.

☸ When using Prime Wellness' products, please remember that it is very important to not cross medicate or use alcohol, as the effects may be strengthened and cause a THC overreaction such as extreme drowsiness, dizziness, or nausea. In addition, please do not operate machinery or drive while medicating with edibles which might cause drowsiness or slow reflexes. All of our products are safe; however, there should always be a safe place and a specific period of time reserved for the consumption of this medicine. If you over-medicate, please be reminded that Cannabis is not toxic or lethal. The symptoms will disappear in a few hours. Stay calm, hydrated, and eat food.

☸ Prime Wellness is pleased to bring you another way to medicate with our enhanced drinks. Each drink contains three servings per bottle, and is labeled on the neck with the amount of THC in the bottle as a standard. This number corresponds to the whole amount in the bottle and not with respect to each serving. Our drinks and edibles are quite strong as observed by testing through a Gas Chromatograph/ Mass Spectrometer (GCMS). If you are new to the use of medical cannabis, please note that one serving, or a third of the bottle, should be the starting point for medicating. We follow all regulations for safety in the bottling of these drinks, and the drinks are tested in a lab for safety and shelf life. It is recommended to take this medication with a protein/fatty food, such as raw nuts or nut butter, to increase absorption and decrease the risk of over-medicating.

☸ Medical cannabis is safe, and all active cannabinoids will be processed by your body without toxic or long-term effects. However, responsible use is important to you and the community in which you live. Remember, "Start Low and Go Slow". When consuming cannabis, it can take up to 1 to 1+1/2 hours to see effectiveness, which can last 8-12 hours depending on individual body chemistry. It is advisable to wait 1 hour before taking more.

**Please Keep Out Of Reach Of Children.** All enhanced products and medication should be kept in a safe, preferable locked location so that children cannot access them.

## *ASA's Guide to Using Marijuana*

### **Using Marijuana**

#### **Smoking**

Smoking marijuana produces the most immediate effects, and permits the most refined control of your dosage. Smoking any material is not good for the lungs, but the amount of marijuana you need to smoke is so small that you need not be overly concerned. It is better to smoke the flowers rather than the leaves as such will reduce the amount that you will need to smoke.

#### **Vaporizing**

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 and, as a result, can save the patient money in the long term.

#### **Eating**

Marijuana can also be eaten, as it can be baked in brownies or cookies, and sometimes made into a candy or the like. When consumed in this manner, you may find that it takes longer to feel the effects, and may take longer to learn how to control your dosage. However, when you do feel the effects, they may be stronger than those felt by smoking. You may also feel a certain heaviness in your body. This feeling will not hurt you. Schedule your time so that you can relax when you take the medication in this manner.

#### **Tea**

Like other herbs, marijuana may be made into a tea. One would boil the water first, and then 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.

#### **Tincture**

To prepare a tincture, use 5 parts fresh marijuana to 1 part vodka. If you are using dried marijuana, as is usually the case, use 10 parts marijuana to 1 part vodka. An easy way to do this, if you don't have measuring equipment, is to fill whatever container you are using (glass is preferable as you don't want to leech any residues from metal containers) to thirds full with marijuana, then fill the container with vodka and let stand for a week or

more. Afterward, strain the solution. If you use a larger portion of marijuana, the resulting tincture will be more potent.

### **Compress**

Follow the recipe as for tea. Make as much as you need to thoroughly soak the cloth you intend to use. Apply to pain, and leave on ½ hour.

### **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. Do not smoke this product. It has the potential for overdose. Use only under the supervision of a doctor.

### **Side Effects**

Marijuana is one of the safest medicines - it is impossible to consume enough to produce a toxic effect in the body. However, if you are unfamiliar with it, there are some effects which you should be aware of so that you can use it more effectively.

### **Uneasiness**

Marijuana usually has a soothing and comforting effect on the mind. Sometimes, however, people do experience feelings of anxiety. If this happens to you, there are several things you can do. Try to stay in environments where you feel naturally comfortable. If you feel anxious, sit or lay down, breathe deeply, and relax. If you have loved ones with you, hold each other for a while. If you have a pet, hold or stroke it. Eating will often quickly reduce the feeling of anxiety. Then, the next time you use it, try reducing your dosage. Because of our social training, you may have feelings of guilt. Know that you have a right to your medicine.

### **Hunger & Thirst**

Many patients use marijuana to stimulate appetite. If you are not using marijuana for this purpose, drink water or juice. If you wish to eat, then eat good nourishing food rather than sweets.

### **Redness in the Eyes**

This will not hurt you. If you must go out in public and are concerned about others' reaction to the redness, then wear sunglasses or use eye drops.

### **Drowsiness**

If marijuana makes you sleepy, then take a nap if you can and so desire. As with all medicines that can produce drowsiness, please do not drive or operate heavy machinery.

### **Sleeplessness**

If you find that you cannot sleep for a while after using marijuana, then try reducing your dosage and avoid using it for about two hours or so before you want to sleep.

### **Short-Term Memory Loss**

Sometimes people find it difficult to carry on a complicated conversation, keep track of details, or perform complex tasks. If this happens to you, then schedule your time so that you do not have to perform such exercises when using your medicine.

### **Giddiness**

Many people find that things which normally don't seem funny become quite amusing when they use marijuana. Most people enjoy this effect. If you must deal with situations where humor would be inappropriate in your judgment, then schedule your time so that you do not have to deal with such when you are taking your medicine.

## *Cannabis Indica and Cannabis Sativa -- What Are They?*

### History and Background.

Most of the Cannabis in the United States until the mid 70's came primarily from or via Mexico. There were also rare Sativa strains from Thailand and Columbia. Hashish/Hash was made from *Indica* strains in the Middle East and *Sativa* strains from South East Asia.

Around 1975, Indica seeds from the Cush Mountain region of Afghanistan came to California primarily. These Indicas grow above the 25<sup>th</sup> parallel at higher altitudes, while Sativa grows best inside the Tropic of Cancer/Capricorn at lower altitudes where summers are long and hot.

There are some Sativa "Land Race" strains that grow at around the 24<sup>th</sup> parallel in Mexico. These northern Sativa strains high in THC were combined with Indica strains from the Cush Region to create hybrid strains that could be grown in California. These hybrids were then bred with other Sativa strains from Columbia, Africa, and South East Asia to advance the THC content; all the while ignoring the high CBD (Cannabidiol) plants.

Most, if not all, of the strains of medical cannabis grown today in the United States are descendants from these first hybrids. They have been crossed and re-crossed to bring out certain medicinal traits needed by patients.

Lately and most excitingly, the medical growing community has been actively seeking high CBD plants. CBD is showing promise in many areas related to pain management and anti-inflammatory properties.

Indica plants from the Hindu Kush region are almost 50/50 THC/CBD. CBD is an antagonist to THC or moderates the psychotropic effect of THC. As such and by itself, Indica does not provide the THC "punch" of a sub-Tropic strain of Sativa.

Sativas tend to be high in THC and low in CBD. When growing out the first of the Indica/Sativa hybrid plants, early California growers selected for high THC content and bypassed the high CBD expressed plants. Some growers selected the high THC and moderate CBD plants because the structure of these hybrids usually shows the short and stocky stature of an Indica. These traits are desirable for indoor gardeners.

Cannabinoid amounts and profiles tend to vary even with a given strain. Methods of growing, cutting and curing, and the conditions under which they take place, combine to provide a rich and varied Cannabinoid profile. The phenol compounds and aromatic volatile oils also vary greatly. The Cannabinoid and Phenol compound profiles combine to give patients the therapeutic effects of cannabis.

With such a jumble of genetic material out there, one would think it impossible to recommend a particular strain. Fortunately with experience, your cannabis specialists can help you to pick the strains that do the best job for you.

### **Sativa.**

Sativa flowers smell of fruit (i.e. citrus, cherry, banana). Pine and candy-like flavors predominate the Sativa strains. Sativa is high in THC and low in CBD and other Cannabinoids, and tend to be more uplifting.

Sativas are mood elevators and, as such, are recommended for patients who need to medicate during the day so as to avoid the sleepy effects of an Indica. They are also being used to help with concentration and focus. Some patients, however, do not like the "up" or "tense" feeling of the Sativas.

Sativa or sativa-dominant varieties have been used to help with the symptoms associated with:

- Depression
- Attention Deficit Disorder (ADD)
- Appetite Loss

### **Indica.**

Indica flowers smell musky and sour. Dirt and urea smells are also reported. Heavy pine and resin tastes dominate the Indica smoke.

Pain management patients will tend to medicate more with Indica than Sativa. Indica strains are usually high in CBD and musky smelling phenol compounds that combine to help relieve pain and inflammation. Indica will have a sedative effect, making one sleepy and lethargic if used in larger amounts.

Indica or Indica-dominant varieties have been used to help with symptoms associated with:

- Chronic and acute pain
- Nausea
- Anxiety
- Multiple Sclerosis
- Parkinson's Disease
- Pre and Post Menopause



**SECTION E.**            **FINANCIAL STATEMENTS AND ORGANIZATIONAL  
STRUCTURE**

**QUESTION E.**        *Please provide the following: financial soundness and funding sources of the applicant; and appropriateness of credentials, training, qualifications, experience and other matters relating to applicant, backers and key personnel.*

**I.        ADEQUATE FUNDING FROM A UNIFIED AND SUBSTANTIAL  
SOURCE.**

**A.        Secured Adequate Funding in Advance.**

The foundation upon which Prime Wellness will be able to grow from a fledgling start-up entity to an established, mature and successful business operation is initially Prime Wellness' existing source of funding. Prime Wellness is fortunate to be able to rely on the substantial and collective net worths (and business backgrounds) of its members in order to ensure that it will be and remain well capitalized and financially sound for development and growth.

Thomas J. Nicholas, John P. Glowik, Jr. and Kevin P. Murphy, the founding members and owners of Prime Wellness (collectively, the "Members"), agreed to pledge their net worths and personal financial assets in order to underwrite Prime Wellness' business plan and to ensure that the issue of financing would not be an obstacle to Prime Wellness in its efforts to pursue a license and commence the process of building, developing and otherwise growing as a company.

Prime Wellness was formed on August 27, 2013, and the equity and membership interests therein are as follows: Kevin P. Murphy (50%), Thomas J. Nicholas (25%) and John P. Glowik, Jr. (25%).

The Members understand that substantial funding will be necessary to build a first class dispensary facility featuring without limitation proper security; top professionals; necessary point of sale, inventory control and other systems; the ability to satisfy patient demand and expectations; the ability to operate in a first-class and legally-compliant manner; and the ability to remain viable as an ongoing business. .

The Members have created a business relationship with Morgan Stanley of Connecticut in connection with this application and project. They have deposited Two Million (\$2,000,000.00) Dollars with Morgan Stanley in a pledge account for the express purpose of establishing an escrow account as required by the State with respect to a separate application for a potential production facility license. They have further pledged their net worths to financially support the development of the proposed dispensary facility described herein (in addition to the referenced production facility) in the event that Prime Wellness receive a license. Please see the attached personal financial statements and Federal Tax Returns of the Members for your evaluation.

**B. Substantial Net Worth, and Business Backgrounds, of Members.**

Prime Wellness is fortunate to also be able to rely on the substantial and collective net worth and business backgrounds of the Members in order to ensure that it will remain in a well capitalized and financially sound position.

Kevin P. Murphy

Kevin Murphy is a Connecticut resident, and the Chief Financial Officer of Prime Wellness. Kevin has a very impressive and successful track record as an entrepreneur in the financial services and investment industry, and in starting and growing companies (please see Kevin's business background attached hereto as Exhibit L). Kevin provided financing to Northeast Patients Group of Maine d/b/a Wellness Connection of Maine in order to assist Wellness Connection of Maine (i) advance its social mission and vision, and (ii) successfully develop four (4) state-of-art medical marijuana dispensary facility operations and a cultivation facility. Such facilities have been operational for more than one year, and are recognized as standard bearer operations in the medical marijuana industry in a very strict regulatory environment.

Thomas J. Nicholas and John P. Glowik, Jr.

Thomas Nicholas and John P. Glowik, Jr. were owners and operators of outpatient dialysis facilities in Connecticut, Massachusetts, New Hampshire and New York during the 1990's and into the early 2000's (see John's resume attached hereto as Exhibit L, and Tom's resume attached hereto as Exhibit L). Tom and John were vetted by those States' respective health departments, in addition to the Federal Medicare ESRD Program as to character, competency and financial suitability to fund such projects. As applicants, Tom and John were never denied licensing.

Tom, a resident of South Windsor, CT, was the Chief Executive Officer for five (5) Connecticut dialysis facilities, and John was Chief Executive Officer of the Massachusetts dialysis facilities. Each of these dialysis businesses produced annual revenues of between \$2,000,000.00 and \$4,500,000.00, and oversaw 11,250 to 22,500 medical treatments performed by their licensed staff per facility per year. In 1997, Fresenius Medical Care acquired all of Tom's and John's operating dialysis facilities in CT, MA, NH, NY and NC, together with associated medical businesses, in a deal worth more than \$100,000,000.00. Tom and John received their pro rata share of proceeds, remain financially substantial and have pledged their net worths to finance and grow this venture.

## **II. APPROPRIATENESS OF APPLICANT, BACKERS AND KEY PERSONNEL.**

In addition to securing such funding and being in a sound financial situation, Prime Wellness has put together a management team second to none that also demonstrates appropriate credentials, training, qualifications, experience and competency with respect to: (i) their collective ability to carry out their designated roles for Prime Wellness; and (ii) having had successfully completed work on projects of a similar size and scope, in the same or comparable line of business, to those required by this application process for a dispensary facility license.

### **A. Diversely Experienced Board of Directors and Central Administration.**

Prime Wellness recognizes the challenges it will face to operate a dispensary facility. It recognizes the numerous stakeholders involved with the project, including without limitation, law enforcement, patients, neighbors, legislators, the Connecticut Department of Consumer Protection, advocacy groups, the medical community and general public. With that in mind, Prime Wellness has assembled a Board of Directors and central management team comprised of individuals who are capable of addressing the diverse challenges facing this new organization; who have experience with start-up enterprises and strict regulatory compliance; and who are committed to Prime Wellness' mission statement and vision. The diverse backgrounds, professions and experiences of these individuals will position Prime Wellness in the best manner possible to run a complex enterprise, to understand and address the diverse concerns of all stakeholders relating to the organization, and to understand and address the financial, legal and other diverse business challenges that they will be facing.

### **B. Overview of Experiences in Running a Business of Similar Size and Scope.**

Prime Wellness has carefully assembled a team of directors, principal officers and day-to-day managers well recognized for having significant experience in successfully running complex organizations and other businesses of similar size and scope. These professionals bring to Prime Wellness a deep, relevant and diverse set of talents particularly well-suited to what will be critical for the managerial, operational, financial and public image success of one of the State's first-ever dispensary facilities.

Understanding that this dispensary facility will be a unique and high-profile project, the success of which many stakeholders (including the Connecticut Department of Consumer Protection, and the State of Connecticut in general) have a vested interest, Prime Wellness has secured the talents of:

- (i) A licensed and well established medical marijuana nonprofit corporation in the State of Maine which operates four dispensaries; operates a state-of-art cultivation facility; employs over 45 employees; services thousands of patients; and will serve in Connecticut as a consultant to Prime Wellness

in a very close and exclusive manner (Northeast Patients Group d/b/a Wellness Connection of Maine).

- (ii) owners and operators of licensed out-patient Dialysis facilities in Connecticut, Massachusetts, New Hampshire and New York who have been thoroughly vetted by both State Health Departments and federal agencies for quality of care, adherence to regulations and general character and competency, with patient care delivered by their facilities ranked amongst the highest in the nation as measured by standardized CQI quality indicators. (Thomas Nicholas of South Windsor, CT, and John P. Glowik, Jr. of Shrewsbury, MA);
- (iii) a highly successful business and money manager who has been instrumental in growing companies from inception to billion dollar operations, and who has assisted in financing and facilitating Northeast Patients Group d/b/a Wellness Connection of Maine (Kevin Murphy);
- (iv) a licensed pharmacist in Connecticut having over a decade's worth of experience as a pharmacy manager, and exercising responsibilities relating to such that range from inventory control and ensuring proper licensure to hiring staff and scheduling (Algis Domeika);
- (v) an operational manager with extensive experience in the legal medical cannabis industry, managing multiple company owned dispensaries in and around Colorado, as well as developing and managing the company's wholesale division while being responsible for all phases of the cannabis growing processes and related controls and tracking (Brett Sicklick);
- (vi) a Medical Advisory Committee to help the company develop new treatment therapies for the list of covered conditions, initiate medical research into advanced applications of the medicine, as well as provide scientific medical training to our state's medical community through CME qualified medical marijuana educational conferences. They will also provide content for educational training programs to Prime Wellness employees. Current Distinguished Members include Gilbert Fanciullo, MD, MS (committee chairman) board certified in Anesthesiology, Pain Management and Hospice and Palliative Care; Corey Burchman, MD, board certified in Anesthesiology and Pain Medicine, both currently employed at the Dartmouth-Hitchcock Medical Center, Lebanon, NH; Richard Gannon Pharm. D., Specialist in Pharmacological Pain Management, currently employed at Hartford Healthcare, Hartford Hospital Campus, Hartford, CT; Joanne Hoffman, MS, Nutritionist and Exercise Physiology employed at Yale/Temple's Cardiac Rehabilitation Program and Jeffery Hover, BS, Director of Supply Chain, NxStage Medical, Inc.;

- (vii) a law enforcement official with years of experience from the Connecticut State Police and with experience providing security to private industry, as well as being an instructor at numerous local colleges (Dean F. Marino, Connecticut State Police - Sergeant, 1988-2007);
- (viii) an experience professional holding a Ph.D. in Analytical Chemistry and specializing laboratory practices, environmental health, quality assurance and control programs (i.e. record keeping, measuring with proper equipment, calibration of equipment, standard operating procedures, good laboratory practices, etc.), and botanical intellectual property development, who will serve Prime Wellness in Connecticut on an exclusive basis as its Alternative Dosage and Quality Control consultant (Dr. John Pierce).

**C. Positions and Respective Prime Wellness Professionals.**

**Board of Directors:**

- 1. Thomas J. Nicholas (medical/healthcare operations perspective)
- 2. John P. Glowik, Jr. (medical/helathcare operations perspective)
- 3. Kevin P. Murphy (financial and business perspective)

**Principal Officers:**

- 1. Thomas J. Nicholas (Chief Executive Officer)
- 2. Kevin P. Murphy (Chief Financial Officer)

**Key Personnel:**

- 1. Brett Sicklick (Director of Operations)
- 2. Algis Domeika, Pharm. (Pharmacist/Dispensary Manager)

**Medical Advisory Committee:**

- 1. Gilbert J. Fanciullo, MD, MS
- 2. Corey Burchman, MD
- 3. Richard H. Gannon, Pharm.D.
- 4. Jeffery B. Hover, Sr.
- 5. JoAnne Hoffman, M.S.

**Consultants:**

- 1. Dean Marino (future possibility as Director of Security)
- 2. Northeast Patients Group d/b/a Wellness Connection of Maine
- 3. Dr. John Pierce (Alternative Dosage and Quality Control Consultant)

**III. PRIME WELLNESS PROFESSIONALS' RELEVANT QUALIFICATIONS AND EXPERIENCES IN RUNNING BUSINESSES – SELECT PERSONNEL.**

**A. Northeast Patients Group d/b/a Wellness Connection of Maine (“WCM”).**

WCM will serve as a consultant exclusive to and for the benefit of Prime Wellness. WCM is a licensed medical marijuana nonprofit corporation in the State of Maine; operates four dispensaries; operates a state-of-art cultivation facility; employs over 45 employees; and services thousands of patients. WCM and its Chief Financial Officer, Jacques Santucci, will bring to Prime Wellness (and the State of Connecticut) invaluable education; proprietary techniques, processes and systems; a unique medical marijuana perspective with respect to New England (Maine); an understanding of working within a strict regulatory environment unique to the New England marketplace; invaluable experiences of creating and growing a start-up medical marijuana corporation and business; best practices and standards; know-how with respect to establishing a positive image, becoming a respected, charitable and educational part of the fabric of the local community, and becoming a hub for economic development, patient care and educational outreach to the medical and local community.

**B. Thomas Nicholas (Board of Directors, Chief Executive Officer).**

As President and CEO of six individual dialysis companies in two states, Tom participated in all aspects of the business from formation to site location and development to regulatory application and day to day operations. He has been thoroughly vetted by both State Health Departments and federal agencies for general character and competency, financial and technical ability, quality of patient care and adherence to State of Connecticut, Department of Public Health regulations. A number of dialysis operating businesses were with physicians as partners (being mindful of Stark and safe harbors laws). His experience with the Dialysis facility business in the 1990's will have many similarities to what he will face as the Chief Executive Officer of fledgling start-up company in a very strict regulatory environment.

Tom received his medical training and background as a Registered Nurse having worked in both hospital and private medical businesses. Tom worked as an R.N./Orthopedic technician and Operating Room assistant in an Orthopedic Practice (Paulsen and Albano, PC) in Schenectady, N.Y. in 1977, worked as an Operating Room Nurse at the Hermann Hospital in Houston, Texas in 1978-1979, and worked as an Operating Room Nurse at Hartford Hospital in Hartford, CT in 1980. The fact that he was trained as a Registered Nurse has given him a real appreciation and understanding of how to access and attend to the needs of clients and patients alike.

**Experience With Start-Ups:**

The start-up nature of the potential medical marijuana project is not unlike starting up an outpatient dialysis facility. Tom was President and CEO of five

Connecticut based dialysis facilities (Enfield Dialysis, East Hartford Dialysis, Central CT Dialysis, Rocky Hill Dialysis and Middlesex Dialysis). He was responsible for operations and day to day management. His facilities treated in excess of 450 patients on a three time per week basis. Each facility billed between two and four million dollars in annual patient services to Medicare under the ESRD program, Medicaid and private insurers on an annual basis. Four of the five Connecticut dialysis facilities developed by Tom (East Hartford, Meriden, Rocky Hill and Middletown) were de novo businesses. To accomplish such, Tom and his partner John P. Glowik, Jr. relied on each other's expertise in the dialysis market. Tom Nicholas and John P. Glowik, Jr. had over 10 years experience selling dialysis products, equipment and services, along with the expertise of seasoned consultants, just as they are doing for this venture. All this expertise helped Tom and John take a concept from start-up with 6 patients to a 150 patient dialysis facility (East Hartford) generating \$4,500,000 in revenue per year within three years.

#### Building A Team:

As CEO, Tom assembled an experienced team of talented individuals to help formulate a business plan which encompassed: assembling and submitting a certificate of need (CON) application to the CT Department of Health, arranging financing (initial funding of \$400,000 came pro rata from partners), locating and controlling real estate, bidding facility build out/construction to multiple general contractors, keeping construction on schedule, sourcing capital equipment/systems and hiring of key personnel ultimately reporting directly to Tom as CEO.

#### Managing Business Variables:

Planning is essential to stay ahead of the growing demand for one's product or service. There must be initial flexibility of patient care staff in order to meet the demands of the developing market. As a de novo business, East Hartford Dialysis was housed in a 10,000 sq. ft. commercial building which was built out but utilized and staffed in phases. Outpatient (non-hospital based) dialysis facilities were rare in 1994 in Connecticut. A facility of that size was almost unheard of. Tom and John's plan was to build out a large enough space to accommodate up to 250 patients in a facility. The facility was opened and started with six patients who were traveling from East Hartford into Hartford and beyond for these life saving treatments. When the East Hartford facility was sold in 1997, there were 165 patients. The acquiring company is still operating the facility in the same location today.

#### Operating In A Regulatory Environment:

As Tom's company billed to the Medicare and Medicaid systems for patient care, he and John were security and background checked by the FBI. The company's facilities participated in multiple surprise inspections from CT and other State Health Departments, who also represent the US Department of Health Medicare ESRD Program with no regulatory deficiencies noted. Tom and John delivered patient care that ranked amongst the highest in the nation as measured by standardized CQI quality indicators. It is

extremely important to note that no licensed medical facility or any business where Tom had control has ever been alleged or found to have violated any federal, state or local laws or regulations during the time period when he was associated.

Tom operated licensed healthcare facilities in multiple states, and is used to living up to regulatory expectations. He and John were ranked in the top 3% nationwide amongst their peers based on standardized, objective, continuous quality indicators. Demanding excellence from his staff, regardless of the business, always paid dividends. Moreover, it proved to be a win/win situation for the provider and the end-user. It is the only way he'll do business because it's the right way to do it.

In summary, Thomas Nicholas has spent a career overseeing, running and otherwise managing medical facilities featuring a significant and diverse number of business disciplines, while working with physicians, and other employees. His operational experiences and successes demonstrate his ability to carry out his role as Chief Executive Officer for Prime Wellness.

**C. John P. Glowik, Jr. (Board of Directors).**

John, along with Tom Nicholas, has owned and operated outpatient Dialysis Facilities and businesses in CT, MA, NH and NYS. As an owner of ESRD facilities, he has been thoroughly vetted by both State Health Departments and federal agencies for general character and competency, financial and technical ability and ultimately, quality of patient care and adherence to State of Connecticut, Department of Public Health regulations. He has accumulated forty years of health care experience.

John's experience in creating, owning and running successful businesses is demonstrated most recently where he owned and operated 15 Dialysis facilities based in MA (Springfield & Greenfield), NH (Keene), CT (Hartford, Enfield, Middletown, Rocky Hill), NY (Albany-2, Amsterdam, Schenectady, Selden, Bellmore, Hempstead, Rochester), which he operated profitably beginning in 1989 and through 2012. As co-owner and operator of the dialysis facilities, he has gained substantial experience and knowledge that will be directly relevant to the success of the proposed facilities. He has worked these businesses on a day to day basis, and clearly understands quality of care, adherence to regulations and general character and competency of a medical operation.

John received a B.A. in Economics and History from Holy Cross College and immediately went to work in pharmaceutical and medical sales to hospitals, physicians, outpatient medical facilities in the greater Northeast states for fifteen years. In 1988, he was the co-founder of Prime Medical, Inc. which was a Massachusetts based medical supply company covering New England, New York and New Jersey. In 1990, he co-founded NutraCare Inc., a parental nutrition company serving patients in dialysis centers and at home. Further in 1992, he started and founded Prime Water which was a Massachusetts based water purification/delivery systems for medical facilities. As a dynamic entrepreneur, John has been a leader in developing health related businesses.



John has also been extremely community minded in his involvement with numerous community boards. He served on Worcester Academy, Worcester MA Board of Trustees (3 terms); Holy Cross GAA Board; Holy Cross College Advisory Board to the Trustees since 2007; Paxton Recreation Commission Chairman, Paxton, MA; Paxton Youth Sports, President; Paxton Little League, Treasurer; and the Sacred Heart Basketball League Board, Worcester, MA. His dedication to the needs of the community is an intangible attribute that contributes to the successes he has had in business.

Executing the aforementioned responsibilities over the years has given John significant experience and insight on managing many types of businesses, including without limitation managing and coordinating staff members with other medical professionals towards common goals, and maintaining necessary financial controls to ensure the long-term viability of such businesses. This has exposed John to all aspects of business.

As a Board member of Prime Wellness, and based on his experiences in running his businesses and overseeing the growth of his companies, John will oversee Prime Wellness' commitment to ensure that patient demand and expectations will be met.

**D. Kevin P. Murphy (Board of Directors, Chief Financial Officer).**

Mr. Murphy brings to the Board of Directors and his role of Chief Financial Officer a very strict financial analysis and investment discipline, as well as business ownership and management expertise from his own privately-owned and operated businesses. He is the Managing Member of Murphy Capital, LLC. Murphy Capital is engaged in the investment management of private and public companies for the benefit of his family and his philanthropic interests. He played a key role in assisting in the financing and facilitation of Northeast Patients Group d/b/a Wellness Connection of Maine ("WCM"), a very well respected, licensed and regulated non-profit medical marijuana corporation in Maine (referenced above). Wellness Connection of Maine is currently a burgeoning success in providing much needed care for patients in Maine and in existing as a good corporate citizen, and Kevin desires to bring such positive experience and opportunity to his home state of Connecticut.

Mr. Murphy has had a highly successful career in the New York money management business and is a well-respected member of the financial community amongst his peers. He is a consummate professional and has been instrumental in growing companies from inception to billion dollar money management firms. Prior to launching Tandem Global Partners, Kevin was a Managing Partner at Stanfield Capital Partners. While at Stanfield, he was instrumental in growing the company from inception to a \$30 billion alternative money management firm. He was a member of the Operating and Management team that oversaw all aspects of Stanfield's business, which included risk management, sales and distribution, client services, legal, compliance and operations. Kevin was integral in spearheading the strategic development of the firm and responsible for attracting key personnel and money management talent. Kevin has previously worked

with Gleacher NatWest (Partner and Director of Marketing), Schroders (Sr. VP of Sales), Lazard Freres (VP) and Cantor Fitzgerald (VP).

Mr. Murphy possesses a strong commitment to his profession as well as family and community ties. He serves on the Board for the St. Benedict Joseph Medical Center in Honduras. In addition, he has been a generous supporter of a variety of charities and has helped many individuals launch and achieve their career goals.; develops and administers firm-wide investment policy; constructs asset allocation strategies; conducts research on a broad range of investment vehicles for portfolio investments; monitors and reports portfolio performance to ensure that client objectives are met; implements trades; conducts periodic client review meetings; and maintains strategic relationships with trustees, vendors, and asset custodians.

Mr. Murphy's background in the management of his own investment company and money management fund provides Prime Wellness with additional expertise in business management and oversight, but also lends to Prime Wellness a unique set of skills in terms of fiscal analysis, capital investment and financial growth strategies and assessments. He will be able to bring the same set of skills to Prime Wellness that he brings on behalf of his venture capital fund to the portfolio companies in which the fund has invested or considered investing, and due to his involvement with WCM he brings a key understanding of the medical marijuana space (particularly in a strict regulatory environment).

**E. Algis T. Domeika (Pharmacist/Dispensary Manager).**

Algin is a licensed pharmacist in the State of Connecticut, and has served as a Pharmacy Manager for over a decade with Walgreens. As a Pharmacy Manager, Algin and was responsible for the following for each pharmacy location: overseeing pharmacy operations; ensuring proper licensure; customer service; training pharmacists, interns and technicians; overseeing and performing inventory control; hiring new staff; mentor for intern program for several pharmacy schools; pharmacist duties, including accurately checking and filling prescriptions, providing immunization services and counseling; scheduling; and building business relationships in the community. Algis' professional background and experiences will serve him well as he exercises a number of the foregoing responsibilities and/or skills in his position as Pharmacist/Dispensary Manager of Prime Wellness.

**F. Brett N. Sicklick (Director of Operations).**

Brett was born and raised in West Hartford, CT, where his family still resides. Since 2009, Brett has worked in Colorado's legal medical cannabis industry. Since 2009, Brett has worked in Colorado's legal medical cannabis industry in all aspects dispensary and cultivation operations. Brett was instrumental in acting as a co-creator of the "Patient's Guide to Colorado" - a patients' magazine to help locate medical cannabis dispensaries in the State - in addition to contributing topical content such as strain reviews. Brett has also acted in the capacity of "Operations Manager" for Livwell, a

Colorado cannabis grower and dispenser. His responsibilities included managing multiple company-owned dispensaries in and around Denver, as well as developing and managing the company's wholesale division.

Over the past couple of years, Brett has been working for Guaranteed Harvest LLC/Herbal Cure LLC of Denver, CO as a Cultivation Warehouse Manager where he has become skilled and responsible for running all inventory/tracking controls and managing personnel. Brett has intimate knowledge and expertise in all areas of the medical marijuana industry (including dispensary and cultivation operations) and, as such, will serve as Director of Operations for all of Prime Wellness in the event of licensing.

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

**RESPONSE E.1.**

Please see Exhibit K attached hereto.

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

**RESPONSE E.2.**

Please see Exhibit L attached hereto.

**QUESTION E.3.** *Please provide the following: the name, title and a copy of the resume of the person who will be responsible for all information security requirements, including the requirement that patient information remain confidential.*

**RESPONSE E.3.**

Thomas J. Nicholas as Chief Executive Officer, and Algis T. Domeika as Pharmacist/Dispensary Manager, will be the persons responsible for all information security requirements, including the requirement that patient information remain confidential. The resumes of Mr. Nicholas and Mr. Domeika are attached as Exhibit L.

**QUESTION E.4.** *Please provide the following: a copy of all compensation agreements with dispensary facility backers, directors, owners, officers, other high-level employees or any other persons required to complete Appendices B, C or E. For purposes of this RFA, a compensation agreement includes any agreement that provides, or will provide, a benefit to the recipient whether in the form of salary, wages, commissions, fees, stock options, interest, bonuses or otherwise.*

**RESPONSE E.4.**

Please see Exhibit M attached hereto.

**QUESTION E.5.** *Please provide the following: describe the nature, type, terms, covenants and priorities of all outstanding bonds, loans, mortgages, trust deeds, pledges, lines of credit, notes, debentures or other forms of indebtedness issued or executed, or to be issued or executed, in connection with the opening or operating of the proposed dispensary facility.*

**RESPONSE E.5.**

Please see Exhibit N attached hereto.



***QUESTION E.6. Provide audited financial statements for the previous fiscal year, which shall include, but not be limited to, an income statement, balance sheet, statement of retained earnings or owners' equity, statement of cash flows, and all notes to such statements and related financial schedules, prepared in accordance with generally accepted accounting principles, along with the accompanying independent auditor's report. If the applicant was formed within the year preceding this application, provide certified financial statements for the period of time the applicant has been in existence and any pro forma financials used for business planning purposes.***

***RESPONSE E.6.:***

In addition to the below, please see Exhibit O attached hereto

Revenue Assumptions	Year 1		
	Ramp Up Year	Year 2	Year 3
	2014	2015	2016
<b>Marijuana Purchases by Patients</b>			
Total number of patients	1,693	3,040	4,868
Average number of patient visits per month	1.00	1.00	1.00
Average amount purchased (lbs) per patient per year	0.10	0.38	0.44
Total marijuana sold (lbs) annually	163	1,151	2,125
Price of medical marijuana (\$ per lb)	4,800	4,800	4,800
<b>Revenues from marijuana sales</b>	<b>819,076</b>	<b>6,352,499</b>	<b>11,731,948</b>

REVENUES	Year 1		
	Ramp Up Year	Year 2	Year 3
	2014	2015	2016
Medical marijuana sales to qualifying registered patients	782,434	5,523,912	10,201,694
Paraphernalia supplies sold to qualifying registered patients	19,561	138,098	255,042
Edibles and Alternatives sold to qualifying registered patients	17,082	690,489	1,275,212
<b>Total Revenues</b>	<b>819,076</b>	<b>6,352,499</b>	<b>11,731,948</b>
<b>EXPENSES</b>			
COGS Medical Marijuana	391,217	2,761,956	5,100,847
COGS Paraphernalia	9,780	69,049	127,521
COGS Edibles & Alternatives	8,541	345,245	637,606
Payroll w/Fringe	832,273	1,623,673	2,660,296
Discount to qualifying patients	39,122	276,196	510,085
Licenses and Fees	6,000	5,000	5,000
Office supplies	13,410	52,724	97,372
Consultants	100,000	100,000	100,000
IT expense	14,502	52,123	96,262
Utilities	2,605	7,615	14,064
Insurance	50,000	100,000	150,000
Marketing	7,928	34,086	62,952
Credit card processing fees	9,371	66,159	122,183
Rent	42,000	42,000	42,000
Leasehold expenses	1,227	8,660	15,993
Miscellaneous, Community Outreach, etc.	6,697	33,972	62,741
Professional fees	50,000	50,000	50,000
Security	25,000	25,000	25,000
Depreciation	30,000	30,000	30,000
Interest	40,000	40,000	40,000
CT State sales tax	52,011	403,384	744,979
<b>Total Expenses</b>	<b>1,731,684</b>	<b>6,126,841</b>	<b>10,694,900</b>
<b>DIFFERENCE</b>	<b>(912,608)</b>	<b>225,658</b>	<b>1,037,048</b>

<b>Number of Patients:</b>	<b>1,693</b>	<b>3,040</b>	<b>4,868</b>
<b>Number of Visits:</b>	<b>1 Per Month</b>	<b>1 Per Month</b>	<b>1 Per Month</b>

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

**RESPONSE E.7.**

Please see Exhibit P attached hereto.

**QUESTION E.8.** *Provide complete copies of the most recently filed federal, state and foreign (with translation) tax returns filed by each: (i) dispensary facility backer; and (ii) each backer member identified in Section B of Appendix B.*

**RESPONSE E.8.**

Please see Exhibit Q attached hereto.

## SECTION F. BONUS POINTS

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

### RESPONSE F.1.

Prime Wellness will strive to create a welcoming, safe and respectful workplace in keeping with the mission and values of the company.

Prime Wellness aspires to create a team of compassionate, dedicated individuals who share a desire to serve Connecticut's medical cannabis patients by providing them with excellent pharmaceutical grade medicine, and educating them and the wider community about the safe and beneficial use of this healing plant. Our company employs highly trained personnel in a staffing plan that ensures effective and proper safety and security, training and education, collegiality and teamwork, economic benefits and opportunities, and codes of conduct.

The principles will be outlined in an employee handbook that will provide an overview of the history, the business plan and the structure of the company; information about benefits available to employees; and an outline of the policies and procedures which are conditions of employment, following current regulations.

All employees are provided with a copy of the Employee Handbook at the time of hire for their personal use.

Our company has a philosophy of open communication, where all employees have the right, and are encouraged, to speak freely with management about their job-related concerns. Any employee may present questions and comments in writing, and will receive a written response. Prime Wellness believes in open dialogue between employees and managers. As a result, an employee need not fear, or feel disadvantaged as a result of, raising issues about potentially unclear policies, and/or making constructive comments and criticisms.

Prime Wellness is also committed to providing equal employment opportunity to all applicants and employees. We will not discriminate against any applicant or employee on the basis of race, color, sex, sexual orientation, age, religion, national origin, disability, genetic information, marital status or veteran status. It is our commitment that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment.

Moreover, Prime Wellness will not tolerate harassment or intimidation of our employees on any basis prohibited by law, including race, color, sex, sexual orientation, age, religion, national origin, handicap, disability, marital status, or veteran status. The entire management team of Prime Wellness is committed to such policy and its enforcement. Not in limitation of the foregoing, the entire management team is also committed to ongoing compliance with all pertinent statutes and regulations, including without limitation those governing and/or related to background checks; disqualifying drug convictions; disciplinary policies, procedures and records; inspection, security, safety and other related requirements; confidentiality; job descriptions; employment contract policies; business records; personnel files; and alcohol and drug-free workplace policies.

**A. Compensation and Benefits.**

Prime Wellness intends to pay well above the minimum wage, in recognition of the fact that our employees have specialized knowledge and perform difficult work.

While exempt employees will receive a salary and benefits to be negotiated, non-exempt employees shall be entitled to the following compensation and benefits:

- Compensation: Hourly rate of not less than \$14 per hour, with yearly pay increase and overtime policy.
- Benefits: Will offer a comprehensive set of benefits including health insurance, dental and vision options. Prime Wellness will pay 100% of the cost of coverage of a company selected plan for each eligible employee, or similar depending on current regulations. Prime Wellness will contribute an amount equal to 3% of the employee's wages to the 401(k) retirement plan if the employee chooses to enroll.
- Employee Assistance Program: An employee assistance program will be made available to employees at no cost to them.
- PTO: Prime Wellness will provide its regular full- and part-time employees with paid time off ("PTO") each year as a way to express its appreciation, and as a way to renew and refresh our employees. The purpose of PTO is to provide employees with flexible paid time off from work. Such time can be taken for vacation, illness, injury, personal business, medical appointments, volunteer activities and other activities of the employee's choice. Additionally, Prime Wellness will observe up to seven holidays.
- Other: More benefits will continue to be added and/or offered over time depending on employee needs and the availability of offerings.

**B. Workday Hours and Scheduling.**

Staffing of the Prime Wellness dispensary facility (the “Dispensary Facility”) is based on providing full-time positions (40 hours per week) to non-exempt and exempt staff members who are required to work Monday through Sunday; providing part-time positions (approximately 30 hours per week) to non-exempt and exempt staff members who are required to work Monday through Sunday as well; and providing one-hour overlaps to accommodate lunch breaks. Work schedules will be established, and may be modified, to ensure that all employees have a clear, regular schedule promoting teamwork; minimizing erratic scheduling; simplifying recruitment; and providing substantial living-wage employment opportunities to residents of the surrounding areas. A tiered system, including shift scheduling to allow for proper coverage as well as promoting a healthy lifestyle and work balance, will be considered.

The company will use a payroll and biometric attendance management system, based on a web-portal provided by ADP Payroll or a similar company, to track hours worked and payroll information, and allowing all hourly employees to sign in and out of their shifts and to access critical human resources information such as benefits and paystubs.

Upon being hired, all new employees must serve a ninety (90) calendar day probationary period. Prime Wellness will conduct regular performance evaluations, including an annual review, that will be documented and discussed with its employees.

Our employee handbook includes information on how the company intends to grant employees various leaves of absence such as personal or medical leave, leave for victims of domestic violence, bereavement leave, jury leave, military leave and other regulatory leaves.

**C. Corporate Culture.**

Prime Wellness will strive to create a collaborative environment and a community of like-minded people through the use of modern and secure technology, as well as by promoting employee engagement. Prime Wellness intends to organize company functions such as summer picnics and holiday parties.

**D. Processes & Compliance.**

Prime Wellness will hire a Human Resources Manager (“HR Manager”) as one of its first hires, and will create a Human Resources Department in connection with its Administrative and Accounting Department. Such team will administer payroll and benefits. The HR Manager will also be in charge of coordinating all hiring, developing job descriptions and acting as the primary contact for employee relations.

In order to provide the highest standard of service to our clients, Prime Wellness will use a rigorous application process including online application forms, detailed job descriptions and multiple interviews. We will conduct background checks of all employees. Prime Wellness will also establish a referral incentive program among its employee team to help hire new employees.

The HR Manager shall maintain a personnel record for each employee that shall include, at a minimum, the following: (a) application for employment; (b) record of any disciplinary action taken; (c) documentation of all required training; and (d) signed statements from the individual indicating the dates, times and places that he or she received required training and the topics discussed, including the names and titles of the presenters. Such personnel record shall be maintained for a period of at least six months after termination of the individual's affiliation with Prime Wellness.

Moreover, Prime Wellness intends to create a series of committees featuring common participation of board members, executives, management and employees. The corporate compliance sub-committee will be an additional mechanism to identify and mitigate any regulatory, fiscal control or ethical deficiencies within the company, and to facilitate any necessary corrective action. An "Internal Culture Committee" will exist and consist of non-management staff members and members of the management team in order to address questions and topics with the goal of improving internal systems and communications.

#### **E. Training.**

Prime Wellness understands that a critical factor in the success of its operations is the dedication, knowledge, development and compassionate care of its managers and employees, working together with a common purpose. As such, Prime Wellness has devised a series of training modules designed to focus and enhance both the general and specific knowledge of its team which will allow for such individuals to obtain greater skills and advancement opportunities within Prime Wellness. Such training and educational opportunities are described in this application.

At the time of hire, all employees will attend a mandatory security and safety training program. Such program will provide training aimed at personal safety and crime prevention techniques, and shall include but not be limited to training in the following:

- Applicable State and Federal laws;
- Professional conduct, ethics and State and Federal laws regarding patient confidentiality;
- Proper use of security measures and controls;
- Safety and security plans;



- Specific procedural instructions for responding to an emergency, including a robbery or other violent incidents and/or accidents;
- Understanding what role every member of the organization has in providing a safe and secure facility for all persons;
- Situational training with respect to incidents involving employees, other personnel and/or other persons on its premises, including but not limited to physical and/or verbal altercations, theft, unruly and/or threatening behavior, suspicious behavior, recognizing signs of abuse and misuse, etc.;
- Daily operations of the facility as appropriate to job duties;
- First Aid and CPR; and
- Human resources seminars such as sexual harassment and OSHA safety.

Such training shall be completed prior to the employee beginning work, and shall be updated at least yearly. Employees will also be encouraged to take advantage of special classes, leadership trainings, and other educational opportunities that may arise. Prime Wellness will collaborate with the Connecticut CONN-OSHA Department to develop best practices in training.

**F. Commitment to Employees; Advanced Training and Education.**

Prime Wellness' employees will be selectively recruited, in large part, based on their enthusiastic commitment to working in the challenging and rewarding setting of Prime Wellness' dispensary facility. Prime Wellness will recognize its team members' intellect, spirit and compassion. They will be what makes Prime Wellness special, and, most importantly, they are what will contribute to the ultimate relief and comfort of patients. Prime Wellness is committed to the advancement and intellectual enrichment of its team members. No employee shall hesitate to discuss with his or her supervisor any educational or training opportunities of which the employee is aware, for his or her personal or professional development. Prime Wellness is developing an employee-tuition program to assist team members, and invites inquiries and suggestions as this program is developed and implemented.

**G. Safety in Workplace.**

Prime Wellness believes in maintaining safe and healthy working conditions for all employees, and will establish clear policies that will be communicated to employees and for which ongoing education will be available. In order to achieve this goal of providing a safe workplace, Prime Wellness will ensure that each employee must become safety conscious. Prime Wellness expects all employees to establish and maintain a safe worksite, including without limitation the following applications:

- Maintaining cleanliness in each area of the site.
- Maintaining proper slip-and-fall prevention protocols.
- Inspecting and maintaining walkways, handrails, and guardrails.
- Properly lifting and lowering heavy objects.
- Following safe food-handling guidelines.
- Inspecting tools and equipment for defects before use.
- Keeping walkways clear of debris.
- Inspecting, cleaning, and properly storing tools and equipment after use.
- Following established safety rules, particularly regarding chemicals.

#### **H. Code Of Conduct.**

Prime Wellness will make clear through its manuals that employees and officers should avoid external business, financial and/or employment interests that conflict with Prime Wellness' business interests or with such persons' job/employment duties. A code of ethical conduct will be included in the employee handbook, including without limitation provisions mandating that:

- employees are not to solicit anything of value from any person or organization with whom Prime Wellness has a current or potential business relationship;
- employees are not to accept any item of value, of incidental value, or of no value from any party in exchange for or in connection with a business transaction; and
- violations of such code of ethical conduct may lead to disciplinary action, up to and including termination.

The employee handbook will also state that there are reasonable rules of conduct which must be followed to help people work together effectively. Our organization expects each employee to present himself or herself in a professional appearance and manner. If an employee is not considerate of others, and does not observe reasonable work rules, disciplinary action will be taken. Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. A list of offenses for which an employee may be subject to discipline will be established.

It is the responsibility of management to disseminate a clear policy of zero tolerance for workplace violence, including both verbal and non-verbal threats, and to make sure that all workers know about such policy through the provision of adequate guidance and training. Other policies will exist to prohibit employees from bringing into the facility any weapons, and a no-tolerance policy will exist for the presence of illegal drugs (or the illegal use of legal drugs) in the workplace. Smoking and alcohol consumption will not be allowed in the premises. Regular health information will be given to promote a healthy lifestyle.

## **I. Safety and Security.**

Prime Wellness employee security policies, such as an employee ID/badge system and personal safety, exist in detail within the Safety and Security Plan, is specific to its site, and will be discussed and coordinated with local law enforcement. The facility will feature state of the art biometric lock entry systems, such that each employee will have to place a finger (allowing the system to identify him or her) onto a door lock, and enter a four digit code unique to such employee, in order for such employee to have access to the facility as well as to any room housing any medical marijuana. Not in limitation of the foregoing, the premises will feature security officers monitoring access to and from the building and such rooms through physical checks and by CCTV monitoring.

Prime Wellness will also ensure that the safety of the employees, as well as its authorized visitors, is a priority – i.e. having proper lighting in the parking lots and exterior of building to prevent security threats.

**QUESTION F.2.      *Compassionate Need Plan: Describe any compassionate need program you intend to offer. Include in your response:***

*·The protocols for determining which patients will qualify for the program;*

*·The discounts available to patients eligible for the compassionate need program;*

*·The names of any other organizations, if any, with which you intend to partner or coordinate in connection with the compassionate need program, including any dispensary facility applicant; and*

*·Any other information you think may be helpful to the Department in evaluating your compassionate need program.*

**RESPONSE F.2.**

The mission of Prime Wellness is not just to provide pharmaceutical grade marijuana and marijuana products of the highest quality and greatest consistency for the benefit of patients. The mission of Prime Wellness is also to assist in the development of a network (through its own potential production facility, other production facilities and dispensaries, other healthcare providers and other stakeholders in the medical marijuana industry) that supports and features one-on-one interactions with qualified patients by trained and knowledgeable staff, in a personal and compassionate manner, with the goal of assisting patients to help themselves reach a better quality of life through an array of wellness-related services, the highest quality medical marijuana at reasonable prices, and education and awareness about medical marijuana. Pursuant to the foregoing, Prime Wellness' vision is to:

- provide patients with a welcoming, safe, professional and law-abiding environment that will be a reliable and trusted provider of quality marijuana medicine and related wellness services and products;
- operate a well-managed and transparent dispensary facility and business model that will work in close cooperation with the State of Connecticut, local authorities, and local community, and that will offer a safe work environment for employees;
- provide an ongoing medical marijuana education and outreach program for the benefit of patients and the public; and
- establish cooperative research programs with medical and university groups to expand the understanding of the benefits, risks and most effective ways of utilizing medical marijuana.

Prime Wellness will work on a daily basis in furtherance of such, including without limitation the establishment of the compassionate need and/or charitable programs and policies described below.

These programs and policies will continue to evolve and be modified based on governing law, research, patient feedback, and other pertinent concerns.

**A. Compassionate Need Discount Plans.**

As a socially responsible dispensary facility, Prime Wellness will work with production facilities and other dispensaries on a pricing plan whereby it and other dispensary facilities would provide a compassionate need discount plan featuring a sliding scale with respect to prices. Notwithstanding the foregoing, Prime Wellness will adopt as its own such discount plans described herein.

It is essential that the qualifying profiles, verifying documents and sliding scale discounts are determined in a very precise manner so as to ensure a fair distribution of discount benefits to patients in need while limiting the risk of diversion.

Guiding principles of such compassionate need discount plan are as follows:

Nobody In Need Is Turned Away.

Prime Wellness will work, on an individual patient basis, to provide incentives and accommodations during such patient's visit (within the legal dispensing guidelines and terms of recommendation).

Provide High Quality Medicine At Low Cost.

Prime Wellness will work to also provide high quality medicine at a low cost fitting the respective patient's budget.

Offer A Lower Preferred Rate That Applies to More Profiles.

Prime Wellness will offer a lower preferred rate that applies to more profiles in an effort to spread benefits and outreach to as many layers of the community as possible.

Limit Diversion Risk.

Prime Wellness will work to help ensure that the discount program does not enable patients to divert their medicine to non-patients.

### Extreme Situations.

Prime Wellness will provide free medicine dispensing in extreme situations such as imminent death (but will restrict free medicine to such extreme situations). As such, Prime Wellness will set aside a certain amount of medicine every month to be offered for free to qualifying patients. Prime Wellness believes that patients who are eligible to receive free medicine shall also take on greater responsibilities, including signing a contract in which they agree that such medicine will be for their personal usage and not diversion.

### Donations.

Prime Wellness will support patients in need by also donating to certain charities, foundations and/or other programs having a social mission and vision similar to that of Prime Wellness, and will also work with dispensary facilities to achieve this goal. Some of the charities, foundations and/or other programs intended to benefit from these donations include Komen Connecticut, Alliance for Living (New London), Foodshare of Greater Hartford, CT Food Bank (New Haven), Open Hearth (Hartford), Liberation Programs, Inc. - Ryan White/HIV Services and various community based (local) charities, and the Mandell Center for MS at St. Francis Care.

### Discount Sliding Scale.

Prime Wellness will provide a discount sliding scale for the following qualifying patient profiles:

- 300% of the Federal Poverty Level Guidelines adjusted for family size.
- Connecticut Medicaid/Title 19 Patients
- State, Federal and Military Disability Patients
- Senior citizen discounts (65 years of age or over)
- SSI recipients
- EBT/TANF recipients

With respect to the above, Prime Wellness will adopt the following discount sliding scale:

- 15% discount on the first ounce of medicine.
- 5% discount on the second ounce of medicine.
- full price afterwards within the State dispensing limit.

### **B. Other Compassionate Need Plans of Prime Wellness.**

In light of its mission and vision, Prime Wellness will also seek to create the following to benefit patients and Connecticut's medical marijuana program in general:

1. Education and Informative Workshops.
  - Conducted by special support groups (i.e., cancer patients, AIDS patients, rehabilitation centers) regarding therapies of medical cannabis in combination with other complementary and alternative medicines.
  
2. Other Workshops and Events Integrating All Aspects of Well-Being Will Be Posted And Updated On its Website.
  - Cooking, cultivation and other related classes.
  - Cultivation classes.
  - Seminars featuring patients and their experiences.
  - Seminars featuring legal experts in the continuously developing and changing medical marijuana industry.
  - Scheduled talks by physicians, pharmacists, nurses and other medical practitioners and healthcare providers.
  
3. Ongoing Medical Studies and Research.
  - Prime Wellness is receptive to assisting new or ongoing medical studies and research through its Medical Advisory Committee.
  - Prime Wellness strives to help patients help themselves in a positive and compassionate way. Prime Wellness does this by offering patients the paid opportunity to participate in ongoing medical studies and research involving its Medical Advisory Committee which, if agreed to, will be shared with other patients, their recommending physicians and the medical community, all consistent with applicable laws and regulations.
  - Prime Wellness believes that this area of focus will stimulate the growing dialogue between the cannabis community and the conventional medical community, which is a significant goal of Prime Wellness.

**QUESTION 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. To the extent it has been determined, include in your proposal, a detailed description of:*

*·The methodology of the study;*

*·The issue(s) you intend to study;*

*·The method you will use to identify and select study participants;*

*·The identify of all persons or organizations you intend to work with in connection with the study, including the role of each;*

*·The duration of the study; and*

*·The intended use of the study results.*

**RESPONSE F.3.**

Prime Wellness, as guided by its Medical Advisory Committee, submits to the Department the following detailed proposal to conduct, or facilitate, a scientific study or studies related to the medicinal use of marijuana:

**Title: Multicenter, Prospective, Observational Study of the Use of Medical Marijuana as a Substitute for Opioids in Patients Suffering From Nonterminal Chronic Pain.**

*(For purposes of this study, chronic pain shall be deemed to be that associated with a “debilitating medical condition” as defined under Connecticut law, subject to change based on discussions with the Department).*

•     **The methodology of the study:**

This study is proposed to be a multicenter, prospective, observational study of patients already using opioids for chronic nonterminal pain who have marijuana substituted for their opioids. A statistical power analysis will be conducted to determine the optimal number of participants. The greater the number of participants, the more powerful will be the results. Preliminary estimates are that 100 participants could provide data to address the primary outcome measure. The hypothesis is that marijuana can be substituted for opioids in patients suffering from nonterminal pain and provide significant pain relief with fewer side effects.



- **The issue(s) you intend to study:**

The use of opioids in the treatment of nonterminal chronic pain in the United States has precipitated a public health crisis. It is estimated that 25% of all opioids prescribed by physicians, nurses or P.A.'s are diverted for illegal use. More people die in the United States from prescription drug overdoses than from motor vehicle accidents. Despite the widespread use of opioids, most experts believe that chronic pain is still grossly undertreated in the United States. In an attempt to quell the rampant abuse, the Food and Drug Administration has recently proposed that hydrocodone, the most abused opioid in the United States, be made a Schedule 2 drug (it was previously a schedule 3 drug allowing providers to prescribe it much more liberally than other strong opioids which were already schedule 2). More than 99.5% of the hydrocodone produced in the world is consumed in the United States. The Food and Drug Administration has additionally been requiring stringent REMS (Risk Evaluation and Mitigation Strategies) on opioid manufacturers before new opioids are allowed to be marketed and has disallowed new non-tamper resistant opioids from coming to market in the United States. At least one professional organization (PROP- Physicians for the Responsible use of Opioids) in the United States have proposed that opioids not be used at all for chronic nonterminal pain because their efficacy has not been adequately proven and the risk profile is so high. Side effects and risks associated with the use of opioids include but are not limited to: addiction, constipation, sedation, respiratory depression, death, urinary retention, osteoporosis, fractures, sexual dysfunction, increased risk of infections, and possible increased risk of certain types of cancers. The financial impact of complications associated with the use of opioids is estimated to be in the billions of dollar. A safer drug that could be used as a substitute for opioids would have enormous humanitarian, cost and public health advantages.

Marijuana has been used in the United States for generations. Estimates of prevalence are that 5% of the population of the United States has used marijuana in the last 30 days (data collected in New York City pre and post September 11, 2001). Deaths associated with the use of marijuana alone are virtually nonexistent and deaths associated with the use of marijuana plus other drugs (principally Viagra) are extremely rare. Despite efforts to prove otherwise, the use of marijuana has not been shown to be associated with cancer, pulmonary disease, or any other major illness. While randomized controlled prospective studies have not been done, extensive "post marketing surveillance" (looking at side effects that occur after a drug is on the market and millions of people have used the drug) shows no indication of any serious danger associated with the use of marijuana. There is unequivocal, strong scientific evidence that marijuana is useful in the treatment of neuropathic pain and there is evidence that it is useful in other types of pain as well. To the best of our knowledge, marijuana has never been compared long term to the use of opioids for nonterminal chronic pain.

The primary aim of this study will be to determine whether or not medical marijuana can be used as a safe replacement for opioids in patients being treated with opioids for chronic pain. The primary outcome measure will be to observe what

percentage of patients is able to stop using opioids when initiating the use of medical marijuana. Secondary aims will include: following pain and function scores using reliable and validated instruments such as the Brief Pain Inventory, SF-12 and Ostwestry disability index; following adverse reactions; looking at resolution of opioid induced side effects such as sexual dysfunction, constipation, sedation, etc.; following changes in mood, etc.

- **The method you will use to identify and select study participants:**

Subjects will be selected from the population of patients receiving opioids for nonterminal chronic pain at the Pain Management Centers of major Medical Centers in New England. The authors have close connections with pain specialist clinical investigators in Connecticut, Massachusetts, Vermont and New Hampshire.

Inclusion criteria will include: patients who are using at least 15 mg of morphine equivalents per day; patient consent to participate in the study, and; ability to obtain marijuana from a State sanctioned medical marijuana dispensary.

Exclusion criteria will include: evidence of a preexisting addictive disorder; pregnant women or women who have the potential to become pregnant; inability to complete electronic surveys; age less than 18 years; evidence of moderate or severe pulmonary disease; untreated major psychiatric disorder; subjects who are already using medical marijuana on a daily basis.

- **The identity of all persons or organizations you intend to work with in connection with the study, including the role of each:**

The principle investigator will be Dr. Gilbert Fanciullo. Dr. Fanciullo is a nationally recognized expert addressing the use of opioids in nonterminal chronic pain patients. He Co-chaired an American Pain Society/ American Academy of Pain Medicine national committee publishing the principle guidelines for the use of opioids in this population. He is a Professor of Anesthesiology at the Geisel School of Medicine at Dartmouth in New Hampshire and Director of the Section of Pain Medicine at Dartmouth Hitchcock Medical Center in New Hampshire. His research has been focused on clinical trials such as the trial described here. He has been involved in and led many similar clinical trials.

Coinvestigators have not at this time been contacted and we do not know their degree of interest in collaborating on this project but Dr. Fanciullo has close relationships and has published other work with both Edgar Ross, M.D., the Director of Pain Medicine at Brigham and Women's Hospital in Boston and his colleague at Brigham and Women's Hospital, Robert Jamison Ph.D., Professor of Anesthesiology, probably the preeminent pain specialist psychologist in the United States and a Professor at Harvard Medical School. Dr. Fanciullo has a close professional relationship with Roberta Hines, M.D., the Chairperson of the Department of Anesthesiology at Yale University. He has a strong

professional relationship with Christine Peeters-Asdourian, M.D., Director of Pain Medicine at Beth Israel Hospital in Boston and James Rathmell, M.D. former Director of Pain Medicine and still active at Massachusetts General Hospital. Dr. Fanciullo has held many prominent positions in national pain organizations and is a recognized expert in pain medicine. As such, he has both personal and professional relationships with most of the leaders in pain medicine in the United States. He has no doubt that there will be strong interest among pain specialists from multiple institutions in participating in this study. His plan will be to contact Dr. Hines, Dr. Ross and Dr. Jamison as his primary contact persons to explore their interest in participating as coinvestigators.

- **The duration of the study:**

The planned study duration will be 3 years. Data will be analyzed at one and two years to look for significant early findings surrounding efficacy and safety.

- **The intended use of the study results:**

The study results are intended to be published in a peer-reviewed medical journal in the United States. We expect these results to be extensively cited in the medical literature. The results may also be presented at national and local meeting by Dr. Fanciullo or his coinvestigators.

***QUESTION F.4. Community Benefits Plan: Provide the Department with a detailed description of any plans you have to give back to the community either at a state or local level if awarded a dispensary facility license.***

**RESPONSE F.4.**

Prime Wellness recognizes the importance of the community surrounding its operations and its patients, and the many stakeholders in such community including without limitation local elected and appointed officials, local law enforcement, local businesses, neighborhood associations and special interest groups, local healthcare bodies and professionals, local nonprofit and charitable organizations, and local economic development initiatives and needs. Prime Wellness will prioritize its efforts to become part of the fabric of the community by positively impacting the community at a local level as well as State level.

Giving back to our community will take several forms such as monetary donations as well as making its resources available to the community in participating in the local life and economy of the town and local communities, by fostering education and social outreach and act as a good citizen.

a. Donations to Local Nonprofit and Charitable Organizations. Prime Wellness will always be engaged in charitable programs satisfying its mission and vision, including without limitation the implementation of policies regarding the special and charitable care and servicing of the following patients: State, Federal and Military Disability Patients; Cancer and AIDS Patients; Terminal Patients; and Elderly or Disabled Patients With No Means of Travel/Transportation. A goal and policy of Prime Wellness will be to strive to be a donor to other local community charities and nonprofits having missions similar to that of Prime Wellness.

Prime Wellness will support local charities by also donating to certain charities, foundations and/or other programs having a mission and vision similar to that of Prime Wellness, and will also work with production and other dispensary facilities to achieve this goal. Some of the charities, foundations and/or other programs intended to benefit from these donations include Komen Connecticut, Alliance for Living (New London), Foodshare of Greater Hartford, CT Food Bank (New Haven), Open Hearth (Hartford), Liberation Programs, Inc. - Ryan White/HIV Services and various community based (local) charities, and the Mandell Center for MS at St. Francis Care.

Donations to local organizations will be in the form of monetary charitable contributions but also by allowing our team members to volunteer their time and skills to other organizations, through participation to charity events (Cancer Walk, United Way), be active members on local organization boards, offer its facility or equipment resources to charities or be a connector for business related efforts and needs.

b. Local Businesses. Prime Wellness will reach out to other local businesses in the community by joining the local Chamber of Commerce and other retail and

manufacturing organizations. Prime Wellness will also prioritize participating in local business events and seminars, particularly with respect to participating in local business networking events and hosting local job fairs.

Prime Wellness also intends to patronize local businesses, offering selected businesses an opportunity to be a vendor of our company or be present in their employee or client communication.

c. Neighborhood Associations and Special Interest Groups. Prime Wellness will participate in meetings and events organized by local organizations to better understand local challenges, issues and opportunities of interest, as well as to facilitate a better understanding of Prime Wellness' structure, mission and vision, and available programs for the benefit of not only its own patients but also for such patients' communities and families. Prime Wellness intends to create a strong relationship with its patients' environment to not only help Prime Wellness' integration into the local community, but also to assist its patients and employees with general acceptance in their communities.

Prime Wellness will offer not only monetary assistance by sponsoring events and participating in fund-raising campaigns for selected community efforts but will also encourage its employees to be active by giving time and knowledge as well as participating in events and fund-raising campaigns.

d. Local Community Officials. Prime Wellness will continue to strengthen its relationship with community officials by meeting with officials and appearing before the local Councils and Boards demonstrating its involvement in the local community and bringing its experiences and resources to the community and its economy.

Our team will also make itself available to educational and job fair outreach efforts to the general public, and will provide status reports on the receptiveness of and interactions with local businesses, local charities, neighborhood groups, the local medical community and patients.

e. Local Healthcare Community. Prime Wellness intends to always be in communication with the local healthcare community and its representatives in order to facilitate education, awareness and integration with respect to Prime Wellness's services, products, seminars, research, studies, general patient receptiveness and reactions, in addition to always attempting to addressing their respective needs, concerns and questions. Seminars and group meetings will be emphasized and organized by Prime Wellness, including without limitation education and informative workshops conducted by special support groups (i.e., cancer patients, AIDS patients, rehabilitation centers) regarding therapies of medical cannabis in combination with other complementary and alternative medicines. Prime Wellness will intend to act as a referral source for patients to other local healthcare providers, and will encourage such local providers to participate in a monthly "Wellness Day" to render pro-bono care and services to certain, qualifying patients of Prime Wellness.

Prime Wellness is receptive to assisting new or ongoing medical studies and research and striving to help patients help themselves in a positive and compassionate way. Prime Wellness will do this by offering its patients the paid opportunity to participate in ongoing medical studies and research trials which, if agreed to, will be shared with member patients, their recommending physicians and the local medical community, all consistent with applicable laws and regulations, to stimulate the growing dialogue between the local medical cannabis community and the local conventional medical community.

f. Prime Wellness Foundation. Prime Wellness intends to establish a 501(c)3 non-profit foundation within the first year of its operation. This non-profit foundation will be managed by the Prime Wellness management and employee team as well as involving community thought leaders. It will have the goal to administer the charity giving policy of Prime Wellness and encourage charitable involvement and civic participation. The Prime Wellness Foundation will benefit from a regular contribution from Prime Wellness that will allocate a percentage of its annual proceeds to the Foundation (no less than three percent) to execute its mission and be a leader in the local community.

Prime Wellness is proud to be part of its local community and will make its best effort to participate in any way possible to its local social life and economy.

**QUESTION F.5.** *Substance Abuse Prevention Plan: Provide a detailed description of any plans you will undertake, if awarded a dispensary facility license, to combat substance abuse in Connecticut, including the extent to which you will partner, or otherwise work, with existing substance abuse programs.*

**RESPONSE F.5.**

Prime Wellness was created to become a multi-faceted respected and credible stakeholder in the State of Connecticut, in large part through its Medical Advisory Committee's education and awareness outreach plans to foster growing dialogue and understanding between the medical cannabis community and other community stakeholders such as the conventional medical community, law enforcement, local community, patients, etc. (collectively, the "Community Stakeholders"). As such, Prime Wellness believes that it has a corporate and social obligation to address certain matters of interest and/or concern to such Community Stakeholders where Prime Wellness possesses an appropriate area of expertise.

Through its Medical Advisory Committee, Prime Wellness does have exceptional expertise and invaluable experience in the area of combating and otherwise addressing substance abuse – and specifically within the State of Connecticut.

As such and in large part through its Medical Advisory Committee, Prime Wellness will undertake plans to combat substance abuse through education and awareness outreach as described hereinbelow. With respect to this specific area, Prime Wellness' Medical Advisory Committee will be led by Joanne Hoffman M.S., particularly in connection with the adoption and implementation of plans to combat substance abuse in coordination with various Community Stakeholders.

**Joanne Hoffman M.S. and Prime Wellness' Awareness of and Plans Relating to the Issue of Substance Abuse.**

Joanne is a Nutritionist and Exercise Physiologist who works with Connecticut patients in the Yale/Temple Cardiac Rehabilitation Program. She also runs her own company, EATS4LIFE LLC, where she provides individuals with personal nutritional and "healthy living" training.

Joanne became an active and well-known figure in PARENTS4ACHANGE, a Southington, Connecticut non-profit community based group, in 2009 when she had her own family crisis involving drug abuse. She actively assists in providing education, information, support and resources to parents and families of opiate addicted children and young adults. She has been featured on FOX news in speaking out against "K2" (synthetic marijuana) which is being abused by children in every town in Connecticut; she has presented her K2 "program" to the Connecticut State Legislature to great acclaim; and she performs such programs in conjunction with Connecticut State Police, Statewide Narcotics Task Force, Public Education Section. Joanne often states "When I speak, I tell our family's story. I educate about the different drugs that are being abused

and I discuss how it affects everyone in the community.” By way of background, the Statewide Narcotic Task Force Public Education Section’s main objective is to assist the State Police and local law enforcement in their substance abuse prevention educational efforts. The section also provides support to the Connecticut State Police Public Information Office Speaker's Bureau program by providing drug education presentations to Connecticut schools, senior centers, civic organizations and other groups.

Joanne is active in assisting with crisis calls from new families, holding meetings with new families to offer support and resources, and giving presentations with the Connecticut State Police Narcotics Task Force Educators throughout Connecticut on drug education and awareness. Behind Joanne’s guidance, Prime Wellness (and its Medical Advisory Committee) will support and continue similar work and outreach in the area of combating substance abuse, and will adopt and implement plans that continue to be aimed at:

1. understanding present drug threats and trends in the State of Connecticut;
2. providing information and education on the identification of possible substance abuse indicators by reviewing specific drug descriptions, effects, ingestion methods, types of packaging, and paraphernalia;
3. supporting and furthering the work of Joanne on educating, informing and providing support and resources to parents and families of opiate addicted children and young adults;
4. working with State and local law enforcement, elected officials and like-minded special interest groups assist in making Connecticut communities unfriendly environments with respect to illicit drug use and drug activity;
5. supporting and furthering the work of Joanne in the development of strategic approaches focused on awareness, education and communication in the effort to reduce the incidence and prevalence of substance abuse and related problems;
6. assisting State and local law enforcement departments in their substance abuse prevention educational efforts by way of sponsoring seminars, conducting research and studies, providing lectures, and/or charitable contributions as appropriate; and
7. providing community based educational programs to the towns and the families of the State of Connecticut so as to make one more positive difference for the benefit of our cities’ and towns’ residents.

Attached hereto, please find Joanne’s full resume, and examples of her various presentations and activities.



**Gilbert J. Fanciullo, MD, MS and Prime Wellness' Awareness of and Plans Relating to the Issue of Substance Abuse.**

Supporting Joanne and Prime Wellness in our education and awareness outreach plans to help combat and otherwise address the problematic issue substance abuse will also be the work and assistance of Gilbert J. Fanciullo, MD, MS. Dr. Fanciullo will join and support Joanne as the face of Prime Wellness in connection with the adoption and implementation of plans to combat substance abuse in coordination with various Community Stakeholders. Dr. Fanciullo and Prime Wellness will work towards trying to advance efforts to establish much needed guidelines (as described below) to help physicians and other providers identify the small albeit important subset of patients who may become addicted to marijuana. Although the risk of addiction to marijuana has been shown to be much smaller and less dangerous than the risk of addiction to opioids, Prime Wellness and its Medical Advisory Committee are always concerned with the reality that there are some patients who may be suffering from addiction, abuse or misuse of marijuana. As such, Prime Wellness' education and awareness outreach plans will not ignore such issues.

Dr. Fanciullo's expertise and the focus of a large percentage of his work over the last decade has been directed towards addressing the intersection between pain and addiction with regard to opioid use in patients being treated for chronic pain. Dr. Fanciullo was the principle author on the first scientific paper published in the United States that demonstrated urine toxicology testing of chronic pain patients being treated with opioids could help identify patients that were suffering from the disease addiction and could be effectively treated. He was the Chairperson, as mentioned in other sections of this application, of a national committee charged with creating guidelines for the use of opioids in chronic pain treatment. The primary focus of these three important scientific papers was to guide clinicians in the proper use of opioids in the context of the risks of addiction, diversion, abuse and misuse.

The risk of addiction to marijuana has been shown to be much smaller and less dangerous than the risk of addiction to opioids. Opioid addiction commonly leads to major morbidity and death while there are no proven long-term harmful physical effects associated with addiction to marijuana. Studies show the lifetime risk of addiction to opioids is 36% while the risk for marijuana is 9%. Treatment of addiction to marijuana is also much less problematic and far more successful than the treatment of addiction to opioids. Despite the relative safety of marijuana use compared to other commonly used drugs, it is still important to identify patients who may be suffering from addiction, abuse or misuse of marijuana. There are currently no guidelines to help physicians and other providers identify the small albeit important subset of patients who may become addicted to marijuana.

Dr. Fanciullo has called nationally for the publication of Guidelines addressing the use of Medical Marijuana and still believes this important. The purposes would be the following:

1. To help clinicians understand who is most likely to obtain benefit from the use of medical marijuana.
2. To ensure that clinicians understand and can educate their patients surrounding the potential risk and strategies to reduce the risk of use of medical marijuana.
3. To help clinicians identify patients who may suffer from the disease addiction and may become addicted to medical marijuana.
4. To help clinicians negotiate with issues such as workplace safety, driving, proper use, safeguarding their supply, overuse, pregnancy, use with other drugs, etc.
5. To help identify risk factors for patients considered for treatment with medical marijuana. For opioids these factors include prior history of addiction to other drugs, positive family history of addiction, history of sociopathy, major untreated psychiatric illness, cigarette smoking, etc. There are no known proven risk factors for developing risk of addiction to marijuana at this time but it is likely there is overlap.
6. To advise providers regarding the best treatment options if they suspect one of their patients has developed a problem with addiction

Dr. Fanciullo will take steps to try to obtain funding for the development of Guidelines and/or create enough interest among national medical organizations such that they will develop Guidelines. It is an expensive and time consuming venture but also an extremely important one.

### **Prime Wellness Best Practices.**

As indicated above, and as understood by Prime Wellness and its Medical Advisory Committee, medical cannabis is a natural, safe and beneficial treatment option for many debilitating conditions; however, the potential does exist for patients to become habituated or addicted to its use. Prime Wellness has an obligation to assist, and will assist, in patient understanding of the following:

#### **Signs of addictive use and dependence can include:**

- A heightened sense of visual, auditory and taste perception.
- Poor memory.
- Increased blood pressure and heart rate.
- Red eyes.
- Decreased coordination.
- Difficulty concentrating.
- Increased appetite.
- Slowed reaction time.

- Paranoid thinking.

Drug addiction symptoms or behaviors may include:

- Feeling that you have to use the drug more frequently.
- Failing in your attempts to stop using the drug.
- Making certain that you maintain a supply of the drug.
- Spending money on the drug, even though you can't afford it.
- Doing things to obtain the drug that you normally wouldn't do, such as stealing.
- Feeling that you need the drug to deal with your problems.
- Driving or doing other risky activities when you are under the influence of the drug.
- Focusing more and more time and energy on getting and using the drug.

When to see a doctor:

- If you think that your drug use is out of control or is causing problems, you should get help.
- The sooner that you seek help, the greater your chances will be for a successful recovery.
- Your family doctor may be a good place to start, or you may seek a mental health provider such as a psychologist or psychiatrist.

Make an appointment to see a doctor if:

- You can't stop using a drug.
- Your drug use has led to unsafe behavior.
- You think you may be having withdrawal symptoms.

If you're reluctant to approach a doctor, help lines or hotlines may be a good place to learn about treatment. You can find these lines listed in the phone book or on the Internet.

**JOANNE HOFFMAN M.S.**

14 Musket Drive  
North Haven, CT 06473  
PH: 203.915.5707  
FAX: 203.234.2088  
jhoffman@eats4life.com

**RELATED EXPERIENCE**

***PARENTS4ACHANGE*** \* Southington, CT.

Assists President with crisis calls from new families, holds meetings with new families to offer support and resources, gives presentations with State Police Narcotics Task Force Educators all over Connecticut on drug education and awareness. 2009-Present

\* Parents4achange focuses on educating, informing and providing support and resources to parents and families of opiate addicted children and young adults. We work with state and local authorities to make our communities unfriendly environments to drug use and drug activity.

***NORTH HAVEN SUBSTANCE ABUSE AND ACTION COUNCIL*** North Haven, CT.

Board Member. Participates in the development of a strategic approach focused on awareness, education and communication thereby reducing the incidence and prevalence of substance abuse and related problems in North Haven.

CoFounder of parent sub group of North Haven Substance Abuse and Action Council.

***PERSONAL***

Hands on experience with close family members with opiate addiction.

**EMPLOYMENT HISTORY**

***YALE/TEMPLE CARDIAC REHABILITATION*** Branford, New Haven, Cheshire, East Haven.

Exercise Physiologist / Nutrition Consultant. Duties include implementing and monitoring patients' exercise programs; monitoring heart rates and rhythms on telemetry units; documenting progress, monitoring blood pressures; teaching nutrition education classes and giving individual nutritional advice. 2007 – Present

***EATS4LIFE LLC*** North Haven, CT.

Owner / Personal Nutrition Consultant. Designs individual nutrition programs for those who are overweight, have high blood pressure, diabetes, or high cholesterol; educating and motivating clients. 2000-Present

**ROB NEVINS PERSONIZED WEIGHT CONTROL PROGRAMS, INC.**  
Woodbridge, CT

Personalized Nutrition Consultant: Duties included implementing nutrition programs to clients who were overweight, had high blood pressure, diabetes, or high cholesterol; educating and motivating clients; ongoing research and development of the Rob Nevins Weight Control Program. 1996- 2000

**NEW HAVEN JEWISH COMMUNITY CENTER** Woodbridge, CT.

Personal Trainer: Duties included working one on one conducting fitness evaluations; designing exercise programs based on goals and level of experience; educating and motivating clients; offering nutritional advice. 1994-1996

**CHIROPRACTIC AND PHYSICAL REHABILITATION CENTER OF BRANFORD**  
Branford, CT.

Exercise Physiologist: Responsible for running the Rehabilitation Center. Duties included Dynatron testing, Metrecom testing, Isokinetic and Fitness testing; designing and monitoring individualized exercise programs on computerized equipment for patients with various injuries and conditions. 1991 - 1994

**VA MEDICAL CENTER** West Haven, CT

Coordinator of the Employee Wellness Program: Duties included planning, scheduling and hiring staff to run fitness evaluations, supervise exercise programs, teach aerobics and give health related lectures. 1991

**MEDIFIT OF AMERICA** Stamford, CT

Fitness Specialist at the Pratt & Whitney Corporate Fitness Center in North Haven. Duties included conducting fitness evaluations and developing exercise prescriptions; creating, implementing and monitoring promotional and incentive programs; designing and leading exercise classes; conducting plant worksite exercise programs to reduce and prevent job related injuries; assisting with training of new staff and student interns. 1990

**SPA LADY** North Haven, CT

Training Director: Duties included coordination of the training program for the nine Spa lady clubs in Connecticut; running seminars on how our services relate to the improvement of various health problems; keeping our fitness consultants up-to-date on any new material pertaining to health and fitness; reviewing and evaluating every employee and assuring that each club adheres to all Spa Lady policies. 1987-1989

Service Coordinator: Duties included comprehensive evaluation of member's fitness through a selective testing program that I implemented. This was followed up by an individualized diet and exercise program. Other responsibilities included training and

evaluation of staff, coordination of various spa activities and daily administrative tasks.  
1985-1989

### **EDUCATION**

Southern Connecticut State University: M.S. Physical Education with concentration in Human Performance. 1990

Southern Connecticut State University: B.S. Special Education. 1982

Lasell College A.S. Community Mental Health. 1979

### **CERTIFICATIONS AND AFFILIATIONS**

Parents4achange

North Haven Substance Abuse and Action Council

Certified Trainer-Courageous Parenting 101, Courage to Speak Foundation

American College of Sports Medicine

American Red Cross: CPR

## NOT OUR KIDS....

In August of 2009, 5 days before she was to begin her college career at Bryant University, we found out that our daughter was addicted to Oxycontin. On the evening we confronted her about her drug use, she wanted to prove to us that she did not have a problem and agreed to go to Yale-New Haven Hospital and be evaluated. She was seen by a Psychiatrist, who after a 30 minute evaluation released her saying that ‘your daughter does not have a drug problem, though she is bipolar. Have her see a psychiatrist and be put on the proper meds. She will be fine to go to college’. We were thrilled. But we wanted to follow it up with an appointment with her Pediatrician. We received the same good news. We had also been told about a woman and her organization that helps families in crises. After talking with her, we knew there was more to Barbara’s problem. Over time, we became highly educated, not by any professionals, but by another mom who has lived this nightmare. Life as our family knew it, changed drastically. If we had sent our daughter away to school at that point, there is no doubt in our minds that she would be dead. As it turns out her addiction required her taking up to five 80mg of oxycontin a day. She told us how readily available drugs are in school. In middle schools, the drug of choice is prescription meds. Our daughter started in our medicine cabinet. HEROIN has become the drug of choice for many suburban teens in high school. It’s easier to get heroin than it is to get cigarettes or alcohol because you don’t need an ID, plus it’s only \$5 a bag. When they can’t afford the oxys anymore the next step is heroin.

As a mother of an addict who is in recovery, I want to share my experiences to try to educate others like me or to prevent others from going through what we have gone through. My daughter is a highly intelligent, high achieving, good kid. Then all of a sudden, we found out that she was abusing drugs. This can happen to you. It’s not about good kids/bad kids—good parents/bad parents. It’s about drugs and how they capture a person. My goal is to help other parents learn and become aware of how to prevent this from happening to them. It’s also about crisis management. If anyone has a child in crisis, I want them to know there is support. I also want to educate professional caregivers on the signs of drug abuse and give them resources that can really help.

I’m sharing my story because drug use affects every level of society regardless of race, color or creed. It doesn’t care where you live or how much money you make. No one is immune to it. If a child makes that one poor decision, he is opening the door to possible drug abuse and addiction.

# Drugs in Our Own Backyard

Our Kids:  
Prescription Drugs and  
Addiction

Dynamic Guest Speaker

**Joanne Hoffman**

**her family's struggle  
proactive parenting  
red flags  
statistics**

**YOUR CHILD-The New Face of Heroin?!  
DON'T SAY "NOT MY KID"**

Wednesday, Oct. 19, 2011

7:00 p.m. After the PTA meeting

Clintonville School

"Hope is not a strategy for drug  
prevention!"





**Hamden Chamber of Commerce  
Health & Wellness Committee and  
Hamden Public Schools  
present**

***Not My Kid... Not My Employee... Not my Friend***  
***An eye opening lecture about the latest trends in  
substance abuse and how you can see the signs.***

Sponsored by:



AT THE CORNER OF **HAPPY & HEALTHY®**

**Speaker: Wayne E. Kowal**

Dept. of Public Safety  
Connecticut State Police  
Statewide Narcotics Task Force  
Trainer/ Coordinator of Public Education

**Speaker: Joanne Hoffman**

Owner, Eats4Life  
Shares her personal story of  
family addiction.



**Location:**

**HAMDEN MIDDLE SCHOOL**

**Auditorium**

**2623 Dixwell Avenue, Hamden**



**Wednesday, October 23, 2013**

**5:00pm Registration | 5:30pm Presentation**

**Wayne Kowal** is the Coordinator of Public Education for the Connecticut State Police, Statewide Narcotics Task Force. He has been assigned to this position for four and a half years. He retired from active duty in 2006 as a Army Engineer Officer. The Statewide Narcotic Task Force Public Education Section's main objective is to assist State Police Troops and municipal police departments in their substance abuse prevention educational efforts. The section also provides support to the Connecticut State Police Public Information Office Speaker's Bureau program by providing drug education presentations to Connecticut schools, senior centers, civic organizations and other groups.

**Joanne Hoffman**, Owner of Eats4Life, a nutrition and consulting company, will share her personal story of her family's fight against her daughter's addiction to opiates. She will also discuss how to get help.

**Please RSVP to the Hamden Chamber of Commerce | Walk-In's Welcome**

**There is no charge for this event. Light refreshments will be served.**

**Free on-site babysitting service available.**

**Phone: 203-288-6431 | Email: [hcc@hamdenchamber.com](mailto:hcc@hamdenchamber.com)**

**SECTION A. BUSINESS INFORMATION OF APPLICANT**

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

**RESPONSE A.1.**

Please see the Dispensary Facility License Information Form attached hereto as Appendix A.

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

**RESPONSE A.2.**

Each member (“Member”) of Prime Wellness of Connecticut, LLC (“Prime Wellness”) possesses specific qualities and expertise making the group uniquely qualified to operate a develop and operate a dispensary facility in and subject to Connecticut’s Medical Marijuana Program. Each Member is, or has been, involved with running successful entrepreneurial businesses.

Two Members of the group, **Thomas Nicholas** of South Windsor, CT, and **John P. Glowik, Jr.** of Shrewsbury, MA, have been owners and operators of licensed out-patient dialysis facilities in Connecticut, Massachusetts, New Hampshire and New York. As owners of end stage renal disease (“ESRD”) facilities, they were thoroughly vetted by State Health Departments and Federal agencies for quality of care, adherence to regulations and general character, competency and suitability. As companies billing to the Medicare and Medicaid programs for patient care, they were subject to security and background checks by the Federal government. Their facilities participated in multiple surprise inspections from Connecticut and all other State Health Departments which represented the United States Department of Health ESRD Program, and resulted in findings of “no deficiencies”. The patient care delivered by their facilities ranked amongst the highest in the nation as measured by standardized CQI quality indicators.

The other Member of Prime Wellness is **Kevin Murphy** of Madison, CT. Kevin played an instrumental role in assisting in the financing and facilitation of Northeast Patients Group (d/b/a Wellness Connection of Maine), a very well respected,

licensed and regulated non-profit medical marijuana corporation in Maine. Wellness Connection of Maine is currently a burgeoning success in providing much needed care for patients in Maine and in existing as a good corporate citizen, and Kevin desires to bring such positive experience and opportunity to his home state of Connecticut. Kevin has had a highly successful career in the New York money management business, and has been instrumental in growing companies from inception to billion dollar money management firms. Having made numerous investments in start-up and operating businesses (healthcare, technology and otherwise) with great success, Kevin often takes a proactive role in such investments to guide and influence the operation's business professionals. Kevin's guidance and input has led to higher success ratios and more predictable outcomes for these businesses. Kevin now looks forward to applying his talents and resources for the benefit of Prime Wellness and the emerging industry presently the subject of a competitive application process in Connecticut.

Prime Wellness will engage the services of **Brett Sicklick** as Director of Operations. Brett was born and raised in West Hartford, CT. Since 2009, Brett has worked in Colorado's legal medical cannabis industry in all aspects dispensary and cultivation operations. By way of example, Brett has acted in the capacity of "Operations Manager" for Livwell, a Colorado cannabis grower and dispenser where his responsibilities included managing multiple company-owned dispensaries in and around Denver, and developing and managing the company's wholesale division. Over the past couple of years, Brett has been working for Guaranteed Harvest LLC/Herbal Cure LLC of Denver, CO as a Cultivation Warehouse Manager where he has become skilled and

responsible for running all inventory/tracking controls and managing personnel. Brett has intimate knowledge and expertise in all areas of the medical marijuana industry (including dispensary and cultivation operations) and will serve as Director of Operations for all of Prime Wellness.

Prime Wellness has also retained the exclusive consulting services of **Northeast Patients Group d/b/a Wellness Connection of Maine**. Wellness Connection of Maine is a licensed medical marijuana nonprofit corporation in the State of Maine; operates four dispensaries; employs over 45 employees; and services thousands of patients. Through its consulting subsidiary lead by Jacques Santucci, Wellness Connection of Maine will bring to Prime Wellness (and the State of Connecticut) invaluable education; proprietary techniques, processes and systems; a unique medical marijuana perspective with respect to New England (Maine); an understanding of working within a strict regulatory environment unique to the New England marketplace; invaluable experiences of creating and growing a start-up medical marijuana corporation and business; best practices and standards; know-how with respect to establishing a positive image, becoming a respected, charitable and educational part of the fabric of the local community, and becoming a hub for economic development, patient care and educational outreach to the medical and local community.

Jacques Santucci runs Opus Consulting Group, and his services are contracted to Wellness Connection of Maine as its current Chief Financial Officer. His expertise is in finance and executive management, and he has been involved with Wellness Connection of Maine for over 3 years since its inception. Jacques oversees Wellness Connection of Maine's day-to-day dispensary business operations.

Prime Wellness has initiated a **Medical Advisory Committee** to help the company develop new treatment therapies for the list of covered conditions, initiate medical research into advanced applications of the medicine, as well as provide scientific medical training and educational outreach to our State's medical community through CME qualified medical marijuana educational conferences and other activities. The committee will also provide content for educational training programs to Prime Wellness employees, including best practices in health care operations management. Current Members include Gilbert Fanciullo, MD, MS (committee chairman) who is board certified in Anesthesiology, Pain Management and Hospice and Palliative Care, and Corey Burchman, MD who is board certified in Anesthesiology and Pain Medicine (both of whom are employed at the Dartmouth-Hitchcock Medical Center, Lebanon, NH); Richard Gannon Pharm. D., who is a Specialist in Pharmacological Pain Management and who is currently employed at Hartford Healthcare, Hartford Hospital Campus, Hartford, CT; Joanne Hoffman, MS, Nutritionist and Exercise Physiology employed at Yale/Temple's Cardiac Rehabilitation Program; and Jeffery Hover, BS, Director of Supply Chain, NxStage Medical, Inc.

Complementing the well-balanced and diverse Prime Wellness team is **Dr. John Pierce**. Dr. Pierce will serve Prime Wellness on an exclusive basis in the State of Connecticut as its Alternative Dosage and Quality Control Consultant. Dr. Pierce will establish protocols and training with respect to the establishment of quality controls. Dr. Pierce received his Ph.D. in Analytical Chemistry in 1986, and has held numerous positions in research and college level instruction specializing in laboratory practices, environmental health, quality assurance and control programs

(i.e. record keeping, measuring with proper equipment, calibration of equipment, standard operating procedures, good laboratory practices, etc.), and botanical intellectual property development.

Serving as Prime Wellness' Pharmacist/Dispensary Manager is **Algis T. Domeika**, a licensed pharmacist in Connecticut. Algis has served as a Pharmacy Manager for over a decade with Walgreens, and was responsible for the following for each pharmacy location: oversee pharmacy operations; ensure proper licensure; customer service; train pharmacists, interns and technicians; inventory control; hiring new staff; mentor for intern program for several pharmacy schools; pharmacist duties, including accurately checking and filling prescriptions, providing immunization services and counseling; scheduling; and building business relationships in the community. Algis' professional background and experiences will serve him well as he exercises a number of the foregoing responsibilities and/or skills in his position as Pharmacist/Dispensary Manager of Prime Wellness.

Prime Wellness has assembled a team of professionals experienced not only in medical marijuana operations and markets subject to strict regulations (particularly in New England), but also experienced in health care, business development and management, business finance and laboratory equipment and testing. As such, it has access to the best technical and operational expertise available in New England, and has the financial where-with-all to assure the Department of Consumer Protection of its ability to operate the highest quality and most secure medical marijuana dispensary.

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

**RESPONSE A.3.**

As previously described, the three founding Members of Prime Wellness are John P. Glowik, Jr., Kevin Murphy and Thomas Nicholas.

Kevin Murphy, a resident of Madison, CT, has been involved in the financial sector for many years and had an interest in bringing his positive experiences with respect to the medical marijuana industry to his home state of CT. John P. Glowik, Jr., who knew Kevin as a fellow alum of the College of the Holy Cross, shared Kevin's interest. Thomas Nicholas, who has partnered with John Glowik in various entrepreneurial medical endeavors, also shared such interest and vision. As such, the three individuals decided to bring their medical and business expertise together in pursuit of establishing a medical marijuana facility pursuant to the current application process and strict regulations of the State of Connecticut.

As Thomas Nicholas is a resident of South Windsor and has served in the capacity of CEO for five out-patient Renal Dialysis Facilities in Connecticut during the 1990's, he was tapped to form the company known as "Prime Wellness". As such, Prime Wellness was formed on August 27, 2013, and the membership interest thereof was allocated as follows: Thomas J. Nicholas – 25%; John P. Glowik, Jr. – 25%; Kevin P. Murphy – 50%.

The Members decided to commit One Hundred Ten Thousand (\$110,000.00) Dollars in a pro rata manner as start-up capital, and agreed that it would enable them to assemble a team of consultants (Architectural, Engineering, Legal, Security) as well as line up exclusive consulting and operational support from Northeast Patients Group d/b/a Wellness Connection of Maine.

The three Prime Wellness Members have pledged their personal financial assets to underwrite the business plan and growth of Prime Wellness. They have deposited Two Million (\$2,000,000.00) Dollars with Morgan Stanley of Connecticut in a pledge account for the express purpose of establishing an escrow account in connection with Prime Wellness' separate application for a potential production facility. They have further pledged to financially support the development of the proposed dispensary facility, should they receive a license. Please see the attached personal financial statements and Federal Tax Returns of the Members for your evaluation.

In the event that Prime Wellness becomes licensed, it anticipates being operational by August 2014.



**SECTION B.            LOCATION AND SITE PLAN**

**QUESTION B.1.**    *Please provide the following: the location of the proposed dispensary facility.*

**RESPONSE B.1.**

The proposed dispensary facility is located at 382 Gold Star Highway, Groton, CT 06340. Please see documents attached as Exhibit A.

**QUESTION B.2.** *Please provide the following: documents sufficient to establish that the applicant is authorized to conduct business in Connecticut and that state and local building, fire and zoning requirements and local ordinances are met for the proposed location of the dispensary facility.*

**RESPONSE B.2.**

Please see Exhibit B attached hereto.

**QUESTION B.3.** *Please provide the following: if the property is not owned by the applicant, provide a written statement from the property owner and landlord certifying that they have consented to the applicant operating a dispensary facility on the premises.*

**RESPONSE B.3.**

Please see Exhibit C attached hereto.

**QUESTION B.4.** *Please provide the following: any text and graphic materials that will be shown on the exterior of the proposed dispensary facility.*

**RESPONSE B.4.**

Limited text or signage will be placed on the exterior of the proposed dispensary facility.

Please see Exhibit D attached hereto.

**QUESTION B.5.** *Please provide the following: photographs of the surrounding neighborhood and businesses sufficient to evaluate the proposed dispensary facility's compatibility with commercial or residential structures already constructed, or under construction, within the immediate neighborhood.*

**RESPONSE B.5.**

Please see Exhibit E attached hereto.

**QUESTION B.6.** *Please provide the following: a site plan drawn to scale of the proposed dispensary facility showing streets, property lines, buildings, parking areas, and outdoor areas, if applicable, that are within the same block as the dispensary facility.*

**RESPONSE B.6.**

Please see Exhibit F attached hereto.

**QUESTION B.7.** *Please provide the following: a map that identifies all places used primarily for religious worship, public or private school, convent, charitable institution, whether supported by private or public funds, hospital or veterans' home or any camp or military establishment that are within 1000 feet of the proposed dispensary facility location.*

**RESPONSE B.7.**

Please see Exhibit G attached hereto.

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

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

**RESPONSE B.8.**

Please see Exhibit H attached hereto.



**SECTION C.            PROPOSED BUSINESS PLAN**

**QUESTION C.1.**    *Provide a detailed description of all products intended to be offered by the dispensary facility during first year of operation.*

**RESPONSE C.1.**

**A.    TRADITIONAL DOSAGE FORM (FLOWER/LEAF).**

Based on patient projections and needs, we will offer a variety of carefully selected, tested and proven cannabis strains of Indica, Sativa, and hybrid dried flowers for inhalation or alternative dosage forms, some of which include the following related to debilitating medical conditions as defined under Connecticut law:

<b>Name of Strain</b>	<b>Genetics *</b>	<b>THC Level</b>	<b>Suggested Indication**</b>	<b>Flowering (weeks)</b>
<b>100% INDICA</b>				
Classic OG Kush	100% Indica	21.00%	glaucoma	8-10
Lake Tahoe OG	100% Indica	21.00%	anti anxiety	8-10
Master Kush	100% Indica	20.00%	lack of appetite	8-10
Nirvana	100% Indica	19.00%	lack of energy	7-9
Pure Kush	100% Indica	20.00%	neurogenic pain	8-10
<b>100% SATIVA</b>				
Strawberry Cough	100% Sativa	19.00%	digestive diseases	8-10
<b>INDICA DOMINANT</b>				
Chem Dawg	Indica Dominant	20.00%	digestive disease	8-10
Cheese	Indica Dominant	17.00%	PTS disorder	8-10
<b>EVEN HYBRID</b>				
MK Ultra	50% Indica,50% Sativa	19.00%	glaucoma	7-9
<b>SATIVA DOMINANT</b>				
White Widow	70% Sativa,30% Indica	17.00%	glaucoma	8-10
Purple Urkle	60% Sativa,40% Indica	20.50%	neurogenic pain	7-9
Jack Herer	Sativa Dominant	20.50%	multiple sclerosis	8-10
Mango	Sativa Dominant	19.50%	cachexia, nausea,	7-9
<b>HIGH CBD</b>				
Harlequin		8% CBD 5% THC	inflammation anti-nausea	7-9

## **B. ALTERNATIVE DOSAGE FORMS.**

Alternative dosage forms will also be offered for patient use, subject to compliance with and permitting under all applicable laws, rules and regulations of the State of Connecticut and the local municipality, including without limitation those relating to labeling and packaging. These products are very important for patients who do not wish to inhale (e.g., the elderly), who have an illness that inhalation might impact negatively (e.g., lung cancer), or who want a longer-lasting medicinal effect (e.g., multiple sclerosis).

Alternative dosage products will be made available in various potencies. Suggested products that Prime Wellness will initially offer will include without limitation the following, subject however to being permissible under Connecticut law:

Tincture Line, with the following characteristics: served in a 1 oz. tube containing glycerin and various flavors and sweeteners (i.e. vanilla, coconut, etc.); active component would be 30 servings per tube (300 mg. active).

Butter, with the following characteristics: served in a 4 oz. package; active component would be 24 servings per package (480 mg. active).

Vaporizers will be made available for the benefit of patients as such enables inhalation of active cannabinoids while avoiding harmful smoke-related toxins; such device heats medicine to a temperature just below point of combustion (when smoke is produced) and, at such point, THC and other medically active cannabinoids are emitted with little or none of the carcinogenic tars and noxious gases found in smoke; consists of a kit containing a charger and cartridge (filled with 1/8 medicine), and various flavors.

Brownies and Cookies, with the following characteristics: active component of 20 mg.

Baker's Mix, with the following characteristics: served as 12 oz. powder; active component would be 240 mg.

Prime Wellness will work with the licensed producer to ensure that all of the medical marijuana products shall be provided to patients in sealed, tamper-proof, child resistant and light resistant packaging, and labeled with a branded sticker that will include a bar code, name of product, quantity of products and mentions in accordance with local rules and industry standards such as “For Medicinal Use Only, Not For Resale” and “Keep Away From Children”, in addition and subject to all requirements under Connecticut law.

**QUESTION C.2.** *Provide a detailed description of all services to be offered by the dispensary facility during the first year of operation.*

**RESPONSE C.2.**

“SERVICE + EDUCATION + COLLABORATION = WELLNESS”

The above phrase captures the essence of Prime Wellness’ program for providing counseling and other services, and educational materials regarding methods of administration and information and research studies on health effects of medical marijuana to registered qualifying patients and their personal caregivers (collectively, for purposes of this response, “patients”). Prime Wellness’ program consists of the processes and services describe below, all of which are driven by compassionate, informative and one-one-one patient interaction promoted by Prime Wellness’ professional staff to maximize patient “wellness”.

A. Intake/Orientation Process.

Newly registered qualifying patients and their personal caregivers must initially participate in Prime Wellness’s “Intake/Orientation Process”, which shall include:

1. meeting a Prime Wellness professional to register formally with Prime Wellness;
2. having a Prime Wellness professional describe all of the services and products available to Prime Wellness members;
3. receiving a “New Patient Packet”, which will be reviewed with such patients by a Prime Wellness professional, and which will include the following materials:
  - (a) Prime Wellness’ Rules and Guidelines.
  - (b) Prime Wellness’ Compassionate Programs.
  - (c) Prime Wellness’ Library Reference Materials.
  - (d) Prime Wellness’ Know Your Edibles.
  - (e) Americans For Safe Access Guide to Using Medical Marijuana.
  - (f) Cannabis Indica and Cannabis Sativa – What Are They?
  - (g) Emerging Clinical Applications for Cannabis & Cannabinoids.
  - (h) List of Available Pain Management & Wellness Services.

The Intake/Orientation Process will provide patients with a comprehensive understanding of Prime Wellness' rules, special discount programs and library resources; various methods of medical-cannabis administration and/or ingestion options, and related side effects; safety, effectiveness and techniques relating to alternative dosage forms such as edibles and tinctures; the safe smoking of medical marijuana; information comparing and contrasting Indica vis-à-vis Sativa; and recent scientific literature on clinical applications and health effects of medical marijuana.

B. Continued One-On-One Interviews and Training Sessions.

Prime Wellness believes that the best way to provide counseling and education to member patients is through one-on-one interviews and information sessions. Through training and experience, our professional staff will share their knowledge in helping patients make the right choices of cannabis for inhalation and alternative dosage forms as well.

Furthermore, Prime Wellness' patient management software will allow us to identify Prime Wellness patients with specific medical conditions. As such, should we become aware of research helpful to a particular subgroup of our patients (cancer patients, for example), we can provide them with specific information pertaining to their condition, either by e-mail or hand delivery to them on their next visit to the dispensary facility.

C. Ongoing Medical Studies and Research.

Prime Wellness is receptive to assisting new or ongoing medical studies and research.

Prime Wellness strives to help patients help themselves in a positive and compassionate way. Prime Wellness does this by offering its patients the paid opportunity to participate in ongoing medical studies and research trials which, if agreed to, will be shared with member patients, their recommending physicians and the medical community.

Prime Wellness believes that this area of focus will stimulate the growing dialogue between the cannabis community and the conventional medical community, which is a significant goal of Prime Wellness.

D. Events and Workshops.

A calendar of events and workshops integrating all aspects of well-being will be posted and updated in the dispensary facility. These workshops will include, but are not limited to:

1. Cultivation classes.
2. Cooking classes.
3. Seminars featuring patients and their experiences.
4. Seminars featuring legal experts in the continuously developing and changing medical marijuana industry.
5. Scheduled talks by physicians, pharmacists, nurses and other medical practitioners and healthcare providers.
6. Seminars involving the common participation of patients, doctors and community though leaders will also be organized to allow cross education, experience sharing and give an opportunity to any participants to ask questions and receive answers, from patients to doctors, from caregivers to media and community leaders. In the form of a town hall format, these sessions will increase education and integration of patients, employees and their families.

E. Pain Management and Wellness Community Calendar and Services.

A Pain Management and Wellness Community Calendar will also be posted, including without limitation events and services at our dispensary facility (subject to full compliance with Connecticut law) affiliated with pain management and wellness in general.

Prime Wellness intends its dispensary facility to be viewed by patients as a pain management, general health and wellness resource whereby holistic medical and wellness consultation and treatment may occur through a wide range of professionals that have demonstrated to Prime Wellness that they are dedicated to the:

- (a) Compassionate understanding and assessment of the multidimensional nature of patients in pain; and
- (b) Diagnosis and alleviation of acute, chronic and cancer pain and the pain and suffering of persons with advanced serious illnesses;
- (c) Development and utilization of advanced modalities in pain medicine to help patients live more fulfilling and productive lives; and
- (d) Promotion of care and wellness for the whole patient and his or her family.

As such, Prime Wellness shall strive to promote an innovative and multidisciplinary approach utilizing all available services and products directed through

such professionals to assist member patient recovery in multiple aspects of their lives to the extent so needed and desired by the individual patient. Such services and/or products may include but not be limited to the following:

- Acupuncture
- Breath Work
- Chiropractic Medicine
- Heart Centered Yoga
- Therapeutic Touch
- Visualization
- Massage Therapy
- Aroma Therapy
- Reiki
- Interventional Pain Management Services as follows:
  - Botulinum Toxin Injections (Botox/Dysport/XeominMyobloc):

to treat headache, muscle spasm, dystonia, spasticity, and myofacial pain.
  - Epidural Steroid Injections (Cervical, Thoracic, Lumbar):

to relieve pain in the neck, back, arms, or legs as a result of ‘pinched nerves’, herniated discs, arthritis, sciatica or spinal stenosis.
  - Facet Joint Injections (Cervical, Thoracic, and Lumbar):

to relieve pain in the neck or back as a result of arthritis, sprains, strains and ‘whiplash’ or other traumatic injuries.
  - Lumbar Sympathetic Block:

to help people with leg pain from Complex Regional Pain Syndrome (a.k.a. CRPS or RSD), peripheral vascular occlusive disease or other vascular or neuropathic pain conditions.

- Medial Branch Nerve Block:  
a diagnostic procedure intended to determine if spinal pain is coming from the facet joints, and predict relief from a radiofrequency neuroablation procedure.
- Peripheral Joint Injections:  
to improve joint pain caused by injury, inflammation or arthritis.
- Peripheral Nerve Blocks:  
any nerve in the arms or legs or trunk or head and neck can be anesthetized to diagnose and treat various pain syndromes
- Radiofrequency Neuroablation (Cervical, Thoracic, Lumbar):  
using high frequency impulses to ‘cauterize’ the nerves (medial branches) that carry pain signals from painful facet joints, which can reduce neck, thorax or back pain for up to a year per treatment.
- Sacroiliac Joint Steroid Injection:  
to help treat pain in the low back and buttocks area due to irritation of the joint where the hip and the spine meet.
- Implantation of Spinal Cord and Peripheral Nerve Stimulators:  
one or more electrodes is placed in an area adjacent to the spinal cord or a nerve to help control chronic pain from various pain syndromes; such as: peripheral neuropathy (nerve damage), failed spine surgery syndrome, headache, occipital neuralgia, Complex Regional Pain Syndrome, chronic abdominal and chest pain, and a variety of other painful disorders of the body.
- Stellate Ganglion Block:  
to assist people who have arm pain from Complex Regional Pain Syndrome, Sjorgrens Disease or other neuropathic or vascular pain conditions of the upper extremities.

Services and/or products, and the respective providers thereof, such as the foregoing will be incorporated into the business approach of Prime Wellness for the benefit of its patients, all subject to the following:

- (a) full compliance with the laws, rules, regulations of the State of Connecticut;
- (b) the various codes of ethics relating or applicable to such providers, including without limitation provisions governing conflict-of-interest matters;
- (c) declaratory rulings and best practices under all applicable governmental bodies and agencies; and
- (d) in consultation with or under the supervision of two nationally and internationally renowned medical practitioners in the area of pain medicine and hospice and palliative medicine overseeing research and publication in peer reviewed journals with respect to medical cannabis: Gilbert J. Fanciullo, MD, MS, and Corey A. Burchman, MD of Prime Wellness' Medical Advisory Committee .

As a condition to becoming a professional healthcare or other wellness service provider associated with the Prime Wellness facility, such provider must commit to participating in a monthly “Wellness Day” to render pro-bono care and services to certain, qualifying patients of Prime Wellness. Such Wellness Days will be posted on the calendar.

F. Referrals.

Prime Wellness will make all member patients aware of the holistic medical and wellness services available by outside nutritionists, acupuncturists and other healthcare professionals, and free or discounted consultations and services that may be available through various professionals and/or events.

G. Prime Wellness' Reference Library, Web-Based Video and Interactive Website.

i. Reference Library.

Prime Wellness will maintain a reference library in a very relaxing setting at its dispensary facility. Prime Wellness is committed to keeping its patients and staff informed and educated by providing an extensive reference library that includes current research on medical marijuana, legal aspects, booklets on specific conditions treated by cannabis, and reference materials on integrative medicine, including without limitation that which is described in (iii) below.



ii. Web-Based Video Educational Modules Produced by Prime Wellness and Offered Free of Charge to Patients.

A series of brief (20 minute) educational modules addressing items listed in section D above that will be accessible via You-tube or similar medium

iii. Interactive Website and New Media Interaction.

Prime Wellness will also maintain a current and interactive website so as to keep interested parties informed and educated through access to an extensive reference library that includes current research on medical marijuana, legal aspects, booklets on specific conditions treated by cannabis, and reference materials on integrative medicine. The website will include specific sections for patients and caregivers and an extensive “Frequently Asked Questions” module about the products and the company as well as a blog section from Prime Wellness experts with respect to news, current events, upcoming events, recent studies, etc. Social media will also be in place and managed regularly to allow for instant communication. These very effective tools will keep patients informed of ongoing seminars and updates, and they will be monitored for content on a regular basis. The web site shall feature the items referenced in Prime Wellness’ proposed marketing plan in Section D of the application, and shall provide such “library reference materials” similar and in addition to the following:

Internet Resources on Medical Marijuana:

- |  |  |
|--|--|
| <a href="http://norml.org">http://norml.org</a> :                            | National Organization for the Reform of Medical Marijuana Laws |
| <a href="http://www.safeaccessnow.org">www.safeaccessnow.org</a> :           | Americans For Safe Access                                      |
| <a href="http://www.maps.org/mmj">www.maps.org/mmj</a> :                     | <i>Multidisciplinary Association for Psychedelic Studies</i>   |
| <a href="http://www.drugwarfacts.org">www.drugwarfacts.org</a> :             | Drug War Facts (Common Sense for Drug Policy)                  |
| <a href="http://www.drugpolicyalliance.org">www.drugpolicyalliance.org</a> : | Drug Policy Alliance   |
| <a href="http://www.mpp.org">www.mpp.org</a> :                               | Marijuana Policy Project                                       |
| <a href="http://www.cannabis-med.org">www.cannabis-med.org</a> :             | International Association for Cannabinoid Medicines            |

Reference Books and Articles:

ASA Booklets on Specific Conditions - Booklets on cannabis use to treat HIV/AIDS.

Multiple Sclerosis, Arthritis, Gastro-Intestinal Disorders, Movement Disorders, Cancer, Chronic Pain, and issues associated with Aging.

Center for Medical Cannabis Research (CMCR) Report (2010)

O'Shaughnessy's Journal of Cannabis in Clinical Practice

The CannaBible (Jason King)

Cannabinomics (Christopher Glenn Fichtner MD)

Drug War Facts 6th Edition (Editor Douglas A. McVay)

The Emperor Wears no Clothes (Jack Herrer)

It's Just a Plant, a Children's Story of Marijuana (Ricardo Cortés)

Marihuana - The Forbidden Medicine (L. Grinspoon, M.D.; J. Bakalar)

Edibles and Potables Whitepaper (J. LaForce, R.Ph., CGP)

Cannabis Yields and Dosage (Chris Conrad)

Marijuana and the Cannabinoids (Mahmoud A. ElSohly, Phd)

Integrative Oncology (Dr. Donald Abrams and Dr. Andrew Weil)

Chinese Herbal Medicine Formulas & Strategies (D. Bensky; R. Barolet)

The Illustrated Encyclopedia of Healing Remedies (C. Norman Shealy)

Pharmacist's Guide to Medicinal Herbs (Dr. Arthur M. Presser)

H. Summary of Overall Goal.

Prime Wellness' overall goal is to provide an integrative approach to wellness whereby once our medical marijuana specialists have consulted with and assisted the patient in choosing the best suited-suited form and type of cannabis in an educated and responsible manner, then such specialists can help the patient become aware of other health/wellness services, products and/or educational opportunities that they may benefit from in the pursuit of overall "wellness".

**QUESTION C.3.** *Provide a detailed description of the process that a dispensary facility will take to ensure that access to the dispensary facility premises will be limited only to employees, qualifying patients and primary caregivers.*

**RESPONSE C.3.**

Prime Wellness is sensitive to the safety and security risks associated with a dispensary facility, and its surrounding neighbors. Prime Wellness realizes that uncompromised safety and security will be significant keys to the short and long-term viability of any dispensary facility. As such, Prime Wellness chose the Gold Star Highway location for a dispensary (the “Dispensary Center” or “Dispensary Facility”) for several reasons. A good natural feature for this site is that it is open enough to allow good surveillance to the outside. A neighboring business is an Auto Dealership which has enhanced the lighting for the entire area. A crime cap index report was conducted and shows that this site has a (low) crime rate. Based on the intended operations, a low crime is a desirable level in consideration in developing the security program within the dispensary facility. Based on the strong relationship already developed with the Groton Police Department, a proactive security plan will reduce risk. The Safety and Security Plan delivered with this application provides an extensive analysis of the location.

**A. SECURITY SYSTEMS – TO HELP DETER AND PREVENT UNAUTHORIZED ENTRANCE AND ACCESS.**

Prime Wellness is committed to maintaining a safe and secure site for its Dispensary Facility. The measures described below, in addition to the physical characteristics of the Dispensary Facility described above, were carefully selected in order to deter and prevent to the highest degree the unauthorized entrance into the Dispensary Facility and into those areas containing marijuana. (see Exhibit I attached)

The Dispensary Facility will have advanced alarm and security systems that will represent redundant fail safe alarm systems. As such, all systems will be monitored by two different Underwriters Laboratories (UL) approved alarm companies.

At the Dispensary Facility, the alarm systems, CCTV systems and access control systems will have a backup battery in a secure section of the building. A more detailed description of the alarm systems, CCTV systems and access control systems is set forth below:

(i) Perimeter Alarm Systems.

All doors will be contacted with perimeter alarm switches and systems. Motion detection systems will cover all interior areas with dual technology infrared and microwave. All safes will be protected with seismic vault detection systems.

(ii) CCTV Systems.

All restricted areas, along with any waiting rooms and entrances and exits, will have CCTV camera coverage. The entire parking lot will also be covered by cameras. The cameras will be monitored by an security officer in a restricted area within the Dispensary Facility. All camera footage will be digitally recorded.

(iii) Access Control Systems.

All entrances to the Dispensary Facility and restricted areas within will be equipped with biometric door locking systems, such that each employee will have to (i) place a finger (allowing the system to identify him or her) onto a door lock, and (ii) enter a four digit code unique to such employee, in order for such employee to have access to the Dispensary Facility and to any room housing any marijuana related products. A digital record will be made and retained for a minimum of 30 days.

The Dispensary Facility itself, and even the areas within housing medical marijuana, will be restricted to authorized personnel only through the use of the biometric lock entry systems, physical checks by security officers and CCTV monitoring described above. Authorized employees in the Dispensary Facility will be required to wear specified work uniforms.

**B. SECURITY OFFICERS – TO HELP DETER AND PREVENT UNAUTHORIZED ENTRANCE AND ACCESS.**

As part of the Security Plan of Prime Wellness, the following security officer positions and duties will be provided as part of an overall plan to help deter and prevent unauthorized entrance not only to the Dispensary Facility but also into those specific areas therein containing marijuana:

(i) Post One (8:00am - 7:00pm, all days of operation, as may be modified).

This security officer will be the CCTV operator and dispensary area security officer. He/she will maintain and observe all CCTV and access control in areas within the secured area within the Dispensary Facility. He/she will report any breach of security to the local Police and the Connecticut State Police using a direct phone line to the respective police dispatchers. He/she will also monitor the entry and exit of all employees, and all properly registered patients and caregivers. All employees will be searched when exiting the secured area for diverted product daily. Security will report any attempts to remove product and convert for private use to the local Police, the Connecticut State Police and the Connecticut Department of Consumer Protection (the “Department”) immediately and then contact management of Prime Wellness.

- (ii) Post Two (8:00am - 7:00pm, all days of operation, as may be modified).

This security officer is to patrol hallways and waiting areas within the facility and the exterior parking lot. He/she will observe and report any suspicious or unlawful activity that takes place within or around the property lines of the Dispensary Facility. As deliveries arrive from the production facility (the “Cultivation Facility”), this security officer will create a safe perimeter so the product can be delivered without incident. This security officer is to provide a safe and secure atmosphere providing maximum customer service to patients, staff and visitors.

**C. POLICIES AIMED AT DIRECTORS, OFFICERS AND OTHERS – TO HELP DETER AND PREVENT UNAUTHORIZED ENTRANCE.**

Prime Wellness’ board members, principal officers and other management or consultants, who are not authorized employees, shall not have access to the Dispensary Facility or the restricted areas therein that house marijuana unless directly accompanied at all times by security officers. Prime Wellness will limit the number of employees, directors, officer and agents who have access to the Dispensary Facility and such restricted areas therein which house marijuana.

**D. OTHER SECURITY OFFICER DUTIES - TO HELP DETER AND PREVENT UNAUTHORIZED ENTRANCE.**

In addition to the duties outlined above for the Prime Wellness security officers, each such officer shall also be charged with the following:

- (i) making an initial tour of all posts and ensure that all posts are appropriately manned;
- (ii) remaining at any unmanned posts and notify the supervisor;
- (iii) touring all the entrances to the facility and making sure that each entrance is secure and that access control equipment is working properly;
- (iv) escorting lawfully permitted visitors/contractors as requested;
- (v) providing employee escorts when requested; making tours of the interior of the building, looking for any safety hazards, security violations, propped doors, etc.; and reporting anything out of the ordinary; and
- (vi) as part of a system of identification checks, ensuring that any person entering or loitering near a security site who is not an employee, or lawfully permitted guest or visitor, should be instructed to leave the premises at once (and if such person refuses to so leave, then the police

should be notified at once, and under no circumstances shall the intruder be allowed to roam the building unattended).

**E. SPECIAL ACCESS CONTROL PROCEDURES - TO HELP DETER AND PREVENT UNAUTHORIZED ENTRANCE.**

The purpose of this procedure is to control the access and egress of employees, and lawfully permitted visitors and contractors, to the Dispensary Facility during normal operational hours (all of which is geared towards helping to deter and prevent unauthorized entrance and access with respect to the facility).

**1. Employees – General.**

In addition to all entrances to the Dispensary Facility and restricted areas being equipped with biometric door locking systems, Prime Wellness will also ensure that during all hours employees must also present a valid ID card in order to gain access to the Dispensary Facility (whether through swiping or presenting, as appropriate). Any employee found using the card of another employee or allowing someone else to use his or her card should be reported to the Director of Security. Under no circumstances should any employee be permitted to enter the facility without a proper ID card without contacting Prime Wellness' Director of Security or Director of Operations.

**2. Employees Without Proper ID.**

Any employee who arrives for work without their ID card should be asked to sign-in on the Employee Register, and required information should include at a minimum the employee's name, department/role, time-in and time-out (once the employee departs the facility).

Employees wishing to enter the facility without an ID must complete the Employee Request for Temporary Access form. The security officer assigned to the Lobby/Receptionist Post will then verify that the employee is a valid employee. The security officer will then contact the Pharmacist/Dispensary Manager and request that an escort be provided for the employee. The Pharmacist/Dispensary Manager will greet the employee at the console.

The site supervisor will review the Temporary Access forms and verify all employee matters/information associated therewith on a daily basis. Once corrected, the forms should be forwarded to the Director of Security.

**3. Lost or Stolen ID Badges.**

If an employee reports a lost or stolen ID badge, the attendant security officer shall write their name down in his/her daily journal and report it to the Director of Security. The Director of Security shall turn the employee's name into the Pharmacist/Dispensary Manager.

**4. Terminated Employee Badges or ID's.**

Managers or officers shall forward terminated employee badges or IDs to the console security officer. The security officer is to accept the badge or id and place a note on it of when it was turned in, and shall forward the badge or id to the Director of Security for delivery of same to the Human Resources Manager for deactivation.

**5. Visitors.**

All lawfully permitted visitors entering the facility are required to sign the visitors register. When signing the register any such visitor is to note name, company, time of arrival and person visiting.

The security officer must contact the host employee to announce the arrival of the lawfully permitted visitor(s), and the host employee will then be responsible for escorting such visitor(s) from the lobby to their destination.

The security officer will check for visitor information in the Guest Pass system. If not already registered as a lawfully permitted guest, the security officer will input the visitor information. A visitor card will be assigned to such guest to the extent such is permissible under applicable and governing laws, rules and regulations (in addition to applicable and governing policies and procedures of Prime Wellness).

Under no circumstances should anyone be allowed to enter the facility without proper authorization and without evidence that such is lawfully permitted under applicable and governing laws, rules and regulations (in addition to applicable and governing policies and procedures of Prime Wellness).

**6. Personal Visitors.**

Due to the sensitive nature of business conducted within the facility, visitors of a personal nature may not be permitted inside the Dispensary Facility.

**7. Contractors.**

All lawfully permitted contractors entering the facility are required to sign the contractors register. When signing the register, the contractor is to note name, time of arrival and the location where he/she will be working or providing service(s), and shall be at all times accompanied by a supervising and authorized employee of Prime Wellness.

Under no circumstances should any contractor be allowed to enter the facility after normal business hours without written authorization from the Pharmacist/Dispensary Manager and without being accompanied and supervised at all times by an appropriate and authorized employee.

Notwithstanding any of the foregoing, all visiting contractors must be lawfully permitted to enter the facility under applicable and governing laws, rules and regulations (in addition to applicable and governing policies and procedures of Prime Wellness).

## **8. Deliveries.**

The following procedures shall be followed regarding deliveries to the Dispensary Facility:

- a. Package, supply and bulk deliveries should always be directed to the loading dock located in the rear of the building.
- b. Personal deliveries will be held at the lobby desk.
- c. The security officer will obtain the appropriate employee's name and department from the delivery person.
- d. The security officer will contact the appropriate employee, and inform him/her that there is a delivery in the lobby.
- e. The employee will come to the lobby and accept, sign or pay for the delivery.
- f. Security officers are not permitted to sign for, hold and/or accept deliveries for an employee.
- g. Certain common deliveries such as bulk water, vending machine supplies, café' deliveries may be provided special access. They will be allowed to proceed after appropriate identification is provided. Notwithstanding any of the foregoing, no deliveries shall be conducted unless delivery and related entry to and/or in the facility is determined to be lawfully permitted under applicable and governing laws, rules and regulations (in addition to applicable and governing policies and procedures of Prime Wellness).



**QUESTION C.4.** *Provide 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.*

**RESPONSE C.4.**

Feelings of comfort, compassion and convenience do not thrive in environments that are neither supportive nor welcoming. Most people logically tend to stay away from places where they are not welcomed. Prime Wellness is particularly sensitive to this matter in connection with qualifying patients and primary caregivers (collectively, “patient” or “patients”). Due to the novel, debated and sensitive nature of recent medical marijuana developments in Connecticut and throughout New England in general, Prime Wellness conducted significant due diligence in assessing location desirability in terms of providing a supportive and welcoming environment above and beyond what is required by the Americans with Disabilities Act (“ADA”) Accessibility Guidelines;

**Supportive and Welcoming Environment.**

With respect to its chosen dispensary facility location, Prime Wellness found a building and a landlord that was fully supportive of the project and how synergy could be created towards the common goal of improving the quality of life for patients in a compassionate and professional atmosphere. In addition, Prime Wellness found a location where its business model would not be pre-judged by the local political establishment and would be sentenced to a life of always fighting an uphill political and public relations battle. As such, our site exists in a supportive and welcoming environment, enhancing the level of convenience and comfort for qualifying patients and in particular those inflicted with disabilities.

The Prime Wellness dispensary facility site was carefully chosen to maximize convenience for qualifying patients from throughout Connecticut in terms of location, ease of travel, availability of parking, external building environment and amenities, internal building environment and amenities, availability of ancillary services, supportive and welcoming environment, and comfortable accommodations for educational activities.

The site features a parking lot that includes (or will include) handicapped accessible spaces, and such will be upgraded to meet and/or exceed all the ADA accessibility requirements.

Through the ample resources of Prime Wellness, and the openness of the landlord, Prime Wellness will ensure the provision of the following amenities:

- Ample lighting, coupled with architectural lighting at entrances, which will serve in making the patient feel more safe, at ease and comfortable in terms of parking, entering and exiting the building, and leaving the premises; and

- Handicap accessible ramps, curbs and entrances around the site and at building entry points to make the site very convenient and safe for disabled patients.

Our exterior amenities will be maintained on a regular basis, and will be kept in such a manner, so that accessible parking spaces and building access will always be a priority, including without limitation the removal of obstacles in a timely manner, the removal of snow and ice in a timely manner, the enforcement of proper use of handicap parking spaces, and ensuring that entrances are always easily accessible..

Prime Wellness will also seek to install customizable street signage with larger font to allow our patients who are vision impaired to be better able to site/locate our dispensary facility in an easier and a safer manner.

#### Comfortable Accommodations for Experiences and Activities.

The dispensary facility will feature useable space for patient and caregiver comfort and enjoyment. The spaciousness of the center is intended for patient convenience, including without limitation the ability to be able to spend time at the dispensary facility reading educational literature from Prime Wellness' library, taking a class, and/or participating in a study.

Prime Wellness did not want its dispensary facility to have such limited space and amenities leaving a patient with no option but to receive medicine and quickly depart. As such, the Prime Wellness dispensary location will conveniently allow patients to participate in workshops at the center itself, particularly activities accessible and tailored to our patients with disabilities.

Prime Wellness intends to coordinate the availability of individual amplified hearing assistance devices at the dispensary facility so as to make the patient experience even more enjoyable. We also believe that our patients will appreciate having access to free services, particularly Wi-Fi support of patients' personal mobile devices.

#### Other Notable Features.

Other notable features the Prime Wellness will seek to characterize the dispensary facility site with so as to appeal to and benefit our disabled patients (and other patients) are as follows:

- Zoned climate control system for occupant comfort.
- Class A interior finishes, which create an aesthetically pleasing, comfortable and convenient space for patient use.
- Glass display to allow better accessibility.

- Handicapped accessible, convenient and private bathrooms.
- Drinking fountains and complementary beverages on hand.
- Direct and indirect lighting that creates a softer and more comfortable interior environment.
- Graphic printing and signs with large font or Braille font.
- Entry overhangs and vestibules for dry and secure waiting.
- Ample and indigenous landscape features and plantings creating an aesthetically pleasing and relaxed environment.
- Tablet based, web enabled device for product inquiries and ordering.
- Large font print graphics and product information for visual assistance.
- Concierge or escort service assistance for disabled patients arriving at the facility.
- Handicap door installation at each primary entrance.

Prime Wellness will also adapt its space to welcome service animals, and will have fresh water for service dogs.

Finally, Prime Wellness will make its best effort to seek to employ staff that has knowledge in ASL (American Sign Language), enhancing the experience of patients with hearing disabilities while at our dispensary facility.

If employees are interested in such training, Prime Wellness will coordinate, support and otherwise assist in such employees training.

**QUESTION C.5.** *Provide a detailed description of any air treatment or other system that will be installed and used to reduce off-site odors.*

**RESPONSE C.5.**

Based on knowledge and experience, Prime Wellness will establish and implement a system within the facility to reduce off-site odors through keeping rooms containing marijuana and marijuana products under negative pressure so as to allow for a controlled inward flow of air and adequate turnover. The required metric is a “turnover” of all of the air in the rooms once every ten minutes in order to both (i) mitigate odors and (ii) to ensure that any CO<sub>2</sub> that could possibly result from marijuana is purged from the workplace. Liquid carbon dioxide is used as the extracting solvent. The air handling system to be used to mitigate odor is comprised of 4 steps.

First, rooms containing marijuana and marijuana products shall be maintained at a negative pressure as in-line fans will be situated to pull air out of such rooms. As such air is being pulled out, “make-up” air from the outside will be filtered through an appropriate High Efficiency Particulate Absorption filter and heated or cooled as necessary to maintain a comfortable working environment at 68F.

Second, air that is “pulled out of the room” shall be forced through an appropriate number of charcoal filters that function to absorb the malodorous substances.

Third, air that has been passed through the activated charcoals will then be passed through a plenum space containing an ozonator. An ozone generating machine will serve to degrade the malodorous terpene chemicals that are very prevalent within the cannabis.

Finally, air that has been filtered through activated charcoal and ozonated shall be discharged to the outside environment.

The specific number of in-line fans and the number of activated charcoals filters will be specific to room size (meaning the actual cubic feet of the room), and the most important aspect is to have the interior space under negative pressure and the air that is discharged pass through activated charcoal and then preferably also ozonated before discharge to the outside environment.

**QUESTION C.6.** *Provide 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.*

**RESPONSE C.6.**

Prime Wellness is particularly sensitive to all of the issues surrounding the transportation of marijuana and marijuana products, and the fact that this is an issue that Prime Wellness will always need to continue vetting and coordinating with local law enforcement and the State Police. Prime Wellness is also sensitive to the fact that, due to the economy and budget cuts, law enforcement manpower and resources have been depleted at a time when the safety and security demands of this evolving issue have escalated and become a paramount concern. In light of the violence that has occurred within the medical marijuana industry across the country, Prime Wellness is well aware of the real potential for marijuana dispensary and production facilities, and modes of transportation relating thereto, existing as targets for robbery and other crimes.

As such, Prime Wellness has taken extreme care with respect to developing its Safety and Security Plan and in establishing the protocols described herein relating to the transportation of marijuana and marijuana products. Prime Wellness has adopted the highest standards and best practices being implemented in Maine and being suggested by our security team and law enforcement officials familiar with this industry. As a dispensary facility, Prime Wellness will coordinate deliveries with production facilities in accordance with the expectations and protocols described herein.

Prime Wellness will request and expect that all marijuana will be transported from the production facility to it as a dispensary facility via low profile unmarked (to origin) SUVs that are specially equipped with (i) a safe that is not visible from the outside and that is bolted to the interior floor of the vehicle, and (ii) restricted access procedures in place. Prime Wellness will provide best practices advice to production facilities as follows:

- As deliveries are made from the loading dock of the production facility, a security officer at such site should verify the delivery person's identity, should search the vehicle exiting the facility, should remain with the driver the entire time while on site, and should verify and record the amount of inventoried marijuana present and being delivered in the vehicle as part of an overall plan to prevent diversion and track inventory during transport.
- All transportation of marijuana should be conducted with the most secure and precise operational planning.
- All times and routes should be planned prior to any movement, and all routes will be surveyed within one hour of the move.

- All routes and departure times should be changed, and transport should not follow any set route.
- The transportation vehicle should be manned by two armed security officers, and at least one should remain with the vehicle at all times when it contains product.

Prime Wellness as a dispensary will coordinate transportation and delivery plans with the security personnel or management of such production facility so as to enhance and maximize safety and security, and guard against diversion and inventory breaches. As such and relating to a production facility transporting marijuana and marijuana products to Prime Wellness as a dispensary facility, Prime Wellness ensure that a security officer at its dispensary facility immediately prior to delivery will verify that the following has occurred:

- such dispensary facility security officer shall patrol hallways and waiting areas within the dispensing site and the exterior parking lot;
- such dispensary facility security officer shall observe and report any suspicious or unlawful activity that takes place within or around the property lines of the dispensary facility;
- such dispensary facility security officer, as deliveries arrive from the production facility, will create a safe perimeter so that the marijuana and marijuana products can be delivered without incident;
- such dispensary facility security officer together with one of the production facility security officers, as deliveries arrive at the dispensary facility, will verify the delivery person's and the receiving person's identity, will search the transporting vehicle entering the dispensary facility, will remain with the driver the entire time while on site, and will verify and record the amount of inventoried marijuana and marijuana products delivered from the vehicle as part of an overall plan to prevent diversion and track inventory during transport.

The inventory records or recordings described above shall include, as a minimum, the date and time of the inventory, a summary of the inventory findings and the name, signature and title of the individual security officer who conducted the inventory. The Director of Security shall confirm at the end of the day that there was no discrepancy in, or adverse event with respect to, any of such inventory. Upon discovery of a discrepancy in any such inventory or other adverse event, the Director of Security shall immediately notify the Connecticut Department of Consumer Protection (the "Department"), the local municipal police department and the Connecticut State Police by telephone of the discrepancies or adverse event(s) identified with respect to marijuana inventories so as to be in compliance with all Connecticut laws and regulations.

Prime Wellness as a dispensary would expect the production facility vehicles to be equipped with the following equipment:

- Commercial Grade Global Positioning System, which will provide law enforcement the ability to track the vehicle;
- VHF and Digital Radio Communications;
- Run Flat Tire, which will allow the vehicle, when loaded, to have the ability to return to a secure location in the case of a flat tire; and
- not in limitation of the foregoing, two way communication between the security base at the production facility as well as backup communication with company issued cellular phones.

With respect to the overall Safety and Security Plan relating to the transportation of marijuana and marijuana products, such will include an involvement and coordination plan with local law enforcement. As such, Prime Wellness' Director of Security will regularly meet with the specified designee of the local municipal police department to formalize and update a plan of interaction and coordination with such department in connection with the dispensary facility project and marijuana transportation. In addition to the above steps and procedures, the following will be determined and agreed to:

- (a) all routes and departure times relating to marijuana transportation would be delivered in advance to a command staff member designated by the local municipal police department; and
- (b) all alarm companies will be coordinated and registered with the local municipal police department.

As part of Prime Wellness's overall Safety and Security Plan, Prime Wellness will ensure that its security officers receive ongoing and continuous training and education in surveillance and anti-surveillance techniques so as to avoid or minimize the potential of Prime Wellness being a target in connection with any phase of marijuana or marijuana product transportation. Prime Wellness will also maintain a security system at each site under its control, and will provide for safeguards against theft or diversion that is facilitated or hidden by tampering with computers or electronic records, including without limitation the presence of alarm motion sensors to monitor the privacy and security of electronic data relating to inventory and patient records.

Please see below images of sample transportation vehicles described above.





**QUESTION C.7.** *Provide a detailed description of the training and continuing education opportunities that will provide to dispensary facility employees.*

**RESPONSE C.7.**

Prime Wellness understands that a critical factor in the success of its dispensary facility is the dedication, knowledge and compassionate care of its dispensary employees working together with a common purpose. Many organizational theorists have postulated on what is the surest way to achieve this ideal group productivity and shared mission. If the phrase “teamwork” has become somewhat of a cliché, it is only because everyone considers it such an important, if sometimes elusive, goal.

**Training Modules.**

Prime Wellness has utilized the exemplary and broad experience of its officers and executive managers to develop a training program designed to develop and test for the unique skills and knowledge desired by Prime Wellness in its dispensary agents. Under the direct supervision of Prime Wellness’ Chief Executive Officer, but with input from all of Prime Wellness’ tested professionals including its Officer Manager (a/k/a Dispensary Manager), we have devised a series of Training Modules designed to focus and enhance both the general and specific knowledge of our team. Prime Wellness’ Training Modules are as follows:

- **Training Module One:** Laws and Regulations Governing Medical Marijuana (for all dispensary employees);
- **Training Module Two:** Confidentiality; Patient Privacy; HIPAA; and Electronic Recordkeeping (for all dispensary employees);
- **Training Module Three:** Protocols for Reception/Registration Specialists (for Prime Wellness’s Reception/Registration Specialists and executive management team);
- **Training Module Four:** Protocols for the “dispensary counter and sales” venue of the Compassion Center (for Dispensary Technicians and executive management team);
- **Training Module Five:** Security Considerations and Protocols (for Security Officers and executive management); and
- **Training Module Six:** Safety, Security and Disaster Preparedness (for all dispensary employees).

These Training Modules cover every aspect and detail of the performance, analysis and cooperative efforts required by Prime Wellness of its dispensary employees. They are mandatory. Written testing is conducted, at orientation and at one-year

anniversaries, to confirm that Prime Wellness' procedures are well understood and consistently implemented. The probationary status of an employee will not be lifted prior to the successful completion of Prime Wellness' required training and testing program.

Not in limitation of the foregoing, each dispensary employee, at the time of his or her initial appointment, shall receive, as a minimum, training in the following:

- Professional conduct, ethics, and state and federal laws regarding patient confidentiality;
- Informational developments in the field of medical use of marijuana;
- The proper use of security measures and controls that have been adopted;
- Specific procedural instructions for responding to an emergency, including robbery or violent accident.

Prime Wellness firmly believes that its team members shall support one another, shall embrace and understand the need for the orientation and ongoing training process described herein, and shall receive the same orientation and training, and that a consistent, thorough orientation and training program is the best way to achieve Prime Wellness' goals and mission statement — including without limitation its goal of establishing the most exemplary dispensary facility with the highest operational standards in the United States.

### **Employee Handbook; Employee Benefits.**

Prime Wellness has developed a comprehensive Employee Handbook for use by its employees and managers. All employees are provided with a copy of the Employee Handbook at the time of hire for their personal use.

Any questions or comments regarding the policies set forth in the Employee Handbook shall first be addressed to the employee's supervisor. If the employee's supervisor is unable to answer the questions, or respond to the comments, of the employee, the employee should contact Prime Wellness' Human Resources Manager. Prime Wellness has an "open door" policy regarding any employment issues that are important to employees. Any employee may present questions and comments in writing, and will receive a written response.

Prime Wellness believes in open dialogue between employees and managers. Therefore, an employee need not fear, or feel disadvantaged as a result of, raising issues about potentially unclear policies, and/or making constructive comments and criticisms. Everyone at Prime Wellness benefits from open and consistent personnel policies. Nevertheless, Prime Wellness has made every effort to provide a comprehensive Employee Handbook, and encourages each dispensary agent to read it thoroughly.

### **Commitment to Employees; Advanced Training and Education.**

Prime Wellness' dispensary employees are selectively recruited, in large part, based upon their enthusiastic commitment to working in the challenging and rewarding setting of Prime Wellness' dispensary site. Prime Wellness recognizes its team members' intellect, spirit and compassion. They are what makes Prime Wellness special, and, most importantly, they are what contribute to the relief and comfort of patients through their experience at Prime Wellness' dispensary site.

Prime Wellness is committed to the advancement and intellectual enrichment of its team members. No Prime Wellness dispensary agent shall hesitate to discuss with his or her supervisor any educational or training opportunities of which the employee is aware, for his or her personal or professional development. Prime Wellness is developing an employee-tuition program to assist team members, and invites inquiries and suggestions as this program is developed and implemented.

**QUESTION C.8.** *Provide a detailed description of any processes or controls that will be implemented to prevent the diversion, theft or loss of marijuana.*

**RESPONSE C.8.**

Numerous policies and procedures exist for Prime Wellness given the nature of its industry and the multi-faceted character of its business operations. Since the prevention of diversion, theft and loss of marijuana is a most significant goal of Prime Wellness, many of such policies and procedures that have been adopted by Prime Wellness were done so in manner to help advance and achieve such goal. As a result, Prime Wellness' Safety and Security Plan, Transportation Plan and Inventory Control Plan (most of which have already been described in this application) were all drafted in a manner to assist in the implementation of processes and controls to prevent the diversion, theft or loss of marijuana.

Prime Wellness' inventory management program runs through all phases its operations, touches on numerous personnel and is part of the policies and procedures governing the foregoing operations and personnel. Such program covers product delivery/transportation, prevention of diversion, and storage of marijuana through personnel physical duties and through Prime Wellness' point of sale and inventory control tracking software.

**Inventory Control – Law and Security.**

Prime Wellness shall adhere to the following inventory control steps:

- (a) On a weekly basis, Prime Wellness' Director of Security and Pharmacist/Dispensary Manager will jointly verify that the facility does not possess an amount of marijuana that exceeds the total of allowable amounts of marijuana pursuant to Connecticut law.
- (b) On a weekly basis, Prime Wellness's Director of Security and Director of Operations will jointly review the Dispensary Facility card and biometric fingerprint access systems and CCTV systems footage to ensure compliance with proper access and inventory control security procedures.

**Inventory Control – Physical Steps.**

Not in limitation of the foregoing, Prime Wellness' Director of Security and Director of Operations shall adhere to the following inventory control steps and matters:

- (a) Conduct an initial comprehensive inventory of all medical marijuana at the Dispensary Facility on the date that Prime Wellness first dispenses medical marijuana;

- (b) Conduct a comprehensive inventory at intervals not to exceed six months from the date of the previous comprehensive inventory;
- (c) Conduct a monthly inventory review of stored, usable marijuana;
- (d) Within six hours of discovery of a discrepancy in any inventory or other adverse event, notify the Department, the local Police Department, and the State Police by telephone of the discrepancies identified during inventories conducted and reviewed;
- (e) Establish, through the Director of Security, a database with a hardcopy back-up of all service, testing and breaches of the alarm systems;
- (f) In the event of any failure of the security-alarm systems, due to loss of electrical support or mechanical malfunction that is expected to exceed an eight-hour period, the Director of Security shall maintain in an auditable form for a period of at least twenty-four months after the event for all inventories conducted and reviewed pursuant to the regulations as applicable. The record shall include, as a minimum, the date of the inventory, a summary of the inventory findings and the name, signature and title of the individual who conducted the inventory.

**Inventory Control - Tracking.**

In conjunction with Prime Wellness’ Management/POS Software and internal inventory and security procedures, inventory of Prime Wellness’ marijuana at the Dispensary Facility can be tracked with a high degree of accuracy. Inventory checks and cross-checks are performed in accordance with the laws, rules and regulations of the State of Connecticut as applicable, and also with the procedures set forth in Prime Wellness’ Safety and Security Plan.

**Inventory Control - Storage of Usable Marijuana.**

All inventoried marijuana shall exist in fire/theft proof combination locked safes at the Dispensary Facility, and shall remain in the safe until required to be present at the display or sale counter.

**Inventory Control – Personnel Duties:**

Inventory Manager. As described in this application, the Inventory Manager duties at the Dispensary Facility include:

- weighing for accuracy and documenting transactions regarding medical marijuana products; and
- monitoring inventory data in Prime Wellness’ POS/Management system.

Security Officers. Prime Wellness will limit the number of employees and other persons who have access to the medical marijuana. The interior storage areas will be protected by concrete and/or steel reinforced walls with biometric door locks, and only authorized personnel will be allowed in this area.

Root Cause Analysis of Any Breach. After a breach of security, whether an unexplained burglar alarm or an unauthorized person in a restricted area, an employee under the supervision of the Director of Security shall conduct a complete inventory of usable marijuana and the Director of Security shall conduct an investigation as to the root cause of the event with recommendations for a way to rectify. The final report will be forwarded to the Pharmacist/Dispensary Manager and Director of Operations.

### **Inventory Control – Information Technology.**

The cornerstone of Prime Wellness's operation is its POS and Inventory Management Software, which is intended to be specifically developed and supported by NCR Counterpoint Enterprise or a comparable provider to supply the necessary database features, record-keeping attributes and critical reports required by an operation such as Prime Wellness.

Prime Wellness accounting system will be Microsoft Great Plains/Dynamics integrated through a proprietary code with NCR Counterpoint Point of Sale system. This system allows tracking of all items. Prime Wellness will use a bar code inventory feature to track the medical marijuana.

## **SECTION D.            PROPOSED MARKETING PLAN**

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

### **RESPONSE D.1.**

Prime Wellness' marketing plan is oriented towards stimulating a growing dialogue between the medical cannabis community and the conventional medical community, and in creating greater awareness, education and understanding among patients, caregivers and the local community with respect to (a) Prime Wellness as a company; (b) the medical marijuana program existing under Connecticut law; (c) advances in and the realities of medical marijuana use in the area of pain medicine, and (d) risks associated with improper knowledge and/or use of medical marijuana.

As such and in large part through its Medical Advisory Committee, Prime Wellness' approach of marketing through education and awareness outreach will be primarily based on items one (1) through (8) below. Prime Wellness' Medical Advisory Committee will be led by Corey A. Burchman, MD and Gilbert J. Fanciullo, MD, MS with respect to Prime Wellness' marketing plan.

In addition to the marketing plan materials referenced herein, please see Exhibit J attached hereto with respect to other marketing plan materials.

Gilbert J. Fanciullo, MD, MS is a Professor of Anesthesiology at Dartmouth Medical School, and Director of The Pain Management Center at Dartmouth Hitchcock Medical Center, Lebanon, New Hampshire. Dr. Fanciullo is board certified in Anesthesiology, Pain Medicine and Hospice and Palliative Medicine. He has published more than 50 articles and book chapters pertaining to his specialty. He has served as a Board Member for the most prestigious national pain organizations, and he has lectured nationally and internationally, and has written and spoken on medical marijuana on a national stage. His interests have included the use of opioids for noncancer chronic pain, spinal and peripheral nerve stimulation, and the use of medical cannabis to treat pain, mood, gastrointestinal, and other disorders.

Corey A. Burchman, MD is an Assistant Professor of Anesthesiology, Dartmouth Medical School. Dr. Burchman is an anesthesiologist who specializes in and practices Neuroanesthesiology and Pain Medicine at Dartmouth-Hitchcock Medical Center in Lebanon, NH. He is the Medical Director of the Post Anesthesia Care Unit, Pre-Admission Testing, and the Same-Day Surgical Unit. Dr. Burchman's institution affiliations are Dartmouth-Hitchcock Medical Center, Lebanon; Anesthesiology; and the Pain Management Center. He is board certified in Anesthesiology (1998) and Pain Medicine (2005).

**1. Responsible Product Offerings, Brand Identity and Related Information/Education.**

Prime Wellness will offer a wide range of medical marijuana products under a unique brand and identity represented by a unique name and logo. The logo will clearly stand out as a symbol of clinical expertise and quality of service versus recreational icons. It will represent the values of the company around compassion and wellness (and will feature warm colors), with no representation of “marijuana leaves”, and with no offending representations that could evoke a lifestyle consumer brand.

All medical cannabis products will be clearly identified in sealed packages with appropriate wording such as “For medical use only, not for redistribution, keep out of reach of children and pets, use caution while driving or operating machinery”. The line of products will differentiate itself from other similar “non-medical” products. For instance, the edible packaging line will not be reminiscent of regular food items so as to deter children or young adults from eating them. Prime Wellness will also sell a line of locking jars and boxes in order to keep medicine out of the reach of non-patients, with clear instructions and an educational summary.

**2. Formal Educational Sessions for Community Health Care Providers.**

State laws governing the use of medical marijuana are changing rapidly. New scientific evidence supporting the use of medical marijuana is emerging on a regular basis. Keeping pace with the rapid changes in evidence-based cannabinoid therapeutics presents a challenge to a vast number of clinicians who realize the value of this potent new addition to their therapeutic arsenal and want to be able to knowledgeably offer it to their patients.

We plan a set of educational modules, sponsored by Prime Wellness, targeting medical practitioners and caregivers devoted to compassionate care and the evidence based and skillful use of medical marijuana. It is intended to provide both core knowledge sophisticated paradigms surrounding the use of cannabinoids. It will include a thorough review of all the clinical and laboratory studies addressing medical marijuana, presented in an unbiased fashion, providing rational therapeutic approaches to cannabis therapy.

Broad curricular categories include:

- a. Basic science.
- b. Pharmacology.
- c. Therapeutic efficacy.



- d. A comprehensive review of common clinical conditions where medical marijuana has been shown to be useful, such as cancer, multiple sclerosis, Parkinson's disease, etc.
- e. Formulations.
- f. Patient safety and quality improvement.
- g. Compliance with applicable laws and regulations.
- h. Cannabusiness and Marijuana Politics.
- i. Medical Marijuana and Patient Rights.

We plan to present day-long conferences, for CME credit, with nominal or no charges, to providers in Connecticut. The material will be presented in several formats including lectures, interactive case-based discussions and clinical management simulation sessions where participants' clinical reasoning abilities will be assessed and strategies for incorporating, synthesizing and applying core critical care knowledge will be provided.

The faculty of Prime Wellness' Medical Advisory Committee, led by Corey A. Burchman, MD and Gilbert J. Fanciullo, MD, MS who are on the faculty of Geisel School of Medicine at Dartmouth and clinician/leaders at Dartmouth-Hitchcock Medical Center, will direct and lead didactic sessions, facilitate interactive discussion sessions, and direct clinical management practice sessions. As referenced above, Dr. Burchman is a respected and distinguished figure at Dartmouth directing the Section of Neuroanesthesia, and Dr. Fanciullo is a national figure in pain medicine, and has written and spoken on medical marijuana on a national stage. He, for example, presented a lecture as an invited Professor, at Yale University on April 23, 2013 entitled "Therapeutic Cannabis" to an audience of physicians, nurses, and other interested providers. Additional faculty, national leaders in laboratory and clinical medicine, will be recruited to participate. The primary aim of the courses will be to educate providers, using evidence based strategies, so that they may rationally incorporate medical marijuana into their therapeutic schemes. Secondary aims will be to provide a thorough understanding of science, risks, benefits, and decision making surrounding the use of medical marijuana.

### **3. Involvement of Physicians and Other Health Care Providers in Organizing Marijuana Education on Local and National Levels Via Existing Provider and Community Leadership Groups.**

We will organize and present material pertaining to medical marijuana at national meetings such as the American Pain Society, and at regional meetings such as the newly reforming New England Pain Society. Presentations can be done at national, regional and local professional society meetings of any specialty group including but not limited to gastroenterology, psychiatry, neurology, etc. Presentations will be organized through societies representing all major health care participants including nursing, physician

assistants, nurse practitioners, pharmacists, and community groups such as Hospice Organizations, American Legion, American Hospital Association, etc.

**4. Hosting and/or Sponsoring Public Local Events and/or Workshops.**

In addition to the foregoing, we will also market and educate by partnering with subject matter experts in the hosting and/or sponsoring (as appropriate) of local public events and/or workshops, including but not limited to:

- a. Cultivation classes.
- b. Cooking classes.
- c. Seminars featuring patients and their experiences.
- d. Seminars featuring legal experts in the continuously developing and changing medical marijuana industry.
- e. Scheduled talks by physicians, pharmacists, nurses and other medical practitioners and healthcare providers.

Seminars involving the common participation of patients, doctors and community though leaders will also be organized to allow cross education, experience sharing and give an opportunity to any participants to ask questions and receive answers, from patients to doctors, from caregivers to media and community leaders. In the form of a town hall format, these sessions will increase education and integration of patients, employees and their families.

**5. Material for Patients, Providers and Community.**

Written materials, as well as seminars and group sessions with subject matter experts, for patients, providers and the community will be provided on and address the following:

- a. Safe use and storage of medical marijuana.
- b. Medical indications for its use.
- c. State laws and rules addressing its use.
- d. Dosage information.
- e. Risks of use at work; while driving; if you plan to become pregnant; if you use other medication; with alcohol.

- f. Differences between and best uses of the many varieties of medicinal-grade marijuana Prime Wellness offers.
- g. Options for smoke free alternatives including tinctures, oils, edibles, and vaporizers.
- h. Alternative health practices that are useful for patients who suffer from chronic pain, inflammatory bowels disease, cancer, degenerative neurological diseases, etc.
- i. How to help qualifying low-income patients.
- j. Various production and/or cultivation methods.
- k. A list of knowledgeable providers who can help coordinate your treatment with medical marijuana with your medical problems or conditions.
- l. Use of medical marijuana in patients suffering from a chronic condition qualifying under Connecticut law as a “debilitating medical condition”.
- m. Use of medical marijuana in persons with an advanced serious illness that qualifies under Connecticut law as a “debilitating medical condition”.
- n. Use of medical marijuana at the end-of-life.
- o. Use of medical marijuana in patients who have a history of addictive disease.
- p. How to best use medical marijuana if I suffer from Multiple Sclerosis
- q. How to best use medical marijuana if I suffer from Parkinson’s disease.
- r. How to best use medical marijuana if I have cancer.
- s. Why young persons should not use marijuana.
- t. The risks of using marijuana for recreational purposes.
- u. Parents and how to explain to your children why you medicate.

**6. Web-Based Video Educational Modules Produced by Prime Wellness and Offered Free of Charge to Patients, Providers and the Community.**

A series of brief (20 minute) educational modules addressing items listed in Section 4 above that will be accessible via You-tube or similar medium.

**7. Local Media and Events.**

Prime Wellness will maintain strong relationships with the local media such as television and newspaper, acting as a thoughtful leader and expert on matters relating to medical marijuana subjects. Prime Wellness will also participate in local charitable and community events, such as cancer walks and police fundraising events, patient community centers, and appropriate fairs. Booths allowing for education and outreach will be set up, as well as organized sessions with keynote speakers, so as to continuing dialogue around the various medical marijuana topics.

**8. Interactive Website and New Media Interaction.**

Prime Wellness will also maintain a current and interactive website so as to keep interested parties informed and educated through access to an extensive reference library that includes current research on medical marijuana, legal aspects, booklets on specific conditions treated by cannabis, and reference materials on integrative medicine.

The website will include specific sections for patients, doctors, caregivers and an extensive “Frequently Asked Questions” module about the products and the company as well as a blog section from Prime Wellness experts with respect to news, current events, upcoming events, recent studies, etc. Social media such as Facebook and Twitter will also be in place and managed daily to allow for instant communication with patients, community members and other stakeholders. These very effective tools will keep people informed of ongoing seminars and updates, and they will be monitored for content on a regular basis. Part of building Prime Wellness community will be a monthly e-newsletter to registered patients that wish to receive it and any other interested parties. Digital virtual events will be planned using new media web technology allowing live Q&A forums.

The web site shall feature the items referenced in Sections 5 and 6 above, and shall provide other “library reference materials” similar and in addition to those examples set forth below:

**Internet Resources on Medical Marijuana:**

<a href="http://norml.org">http://norml.org</a> :	National Organization for the Reform of Medical Marijuana Laws
<a href="http://www.safeaccessnow.org">www.safeaccessnow.org</a> :	Americans For Safe Access
<a href="http://www.maps.org/mmj">www.maps.org/mmj</a> :	Multidisciplinary Association for Psychedelic Studies
<a href="http://www.drugwarfacts.org">www.drugwarfacts.org</a> :	Drug War Facts (Common Sense for Drug Policy)
<a href="http://www.drugpolicyalliance.org">www.drugpolicyalliance.org</a> :	Drug Policy Alliance

<a href="http://www.mpp.org">www.mpp.org</a> :	Marijuana Policy Project
<a href="http://www.cannabinoidsociety.org">www.cannabinoidsociety.org</a> :	International Cannabinoid Research Society
<a href="http://www.cannabis-med.org">www.cannabis-med.org</a> :	International Association for Cannabinoid Medicines

**Reference Books and Articles:**

- ASA Booklets on Specific Conditions - Booklets on cannabis use to treat HIV/AIDS, Multiple Sclerosis, Arthritis, Gastro-Intestinal Disorders, Movement Disorders, Cancer, Chronic Pain, and issues associated with Aging.
- Center for Medical Cannabis Research (CMCR) Report (2010)
- O'Shaughnessy's Journal of Cannabis in Clinical Practice
- The CannaBible (Jason King)
- Cannabinomics (Christopher Glenn Fichtner MD)
- Drug War Facts 6th Edition (Editor Douglas A. McVay)
- The Emperor Wears no Clothes (Jack Herrer)
- It's Just a Plant, a Children's Story of Marijuana (Ricardo Cortés)
- Marihuana - The Forbidden Medicine (Lester Grinspoon, M.D.; James B. Bakalar)
- Edibles and Potables Whitepaper (J. LaForce, R.Ph., CGP)
- Cannabis Yields and Dosage (Chris Conrad)
- Marijuana and the Cannabinoids (Mahmoud A. ElSohly, Phd)
- Integrative Oncology (Dr. Donald Abrams and Dr. Andrew Weil)
- Chinese Herbal Medicine Formulas & Strategies (Dan Bensky & Ranall Barolet)
- The Illustrated Encyclopedia of Healing Remedies (C. Norman Shealy)
- Pharmacist's Guide to Medicinal Herbs (Dr. Arthur M. Presser)

## *Prime Wellness' Know Your Edibles*

Welcome to the Prime Wellness' guide to safety and effectiveness for the consumption of alternative dosage forms. Below are tips for safety and effectiveness in consuming edibles, with awareness to the strength and amounts that each individual should take to alleviate their symptoms. We offer five strengths of edibles, starting at one-half strength and increasing to a single dose, triple dose, five dose, and ten dose strength. If you are "cannabis-naïve" or a first-time edible patient, we suggest starting with a half-dose edible and observing the overall effect that the lightest strength has on both your body and mind. You can gradually increase the strength over time if necessary.

☸ All of our edibles are carefully enhanced with a consistent strength that will not vary. If you are not obtaining the desired effect, then you may be building a tolerance to the medicine – in such case, you can adjust the dose accordingly. Also, you may try giving your body a rest by taking a "medicine vacation" for a few days or taking the medication every other day for a week – which may increase the effectiveness of the medicine.

☸ When using Prime Wellness' products, please remember that it is very important to not cross medicate or use alcohol, as the effects may be strengthened and cause a THC overreaction such as extreme drowsiness, dizziness, or nausea. In addition, please do not operate machinery or drive while medicating with edibles which might cause drowsiness or slow reflexes. All of our products are safe; however, there should always be a safe place and a specific period of time reserved for the consumption of this medicine. If you over-medicate, please be reminded that Cannabis is not toxic or lethal. The symptoms will disappear in a few hours. Stay calm, hydrated, and eat food.

☸ Prime Wellness is pleased to bring you another way to medicate with our enhanced drinks. Each drink contains three servings per bottle, and is labeled on the neck with the amount of THC in the bottle as a standard. This number corresponds to the whole amount in the bottle and not with respect to each serving. Our drinks and edibles are quite strong as observed by testing through a Gas Chromatograph/ Mass Spectrometer (GCMS). If you are new to the use of medical cannabis, please note that one serving, or a third of the bottle, should be the starting point for medicating. We follow all regulations for safety in the bottling of these drinks, and the drinks are tested in a lab for safety and shelf life. It is recommended to take this medication with a protein/fatty food, such as raw nuts or nut butter, to increase absorption and decrease the risk of over-medicating.

☸ Medical cannabis is safe, and all active cannabinoids will be processed by your body without toxic or long-term effects. However, responsible use is important to you and the community in which you live. Remember, "Start Low and Go Slow". When consuming cannabis, it can take up to 1 to 1+1/2 hours to see effectiveness, which can last 8-12 hours depending on individual body chemistry. It is advisable to wait 1 hour before taking more.

**Please Keep Out Of Reach Of Children.** All enhanced products and medication should be kept in a safe, preferable locked location so that children cannot access them.

## *ASA's Guide to Using Marijuana*

### **Using Marijuana**

#### **Smoking**

Smoking marijuana produces the most immediate effects, and permits the most refined control of your dosage. Smoking any material is not good for the lungs, but the amount of marijuana you need to smoke is so small that you need not be overly concerned. It is better to smoke the flowers rather than the leaves as such will reduce the amount that you will need to smoke.

#### **Vaporizing**

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 and, as a result, can save the patient money in the long term.

#### **Eating**

Marijuana can also be eaten, as it can be baked in brownies or cookies, and sometimes made into a candy or the like. When consumed in this manner, you may find that it takes longer to feel the effects, and may take longer to learn how to control your dosage. However, when you do feel the effects, they may be stronger than those felt by smoking. You may also feel a certain heaviness in your body. This feeling will not hurt you. Schedule your time so that you can relax when you take the medication in this manner.

#### **Tea**

Like other herbs, marijuana may be made into a tea. One would boil the water first, and then 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.

#### **Tincture**

To prepare a tincture, use 5 parts fresh marijuana to 1 part vodka. If you are using dried marijuana, as is usually the case, use 10 parts marijuana to 1 part vodka. An easy way to do this, if you don't have measuring equipment, is to fill whatever container you are using (glass is preferable as you don't want to leech any residues from metal containers) to thirds full with marijuana, then fill the container with vodka and let stand for a week or

more. Afterward, strain the solution. If you use a larger portion of marijuana, the resulting tincture will be more potent.

### **Compress**

Follow the recipe as for tea. Make as much as you need to thoroughly soak the cloth you intend to use. Apply to pain, and leave on ½ hour.

### **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. Do not smoke this product. It has the potential for overdose. Use only under the supervision of a doctor.

### **Side Effects**

Marijuana is one of the safest medicines - it is impossible to consume enough to produce a toxic effect in the body. However, if you are unfamiliar with it, there are some effects which you should be aware of so that you can use it more effectively.

### **Uneasiness**

Marijuana usually has a soothing and comforting effect on the mind. Sometimes, however, people do experience feelings of anxiety. If this happens to you, there are several things you can do. Try to stay in environments where you feel naturally comfortable. If you feel anxious, sit or lay down, breathe deeply, and relax. If you have loved ones with you, hold each other for a while. If you have a pet, hold or stroke it. Eating will often quickly reduce the feeling of anxiety. Then, the next time you use it, try reducing your dosage. Because of our social training, you may have feelings of guilt. Know that you have a right to your medicine.

### **Hunger & Thirst**

Many patients use marijuana to stimulate appetite. If you are not using marijuana for this purpose, drink water or juice. If you wish to eat, then eat good nourishing food rather than sweets.

### **Redness in the Eyes**

This will not hurt you. If you must go out in public and are concerned about others' reaction to the redness, then wear sunglasses or use eye drops.



### **Drowsiness**

If marijuana makes you sleepy, then take a nap if you can and so desire. As with all medicines that can produce drowsiness, please do not drive or operate heavy machinery.

### **Sleeplessness**

If you find that you cannot sleep for a while after using marijuana, then try reducing your dosage and avoid using it for about two hours or so before you want to sleep.

### **Short-Term Memory Loss**

Sometimes people find it difficult to carry on a complicated conversation, keep track of details, or perform complex tasks. If this happens to you, then schedule your time so that you do not have to perform such exercises when using your medicine.

### **Giddiness**

Many people find that things which normally don't seem funny become quite amusing when they use marijuana. Most people enjoy this effect. If you must deal with situations where humor would be inappropriate in your judgment, then schedule your time so that you do not have to deal with such when you are taking your medicine.

## *Cannabis Indica and Cannabis Sativa -- What Are They?*

### History and Background.

Most of the Cannabis in the United States until the mid 70's came primarily from or via Mexico. There were also rare Sativa strains from Thailand and Columbia. Hashish/Hash was made from *Indica* strains in the Middle East and *Sativa* strains from South East Asia.

Around 1975, Indica seeds from the Cush Mountain region of Afghanistan came to California primarily. These Indicas grow above the 25<sup>th</sup> parallel at higher altitudes, while Sativa grows best inside the Tropic of Cancer/Capricorn at lower altitudes where summers are long and hot.

There are some Sativa "Land Race" strains that grow at around the 24<sup>th</sup> parallel in Mexico. These northern Sativa strains high in THC were combined with Indica strains from the Cush Region to create hybrid strains that could be grown in California. These hybrids were then bred with other Sativa strains from Columbia, Africa, and South East Asia to advance the THC content; all the while ignoring the high CBD (Cannabidiol) plants.

Most, if not all, of the strains of medical cannabis grown today in the United States are descendants from these first hybrids. They have been crossed and re-crossed to bring out certain medicinal traits needed by patients.

Lately and most excitingly, the medical growing community has been actively seeking high CBD plants. CBD is showing promise in many areas related to pain management and anti-inflammatory properties.

Indica plants from the Hindu Kush region are almost 50/50 THC/CBD. CBD is an antagonist to THC or moderates the psychotropic effect of THC. As such and by itself, Indica does not provide the THC "punch" of a sub-Tropic strain of Sativa.

Sativas tend to be high in THC and low in CBD. When growing out the first of the Indica/Sativa hybrid plants, early California growers selected for high THC content and bypassed the high CBD expressed plants. Some growers selected the high THC and moderate CBD plants because the structure of these hybrids usually shows the short and stocky stature of an Indica. These traits are desirable for indoor gardeners.

Cannabinoid amounts and profiles tend to vary even with a given strain. Methods of growing, cutting and curing, and the conditions under which they take place, combine to provide a rich and varied Cannabinoid profile. The phenol compounds and aromatic volatile oils also vary greatly. The Cannabinoid and Phenol compound profiles combine to give patients the therapeutic effects of cannabis.

With such a jumble of genetic material out there, one would think it impossible to recommend a particular strain. Fortunately with experience, your cannabis specialists can help you to pick the strains that do the best job for you.

### **Sativa.**

Sativa flowers smell of fruit (i.e. citrus, cherry, banana). Pine and candy-like flavors predominate the Sativa strains. Sativa is high in THC and low in CBD and other Cannabinoids, and tend to be more uplifting.

Sativas are mood elevators and, as such, are recommended for patients who need to medicate during the day so as to avoid the sleepy effects of an Indica. They are also being used to help with concentration and focus. Some patients, however, do not like the "up" or "tense" feeling of the Sativas.

Sativa or sativa-dominant varieties have been used to help with the symptoms associated with:

- Depression
- Attention Deficit Disorder (ADD)
- Appetite Loss

### **Indica.**

Indica flowers smell musky and sour. Dirt and urea smells are also reported. Heavy pine and resin tastes dominate the Indica smoke.

Pain management patients will tend to medicate more with Indica than Sativa. Indica strains are usually high in CBD and musky smelling phenol compounds that combine to help relieve pain and inflammation. Indica will have a sedative effect, making one sleepy and lethargic if used in larger amounts.

Indica or Indica-dominant varieties have been used to help with symptoms associated with:

- Chronic and acute pain
- Nausea
- Anxiety
- Multiple Sclerosis
- Parkinson's Disease
- Pre and Post Menopause

**SECTION E.**            **FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE**

**QUESTION E.**        *Please provide the following: financial soundness and funding sources of the applicant; and appropriateness of credentials, training, qualifications, experience and other matters relating to applicant, backers and key personnel.*

**I.        ADEQUATE FUNDING FROM A UNIFIED AND SUBSTANTIAL SOURCE.**

**A.        Secured Adequate Funding in Advance.**

The foundation upon which Prime Wellness will be able to grow from a fledgling start-up entity to an established, mature and successful business operation is initially Prime Wellness' existing source of funding. Prime Wellness is fortunate to be able to rely on the substantial and collective net worths (and business backgrounds) of its members in order to ensure that it will be and remain well capitalized and financially sound for development and growth.

Thomas J. Nicholas, John P. Glowik, Jr. and Kevin P. Murphy, the founding members and owners of Prime Wellness (collectively, the "Members"), agreed to pledge their net worths and personal financial assets in order to underwrite Prime Wellness' business plan and to ensure that the issue of financing would not be an obstacle to Prime Wellness in its efforts to pursue a license and commence the process of building, developing and otherwise growing as a company.

Prime Wellness was formed on August 27, 2013, and the equity and membership interests therein are as follows: Kevin P. Murphy (50%), Thomas J. Nicholas (25%) and John P. Glowik, Jr. (25%).

The Members understand that substantial funding will be necessary to build a first class dispensary facility featuring without limitation proper security; top professionals; necessary point of sale, inventory control and other systems; the ability to satisfy patient demand and expectations; the ability to operate in a first-class and legally-compliant manner; and the ability to remain viable as an ongoing business. .

The Members have created a business relationship with Morgan Stanley of Connecticut in connection with this application and project. They have deposited Two Million (\$2,000,000.00) Dollars with Morgan Stanley in a pledge account for the express purpose of establishing an escrow account as required by the State with respect to a separate application for a potential production facility license. They have further pledged their net worths to financially support the development of the proposed dispensary facility described herein (in addition to the referenced production facility) in the event that Prime Wellness receive a license. Please see the attached personal financial statements and Federal Tax Returns of the Members for your evaluation.

**B. Substantial Net Worth, and Business Backgrounds, of Members.**

Prime Wellness is fortunate to also be able to rely on the substantial and collective net worth and business backgrounds of the Members in order to ensure that it will remain in a well capitalized and financially sound position.

Kevin P. Murphy

Kevin Murphy is a Connecticut resident, and the Chief Financial Officer of Prime Wellness. Kevin has a very impressive and successful track record as an entrepreneur in the financial services and investment industry, and in starting and growing companies (please see Kevin's business background attached hereto as Exhibit L). Kevin provided financing to Northeast Patients Group of Maine d/b/a Wellness Connection of Maine in order to assist Wellness Connection of Maine (i) advance its social mission and vision, and (ii) successfully develop four (4) state-of-art medical marijuana dispensary facility operations and a cultivation facility. Such facilities have been operational for more than one year, and are recognized as standard bearer operations in the medical marijuana industry in a very strict regulatory environment.

Thomas J. Nicholas and John P. Glowik, Jr.

Thomas Nicholas and John P. Glowik, Jr. were owners and operators of outpatient dialysis facilities in Connecticut, Massachusetts, New Hampshire and New York during the 1990's and into the early 2000's (see John's resume attached hereto as Exhibit L, and Tom's resume attached hereto as Exhibit L). Tom and John were vetted by those States' respective health departments, in addition to the Federal Medicare ESRD Program as to character, competency and financial suitability to fund such projects. As applicants, Tom and John were never denied licensing.

Tom, a resident of South Windsor, CT, was the Chief Executive Officer for five (5) Connecticut dialysis facilities, and John was Chief Executive Officer of the Massachusetts dialysis facilities. Each of these dialysis businesses produced annual revenues of between \$2,000,000.00 and \$4,500,000.00, and oversaw 11,250 to 22,500 medical treatments performed by their licensed staff per facility per year. In 1997, Fresenius Medical Care acquired all of Tom's and John's operating dialysis facilities in CT, MA, NH, NY and NC, together with associated medical businesses, in a deal worth more than \$100,000,000.00. Tom and John received their pro rata share of proceeds, remain financially substantial and have pledged their net worths to finance and grow this venture.

## **II. APPROPRIATENESS OF APPLICANT, BACKERS AND KEY PERSONNEL.**

In addition to securing such funding and being in a sound financial situation, Prime Wellness has put together a management team second to none that also demonstrates appropriate credentials, training, qualifications, experience and competency with respect to: (i) their collective ability to carry out their designated roles for Prime Wellness; and (ii) having had successfully completed work on projects of a similar size and scope, in the same or comparable line of business, to those required by this application process for a dispensary facility license.

### **A. Diversely Experienced Board of Directors and Central Administration.**

Prime Wellness recognizes the challenges it will face to operate a dispensary facility. It recognizes the numerous stakeholders involved with the project, including without limitation, law enforcement, patients, neighbors, legislators, the Connecticut Department of Consumer Protection, advocacy groups, the medical community and general public. With that in mind, Prime Wellness has assembled a Board of Directors and central management team comprised of individuals who are capable of addressing the diverse challenges facing this new organization; who have experience with start-up enterprises and strict regulatory compliance; and who are committed to Prime Wellness' mission statement and vision. The diverse backgrounds, professions and experiences of these individuals will position Prime Wellness in the best manner possible to run a complex enterprise, to understand and address the diverse concerns of all stakeholders relating to the organization, and to understand and address the financial, legal and other diverse business challenges that they will be facing.

### **B. Overview of Experiences in Running a Business of Similar Size and Scope.**

Prime Wellness has carefully assembled a team of directors, principal officers and day-to-day managers well recognized for having significant experience in successfully running complex organizations and other businesses of similar size and scope. These professionals bring to Prime Wellness a deep, relevant and diverse set of talents particularly well-suited to what will be critical for the managerial, operational, financial and public image success of one of the State's first-ever dispensary facilities.

Understanding that this dispensary facility will be a unique and high-profile project, the success of which many stakeholders (including the Connecticut Department of Consumer Protection, and the State of Connecticut in general) have a vested interest, Prime Wellness has secured the talents of:

- (i) A licensed and well established medical marijuana nonprofit corporation in the State of Maine which operates four dispensaries; operates a state-of-art cultivation facility; employs over 45 employees; services thousands of patients; and will serve in Connecticut as a consultant to Prime Wellness

in a very close and exclusive manner (Northeast Patients Group d/b/a Wellness Connection of Maine).

- (ii) owners and operators of licensed out-patient Dialysis facilities in Connecticut, Massachusetts, New Hampshire and New York who have been thoroughly vetted by both State Health Departments and federal agencies for quality of care, adherence to regulations and general character and competency, with patient care delivered by their facilities ranked amongst the highest in the nation as measured by standardized CQI quality indicators. (Thomas Nicholas of South Windsor, CT, and John P. Glowik, Jr. of Shrewsbury, MA);
- (iii) a highly successful business and money manager who has been instrumental in growing companies from inception to billion dollar operations, and who has assisted in financing and facilitating Northeast Patients Group d/b/a Wellness Connection of Maine (Kevin Murphy);
- (iv) a licensed pharmacist in Connecticut having over a decade's worth of experience as a pharmacy manager, and exercising responsibilities relating to such that range from inventory control and ensuring proper licensure to hiring staff and scheduling (Algis Domeika);
- (v) an operational manager with extensive experience in the legal medical cannabis industry, managing multiple company owned dispensaries in and around Colorado, as well as developing and managing the company's wholesale division while being responsible for all phases of the cannabis growing processes and related controls and tracking (Brett Sicklick);
- (vi) a Medical Advisory Committee to help the company develop new treatment therapies for the list of covered conditions, initiate medical research into advanced applications of the medicine, as well as provide scientific medical training to our state's medical community through CME qualified medical marijuana educational conferences. They will also provide content for educational training programs to Prime Wellness employees. Current Distinguished Members include Gilbert Fanciullo, MD, MS (committee chairman) board certified in Anesthesiology, Pain Management and Hospice and Palliative Care; Corey Burchman, MD, board certified in Anesthesiology and Pain Medicine, both currently employed at the Dartmouth-Hitchcock Medical Center, Lebanon, NH; Richard Gannon Pharm. D., Specialist in Pharmacological Pain Management, currently employed at Hartford Healthcare, Hartford Hospital Campus, Hartford, CT; Joanne Hoffman, MS, Nutritionist and Exercise Physiology employed at Yale/Temple's Cardiac Rehabilitation Program and Jeffery Hover, BS, Director of Supply Chain, NxStage Medical, Inc.;

- (vii) a law enforcement official with years of experience from the Connecticut State Police and with experience providing security to private industry, as well as being an instructor at numerous local colleges (Dean F. Marino, Connecticut State Police - Sergeant, 1988-2007);
- (viii) an experience professional holding a Ph.D. in Analytical Chemistry and specializing laboratory practices, environmental health, quality assurance and control programs (i.e. record keeping, measuring with proper equipment, calibration of equipment, standard operating procedures, good laboratory practices, etc.), and botanical intellectual property development, who will serve Prime Wellness in Connecticut on an exclusive basis as its Alternative Dosage and Quality Control consultant (Dr. John Pierce).

**C. Positions and Respective Prime Wellness Professionals.**

**Board of Directors:**

- 1. Thomas J. Nicholas (medical/healthcare operations perspective)
- 2. John P. Glowik, Jr. (medical/helathcare operations perspective)
- 3. Kevin P. Murphy (financial and business perspective)

**Principal Officers:**

- 1. Thomas J. Nicholas (Chief Executive Officer)
- 2. Kevin P. Murphy (Chief Financial Officer)

**Key Personnel:**

- 1. Brett Sicklick (Director of Operations)
- 2. Algis Domeika, Pharm. (Pharmacist/Dispensary Manager)

**Medical Advisory Committee:**

- 1. Gilbert J. Fanciullo, MD, MS
- 2. Corey Burchman, MD
- 3. Richard H. Gannon, Pharm.D.
- 4. Jeffery B. Hover, Sr.
- 5. JoAnne Hoffman, M.S.

**Consultants:**

- 1. Dean Marino (future possibility as Director of Security)
- 2. Northeast Patients Group d/b/a Wellness Connection of Maine
- 3. Dr. John Pierce (Alternative Dosage and Quality Control Consultant)



**III. PRIME WELLNESS PROFESSIONALS' RELEVANT QUALIFICATIONS AND EXPERIENCES IN RUNNING BUSINESSES – SELECT PERSONNEL.**

**A. Northeast Patients Group d/b/a Wellness Connection of Maine (“WCM”).**

WCM will serve as a consultant exclusive to and for the benefit of Prime Wellness. WCM is a licensed medical marijuana nonprofit corporation in the State of Maine; operates four dispensaries; operates a state-of-art cultivation facility; employs over 45 employees; and services thousands of patients. WCM and its Chief Financial Officer, Jacques Santucci, will bring to Prime Wellness (and the State of Connecticut) invaluable education; proprietary techniques, processes and systems; a unique medical marijuana perspective with respect to New England (Maine); an understanding of working within a strict regulatory environment unique to the New England marketplace; invaluable experiences of creating and growing a start-up medical marijuana corporation and business; best practices and standards; know-how with respect to establishing a positive image, becoming a respected, charitable and educational part of the fabric of the local community, and becoming a hub for economic development, patient care and educational outreach to the medical and local community.

**B. Thomas Nicholas (Board of Directors, Chief Executive Officer).**

As President and CEO of six individual dialysis companies in two states, Tom participated in all aspects of the business from formation to site location and development to regulatory application and day to day operations. He has been thoroughly vetted by both State Health Departments and federal agencies for general character and competency, financial and technical ability, quality of patient care and adherence to State of Connecticut, Department of Public Health regulations. A number of dialysis operating businesses were with physicians as partners (being mindful of Stark and safe harbors laws). His experience with the Dialysis facility business in the 1990's will have many similarities to what he will face as the Chief Executive Officer of fledgling start-up company in a very strict regulatory environment.

Tom received his medical training and background as a Registered Nurse having worked in both hospital and private medical businesses. Tom worked as an R.N./Orthopedic technician and Operating Room assistant in an Orthopedic Practice (Paulsen and Albano, PC) in Schenectady, N.Y. in 1977, worked as an Operating Room Nurse at the Hermann Hospital in Houston, Texas in 1978-1979, and worked as an Operating Room Nurse at Hartford Hospital in Hartford, CT in 1980. The fact that he was trained as a Registered Nurse has given him a real appreciation and understanding of how to access and attend to the needs of clients and patients alike.

**Experience With Start-Ups:**

The start-up nature of the potential medical marijuana project is not unlike starting up an outpatient dialysis facility. Tom was President and CEO of five

Connecticut based dialysis facilities (Enfield Dialysis, East Hartford Dialysis, Central CT Dialysis, Rocky Hill Dialysis and Middlesex Dialysis). He was responsible for operations and day to day management. His facilities treated in excess of 450 patients on a three time per week basis. Each facility billed between two and four million dollars in annual patient services to Medicare under the ESRD program, Medicaid and private insurers on an annual basis. Four of the five Connecticut dialysis facilities developed by Tom (East Hartford, Meriden, Rocky Hill and Middletown) were de novo businesses. To accomplish such, Tom and his partner John P. Glowik, Jr. relied on each other's expertise in the dialysis market. Tom Nicholas and John P. Glowik, Jr. had over 10 years experience selling dialysis products, equipment and services, along with the expertise of seasoned consultants, just as they are doing for this venture. All this expertise helped Tom and John take a concept from start-up with 6 patients to a 150 patient dialysis facility (East Hartford) generating \$4,500,000 in revenue per year within three years.

#### Building A Team:

As CEO, Tom assembled an experienced team of talented individuals to help formulate a business plan which encompassed: assembling and submitting a certificate of need (CON) application to the CT Department of Health, arranging financing (initial funding of \$400,000 came pro rata from partners), locating and controlling real estate, bidding facility build out/construction to multiple general contractors, keeping construction on schedule, sourcing capital equipment/systems and hiring of key personnel ultimately reporting directly to Tom as CEO.

#### Managing Business Variables:

Planning is essential to stay ahead of the growing demand for one's product or service. There must be initial flexibility of patient care staff in order to meet the demands of the developing market. As a de novo business, East Hartford Dialysis was housed in a 10,000 sq. ft. commercial building which was built out but utilized and staffed in phases. Outpatient (non-hospital based) dialysis facilities were rare in 1994 in Connecticut. A facility of that size was almost unheard of. Tom and John's plan was to build out a large enough space to accommodate up to 250 patients in a facility. The facility was opened and started with six patients who were traveling from East Hartford into Hartford and beyond for these life saving treatments. When the East Hartford facility was sold in 1997, there were 165 patients. The acquiring company is still operating the facility in the same location today.

#### Operating In A Regulatory Environment:

As Tom's company billed to the Medicare and Medicaid systems for patient care, he and John were security and background checked by the FBI. The company's facilities participated in multiple surprise inspections from CT and other State Health Departments, who also represent the US Department of Health Medicare ESRD Program with no regulatory deficiencies noted. Tom and John delivered patient care that ranked amongst the highest in the nation as measured by standardized CQI quality indicators. It is

extremely important to note that no licensed medical facility or any business where Tom had control has ever been alleged or found to have violated any federal, state or local laws or regulations during the time period when he was associated.

Tom operated licensed healthcare facilities in multiple states, and is used to living up to regulatory expectations. He and John were ranked in the top 3% nationwide amongst their peers based on standardized, objective, continuous quality indicators. Demanding excellence from his staff, regardless of the business, always paid dividends. Moreover, it proved to be a win/win situation for the provider and the end-user. It is the only way he'll do business because it's the right way to do it.

In summary, Thomas Nicholas has spent a career overseeing, running and otherwise managing medical facilities featuring a significant and diverse number of business disciplines, while working with physicians, and other employees. His operational experiences and successes demonstrate his ability to carry out his role as Chief Executive Officer for Prime Wellness.

**C. John P. Glowik, Jr. (Board of Directors).**

John, along with Tom Nicholas, has owned and operated outpatient Dialysis Facilities and businesses in CT, MA, NH and NYS. As an owner of ESRD facilities, he has been thoroughly vetted by both State Health Departments and federal agencies for general character and competency, financial and technical ability and ultimately, quality of patient care and adherence to State of Connecticut, Department of Public Health regulations. He has accumulated forty years of health care experience.

John's experience in creating, owning and running successful businesses is demonstrated most recently where he owned and operated 15 Dialysis facilities based in MA (Springfield & Greenfield), NH (Keene), CT (Hartford, Enfield, Middletown, Rocky Hill), NY (Albany-2, Amsterdam, Schenectady, Selden, Bellmore, Hempstead, Rochester), which he operated profitably beginning in 1989 and through 2012. As co-owner and operator of the dialysis facilities, he has gained substantial experience and knowledge that will be directly relevant to the success of the proposed facilities. He has worked these businesses on a day to day basis, and clearly understands quality of care, adherence to regulations and general character and competency of a medical operation.

John received a B.A. in Economics and History from Holy Cross College and immediately went to work in pharmaceutical and medical sales to hospitals, physicians, outpatient medical facilities in the greater Northeast states for fifteen years. In 1988, he was the co-founder of Prime Medical, Inc. which was a Massachusetts based medical supply company covering New England, New York and New Jersey. In 1990, he co-founded NutraCare Inc., a parental nutrition company serving patients in dialysis centers and at home. Further in 1992, he started and founded Prime Water which was a Massachusetts based water purification/delivery systems for medical facilities. As a dynamic entrepreneur, John has been a leader in developing health related businesses.

John has also been extremely community minded in his involvement with numerous community boards. He served on Worcester Academy, Worcester MA Board of Trustees (3 terms); Holy Cross GAA Board; Holy Cross College Advisory Board to the Trustees since 2007; Paxton Recreation Commission Chairman, Paxton, MA; Paxton Youth Sports, President; Paxton Little League, Treasurer; and the Sacred Heart Basketball League Board, Worcester, MA. His dedication to the needs of the community is an intangible attribute that contributes to the successes he has had in business.

Executing the aforementioned responsibilities over the years has given John significant experience and insight on managing many types of businesses, including without limitation managing and coordinating staff members with other medical professionals towards common goals, and maintaining necessary financial controls to ensure the long-term viability of such businesses. This has exposed John to all aspects of business.

As a Board member of Prime Wellness, and based on his experiences in running his businesses and overseeing the growth of his companies, John will oversee Prime Wellness' commitment to ensure that patient demand and expectations will be met.

**D. Kevin P. Murphy (Board of Directors, Chief Financial Officer).**

Mr. Murphy brings to the Board of Directors and his role of Chief Financial Officer a very strict financial analysis and investment discipline, as well as business ownership and management expertise from his own privately-owned and operated businesses. He is the Managing Member of Murphy Capital, LLC. Murphy Capital is engaged in the investment management of private and public companies for the benefit of his family and his philanthropic interests. He played a key role in assisting in the financing and facilitation of Northeast Patients Group d/b/a Wellness Connection of Maine ("WCM"), a very well respected, licensed and regulated non-profit medical marijuana corporation in Maine (referenced above). Wellness Connection of Maine is currently a burgeoning success in providing much needed care for patients in Maine and in existing as a good corporate citizen, and Kevin desires to bring such positive experience and opportunity to his home state of Connecticut.

Mr. Murphy has had a highly successful career in the New York money management business and is a well-respected member of the financial community amongst his peers. He is a consummate professional and has been instrumental in growing companies from inception to billion dollar money management firms. Prior to launching Tandem Global Partners, Kevin was a Managing Partner at Stanfield Capital Partners. While at Stanfield, he was instrumental in growing the company from inception to a \$30 billion alternative money management firm. He was a member of the Operating and Management team that oversaw all aspects of Stanfield's business, which included risk management, sales and distribution, client services, legal, compliance and operations. Kevin was integral in spearheading the strategic development of the firm and responsible for attracting key personnel and money management talent. Kevin has previously worked

with Gleacher NatWest (Partner and Director of Marketing), Schroders (Sr. VP of Sales), Lazard Freres (VP) and Cantor Fitzgerald (VP).

Mr. Murphy possesses a strong commitment to his profession as well as family and community ties. He serves on the Board for the St. Benedict Joseph Medical Center in Honduras. In addition, he has been a generous supporter of a variety of charities and has helped many individuals launch and achieve their career goals.; develops and administers firm-wide investment policy; constructs asset allocation strategies; conducts research on a broad range of investment vehicles for portfolio investments; monitors and reports portfolio performance to ensure that client objectives are met; implements trades; conducts periodic client review meetings; and maintains strategic relationships with trustees, vendors, and asset custodians.

Mr. Murphy's background in the management of his own investment company and money management fund provides Prime Wellness with additional expertise in business management and oversight, but also lends to Prime Wellness a unique set of skills in terms of fiscal analysis, capital investment and financial growth strategies and assessments. He will be able to bring the same set of skills to Prime Wellness that he brings on behalf of his venture capital fund to the portfolio companies in which the fund has invested or considered investing, and due to his involvement with WCM he brings a key understanding of the medical marijuana space (particularly in a strict regulatory environment).

**E. Algis T. Domeika (Pharmacist/Dispensary Manager).**

Algin is a licensed pharmacist in the State of Connecticut, and has served as a Pharmacy Manager for over a decade with Walgreens. As a Pharmacy Manager, Algin and was responsible for the following for each pharmacy location: overseeing pharmacy operations; ensuring proper licensure; customer service; training pharmacists, interns and technicians; overseeing and performing inventory control; hiring new staff; mentor for intern program for several pharmacy schools; pharmacist duties, including accurately checking and filling prescriptions, providing immunization services and counseling; scheduling; and building business relationships in the community. Algis' professional background and experiences will serve him well as he exercises a number of the foregoing responsibilities and/or skills in his position as Pharmacist/Dispensary Manager of Prime Wellness.

**F. Brett N. Sicklick (Director of Operations).**

Brett was born and raised in West Hartford, CT, where his family still resides. Since 2009, Brett has worked in Colorado's legal medical cannabis industry. Since 2009, Brett has worked in Colorado's legal medical cannabis industry in all aspects dispensary and cultivation operations. Brett was instrumental in acting as a co-creator of the "Patient's Guide to Colorado" - a patients' magazine to help locate medical cannabis dispensaries in the State - in addition to contributing topical content such as strain reviews. Brett has also acted in the capacity of "Operations Manager" for Livwell, a

Colorado cannabis grower and dispenser. His responsibilities included managing multiple company-owned dispensaries in and around Denver, as well as developing and managing the company's wholesale division.

Over the past couple of years, Brett has been working for Guaranteed Harvest LLC/Herbal Cure LLC of Denver, CO as a Cultivation Warehouse Manager where he has become skilled and responsible for running all inventory/tracking controls and managing personnel. Brett has intimate knowledge and expertise in all areas of the medical marijuana industry (including dispensary and cultivation operations) and, as such, will serve as Director of Operations for all of Prime Wellness in the event of licensing.

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

**RESPONSE E.1.**

Please see Exhibit K attached hereto.

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

**RESPONSE E.2.**

Please see Exhibit L attached hereto.



**QUESTION E.3.** *Please provide the following: the name, title and a copy of the resume of the person who will be responsible for all information security requirements, including the requirement that patient information remain confidential.*

**RESPONSE E.3.**

Thomas J. Nicholas as Chief Executive Officer, and Algis T. Domeika as Pharmacist/Dispensary Manager, will be the persons responsible for all information security requirements, including the requirement that patient information remain confidential. The resumes of Mr. Nicholas and Mr. Domeika are attached as Exhibit L.

**QUESTION E.4.** *Please provide the following: a copy of all compensation agreements with dispensary facility backers, directors, owners, officers, other high-level employees or any other persons required to complete Appendices B, C or E. For purposes of this RFA, a compensation agreement includes any agreement that provides, or will provide, a benefit to the recipient whether in the form of salary, wages, commissions, fees, stock options, interest, bonuses or otherwise.*

**RESPONSE E.4.**

Please see Exhibit M attached hereto.

**QUESTION E.5.** *Please provide the following: describe the nature, type, terms, covenants and priorities of all outstanding bonds, loans, mortgages, trust deeds, pledges, lines of credit, notes, debentures or other forms of indebtedness issued or executed, or to be issued or executed, in connection with the opening or operating of the proposed dispensary facility.*

**RESPONSE E.5.**

Please see Exhibit N attached hereto.

**QUESTION E.6.** *Provide audited financial statements for the previous fiscal year, which shall include, but not be limited to, an income statement, balance sheet, statement of retained earnings or owners' equity, statement of cash flows, and all notes to such statements and related financial schedules, prepared in accordance with generally accepted accounting principles, along with the accompanying independent auditor's report. If the applicant was formed within the year preceding this application, provide certified financial statements for the period of time the applicant has been in existence and any pro forma financials used for business planning purposes.*

**RESPONSE E.6.:**

In addition to the below, please see Exhibit O attached hereto

Revenue Assumptions	Year 1		
	Ramp Up Year	Year 2	Year 3
	2014	2015	2016
<b>Marijuana Purchases by Patients</b>			
Total number of patients	1,693	3,040	4,868
Average number of patient visits per month	1.00	1.00	1.00
Average amount purchased (lbs) per patient per year	0.10	0.38	0.44
Total marijuana sold (lbs) annually	163	1,151	2,125
Price of medical marijuana (\$ per lb)	4,800	4,800	4,800
<b>Revenues from marijuana sales</b>	<b>819,076</b>	<b>6,352,499</b>	<b>11,731,948</b>

REVENUES	Year 1		
	Ramp Up Year	Year 2	Year 3
	2014	2015	2016
Medical marijuana sales to qualifying registered patients	782,434	5,523,912	10,201,694
Paraphernalia supplies sold to qualifying registered patients	19,561	138,098	255,042
Edibles and Alternatives sold to qualifying registered patients	17,082	690,489	1,275,212
<b>Total Revenues</b>	<b>819,076</b>	<b>6,352,499</b>	<b>11,731,948</b>
<b>EXPENSES</b>			
COGS Medical Marijuana	391,217	2,761,956	5,100,847
COGS Paraphernalia	9,780	69,049	127,521
COGS Edibles & Alternatives	8,541	345,245	637,606
Payroll w/Fringe	832,273	1,623,673	2,660,296
Discount to qualifying patients	39,122	276,196	510,085
Licenses and Fees	6,000	5,000	5,000
Office supplies	13,410	52,724	97,372
Consultants	100,000	100,000	100,000
IT expense	14,502	52,123	96,262
Utilities	2,605	7,615	14,064
Insurance	50,000	100,000	150,000
Marketing	7,928	34,086	62,952
Credit card processing fees	9,371	66,159	122,183
Rent	42,000	42,000	42,000
Leasehold expenses	1,227	8,660	15,993
Miscellaneous, Community Outreach, etc.	6,697	33,972	62,741
Professional fees	50,000	50,000	50,000
Security	25,000	25,000	25,000
Depreciation	30,000	30,000	30,000
Interest	40,000	40,000	40,000
CT State sales tax	52,011	403,384	744,979
<b>Total Expenses</b>	<b>1,731,684</b>	<b>6,126,841</b>	<b>10,694,900</b>
<b>DIFFERENCE</b>	<b>(912,608)</b>	<b>225,658</b>	<b>1,037,048</b>

<b>Number of Patients:</b>	<b>1,693</b>	<b>3,040</b>	<b>4,868</b>
<b>Number of Visits:</b>	<b>1 Per Month</b>	<b>1 Per Month</b>	<b>1 Per Month</b>

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

**RESPONSE E.7.**

Please see Exhibit P attached hereto.

**QUESTION E.8.** *Provide complete copies of the most recently filed federal, state and foreign (with translation) tax returns filed by each: (i) dispensary facility backer; and (ii) each backer member identified in Section B of Appendix B.*

**RESPONSE E.8.**

Please see Exhibit Q attached hereto.

## SECTION F. BONUS POINTS

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

### RESPONSE F.1.

Prime Wellness will strive to create a welcoming, safe and respectful workplace in keeping with the mission and values of the company.

Prime Wellness aspires to create a team of compassionate, dedicated individuals who share a desire to serve Connecticut's medical cannabis patients by providing them with excellent pharmaceutical grade medicine, and educating them and the wider community about the safe and beneficial use of this healing plant. Our company employs highly trained personnel in a staffing plan that ensures effective and proper safety and security, training and education, collegiality and teamwork, economic benefits and opportunities, and codes of conduct.

The principles will be outlined in an employee handbook that will provide an overview of the history, the business plan and the structure of the company; information about benefits available to employees; and an outline of the policies and procedures which are conditions of employment, following current regulations.

All employees are provided with a copy of the Employee Handbook at the time of hire for their personal use.

Our company has a philosophy of open communication, where all employees have the right, and are encouraged, to speak freely with management about their job-related concerns. Any employee may present questions and comments in writing, and will receive a written response. Prime Wellness believes in open dialogue between employees and managers. As a result, an employee need not fear, or feel disadvantaged as a result of, raising issues about potentially unclear policies, and/or making constructive comments and criticisms.

Prime Wellness is also committed to providing equal employment opportunity to all applicants and employees. We will not discriminate against any applicant or employee on the basis of race, color, sex, sexual orientation, age, religion, national origin, disability, genetic information, marital status or veteran status. It is our commitment that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment.



Moreover, Prime Wellness will not tolerate harassment or intimidation of our employees on any basis prohibited by law, including race, color, sex, sexual orientation, age, religion, national origin, handicap, disability, marital status, or veteran status. The entire management team of Prime Wellness is committed to such policy and its enforcement. Not in limitation of the foregoing, the entire management team is also committed to ongoing compliance with all pertinent statutes and regulations, including without limitation those governing and/or related to background checks; disqualifying drug convictions; disciplinary policies, procedures and records; inspection, security, safety and other related requirements; confidentiality; job descriptions; employment contract policies; business records; personnel files; and alcohol and drug-free workplace policies.

**A. Compensation and Benefits.**

Prime Wellness intends to pay well above the minimum wage, in recognition of the fact that our employees have specialized knowledge and perform difficult work.

While exempt employees will receive a salary and benefits to be negotiated, non-exempt employees shall be entitled to the following compensation and benefits:

- Compensation: Hourly rate of not less than \$14 per hour, with yearly pay increase and overtime policy.
- Benefits: Will offer a comprehensive set of benefits including health insurance, dental and vision options. Prime Wellness will pay 100% of the cost of coverage of a company selected plan for each eligible employee, or similar depending on current regulations. Prime Wellness will contribute an amount equal to 3% of the employee's wages to the 401(k) retirement plan if the employee chooses to enroll.
- Employee Assistance Program: An employee assistance program will be made available to employees at no cost to them.
- PTO: Prime Wellness will provide its regular full- and part-time employees with paid time off ("PTO") each year as a way to express its appreciation, and as a way to renew and refresh our employees. The purpose of PTO is to provide employees with flexible paid time off from work. Such time can be taken for vacation, illness, injury, personal business, medical appointments, volunteer activities and other activities of the employee's choice. Additionally, Prime Wellness will observe up to seven holidays.
- Other: More benefits will continue to be added and/or offered over time depending on employee needs and the availability of offerings.

**B. Workday Hours and Scheduling.**

Staffing of the Prime Wellness dispensary facility (the “Dispensary Facility”) is based on providing full-time positions (40 hours per week) to non-exempt and exempt staff members who are required to work Monday through Sunday; providing part-time positions (approximately 30 hours per week) to non-exempt and exempt staff members who are required to work Monday through Sunday as well; and providing one-hour overlaps to accommodate lunch breaks. Work schedules will be established, and may be modified, to ensure that all employees have a clear, regular schedule promoting teamwork; minimizing erratic scheduling; simplifying recruitment; and providing substantial living-wage employment opportunities to residents of the surrounding areas. A tiered system, including shift scheduling to allow for proper coverage as well as promoting a healthy lifestyle and work balance, will be considered.

The company will use a payroll and biometric attendance management system, based on a web-portal provided by ADP Payroll or a similar company, to track hours worked and payroll information, and allowing all hourly employees to sign in and out of their shifts and to access critical human resources information such as benefits and paystubs.

Upon being hired, all new employees must serve a ninety (90) calendar day probationary period. Prime Wellness will conduct regular performance evaluations, including an annual review, that will be documented and discussed with its employees.

Our employee handbook includes information on how the company intends to grant employees various leaves of absence such as personal or medical leave, leave for victims of domestic violence, bereavement leave, jury leave, military leave and other regulatory leaves.

**C. Corporate Culture.**

Prime Wellness will strive to create a collaborative environment and a community of like-minded people through the use of modern and secure technology, as well as by promoting employee engagement. Prime Wellness intends to organize company functions such as summer picnics and holiday parties.

**D. Processes & Compliance.**

Prime Wellness will hire a Human Resources Manager (“HR Manager”) as one of its first hires, and will create a Human Resources Department in connection with its Administrative and Accounting Department. Such team will administer payroll and benefits. The HR Manager will also be in charge of coordinating all hiring, developing job descriptions and acting as the primary contact for employee relations.

In order to provide the highest standard of service to our clients, Prime Wellness will use a rigorous application process including online application forms, detailed job descriptions and multiple interviews. We will conduct background checks of all employees. Prime Wellness will also establish a referral incentive program among its employee team to help hire new employees.

The HR Manager shall maintain a personnel record for each employee that shall include, at a minimum, the following: (a) application for employment; (b) record of any disciplinary action taken; (c) documentation of all required training; and (d) signed statements from the individual indicating the dates, times and places that he or she received required training and the topics discussed, including the names and titles of the presenters. Such personnel record shall be maintained for a period of at least six months after termination of the individual's affiliation with Prime Wellness.

Moreover, Prime Wellness intends to create a series of committees featuring common participation of board members, executives, management and employees. The corporate compliance sub-committee will be an additional mechanism to identify and mitigate any regulatory, fiscal control or ethical deficiencies within the company, and to facilitate any necessary corrective action. An "Internal Culture Committee" will exist and consist of non-management staff members and members of the management team in order to address questions and topics with the goal of improving internal systems and communications.

#### **E. Training.**

Prime Wellness understands that a critical factor in the success of its operations is the dedication, knowledge, development and compassionate care of its managers and employees, working together with a common purpose. As such, Prime Wellness has devised a series of training modules designed to focus and enhance both the general and specific knowledge of its team which will allow for such individuals to obtain greater skills and advancement opportunities within Prime Wellness. Such training and educational opportunities are described in this application.

At the time of hire, all employees will attend a mandatory security and safety training program. Such program will provide training aimed at personal safety and crime prevention techniques, and shall include but not be limited to training in the following:

- Applicable State and Federal laws;
- Professional conduct, ethics and State and Federal laws regarding patient confidentiality;
- Proper use of security measures and controls;
- Safety and security plans;

- Specific procedural instructions for responding to an emergency, including a robbery or other violent incidents and/or accidents;
- Understanding what role every member of the organization has in providing a safe and secure facility for all persons;
- Situational training with respect to incidents involving employees, other personnel and/or other persons on its premises, including but not limited to physical and/or verbal altercations, theft, unruly and/or threatening behavior, suspicious behavior, recognizing signs of abuse and misuse, etc.;
- Daily operations of the facility as appropriate to job duties;
- First Aid and CPR; and
- Human resources seminars such as sexual harassment and OSHA safety.

Such training shall be completed prior to the employee beginning work, and shall be updated at least yearly. Employees will also be encouraged to take advantage of special classes, leadership trainings, and other educational opportunities that may arise. Prime Wellness will collaborate with the Connecticut CONN-OSHA Department to develop best practices in training.

**F. Commitment to Employees; Advanced Training and Education.**

Prime Wellness' employees will be selectively recruited, in large part, based on their enthusiastic commitment to working in the challenging and rewarding setting of Prime Wellness' dispensary facility. Prime Wellness will recognize its team members' intellect, spirit and compassion. They will be what makes Prime Wellness special, and, most importantly, they are what will contribute to the ultimate relief and comfort of patients. Prime Wellness is committed to the advancement and intellectual enrichment of its team members. No employee shall hesitate to discuss with his or her supervisor any educational or training opportunities of which the employee is aware, for his or her personal or professional development. Prime Wellness is developing an employee-tuition program to assist team members, and invites inquiries and suggestions as this program is developed and implemented.

**G. Safety in Workplace.**

Prime Wellness believes in maintaining safe and healthy working conditions for all employees, and will establish clear policies that will be communicated to employees and for which ongoing education will be available. In order to achieve this goal of providing a safe workplace, Prime Wellness will ensure that each employee must become safety conscious. Prime Wellness expects all employees to establish and maintain a safe worksite, including without limitation the following applications:

- Maintaining cleanliness in each area of the site.
- Maintaining proper slip-and-fall prevention protocols.
- Inspecting and maintaining walkways, handrails, and guardrails.
- Properly lifting and lowering heavy objects.
- Following safe food-handling guidelines.
- Inspecting tools and equipment for defects before use.
- Keeping walkways clear of debris.
- Inspecting, cleaning, and properly storing tools and equipment after use.
- Following established safety rules, particularly regarding chemicals.

#### **H. Code Of Conduct.**

Prime Wellness will make clear through its manuals that employees and officers should avoid external business, financial and/or employment interests that conflict with Prime Wellness' business interests or with such persons' job/employment duties. A code of ethical conduct will be included in the employee handbook, including without limitation provisions mandating that:

- employees are not to solicit anything of value from any person or organization with whom Prime Wellness has a current or potential business relationship;
- employees are not to accept any item of value, of incidental value, or of no value from any party in exchange for or in connection with a business transaction; and
- violations of such code of ethical conduct may lead to disciplinary action, up to and including termination.

The employee handbook will also state that there are reasonable rules of conduct which must be followed to help people work together effectively. Our organization expects each employee to present himself or herself in a professional appearance and manner. If an employee is not considerate of others, and does not observe reasonable work rules, disciplinary action will be taken. Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. A list of offenses for which an employee may be subject to discipline will be established.

It is the responsibility of management to disseminate a clear policy of zero tolerance for workplace violence, including both verbal and non-verbal threats, and to make sure that all workers know about such policy through the provision of adequate guidance and training. Other policies will exist to prohibit employees from bringing into the facility any weapons, and a no-tolerance policy will exist for the presence of illegal drugs (or the illegal use of legal drugs) in the workplace. Smoking and alcohol consumption will not be allowed in the premises. Regular health information will be given to promote a healthy lifestyle.

## **I. Safety and Security.**

Prime Wellness employee security policies, such as an employee ID/badge system and personal safety, exist in detail within the Safety and Security Plan, is specific to its site, and will be discussed and coordinated with local law enforcement. The facility will feature state of the art biometric lock entry systems, such that each employee will have to place a finger (allowing the system to identify him or her) onto a door lock, and enter a four digit code unique to such employee, in order for such employee to have access to the facility as well as to any room housing any medical marijuana. Not in limitation of the foregoing, the premises will feature security officers monitoring access to and from the building and such rooms through physical checks and by CCTV monitoring.

Prime Wellness will also ensure that the safety of the employees, as well as its authorized visitors, is a priority – i.e. having proper lighting in the parking lots and exterior of building to prevent security threats.

**QUESTION F.2.     *Compassionate Need Plan: Describe any compassionate need program you intend to offer. Include in your response:***

- The protocols for determining which patients will qualify for the program;*
- The discounts available to patients eligible for the compassionate need program;*
- The names of any other organizations, if any, with which you intend to partner or coordinate in connection with the compassionate need program, including any dispensary facility applicant; and*
- Any other information you think may be helpful to the Department in evaluating your compassionate need program.*

**RESPONSE F.2.**

The mission of Prime Wellness is not just to provide pharmaceutical grade marijuana and marijuana products of the highest quality and greatest consistency for the benefit of patients. The mission of Prime Wellness is also to assist in the development of a network (through its own potential production facility, other production facilities and dispensaries, other healthcare providers and other stakeholders in the medical marijuana industry) that supports and features one-on-one interactions with qualified patients by trained and knowledgeable staff, in a personal and compassionate manner, with the goal of assisting patients to help themselves reach a better quality of life through an array of wellness-related services, the highest quality medical marijuana at reasonable prices, and education and awareness about medical marijuana. Pursuant to the foregoing, Prime Wellness' vision is to:

- provide patients with a welcoming, safe, professional and law-abiding environment that will be a reliable and trusted provider of quality marijuana medicine and related wellness services and products;
- operate a well-managed and transparent dispensary facility and business model that will work in close cooperation with the State of Connecticut, local authorities, and local community, and that will offer a safe work environment for employees;
- provide an ongoing medical marijuana education and outreach program for the benefit of patients and the public; and
- establish cooperative research programs with medical and university groups to expand the understanding of the benefits, risks and most effective ways of utilizing medical marijuana.

Prime Wellness will work on a daily basis in furtherance of such, including without limitation the establishment of the compassionate need and/or charitable programs and policies described below.

These programs and policies will continue to evolve and be modified based on governing law, research, patient feedback, and other pertinent concerns.

**A. Compassionate Need Discount Plans.**

As a socially responsible dispensary facility, Prime Wellness will work with production facilities and other dispensaries on a pricing plan whereby it and other dispensary facilities would provide a compassionate need discount plan featuring a sliding scale with respect to prices. Notwithstanding the foregoing, Prime Wellness will adopt as its own such discount plans described herein.

It is essential that the qualifying profiles, verifying documents and sliding scale discounts are determined in a very precise manner so as to ensure a fair distribution of discount benefits to patients in need while limiting the risk of diversion.

Guiding principles of such compassionate need discount plan are as follows:

Nobody In Need Is Turned Away.

Prime Wellness will work, on an individual patient basis, to provide incentives and accommodations during such patient's visit (within the legal dispensing guidelines and terms of recommendation).

Provide High Quality Medicine At Low Cost.

Prime Wellness will work to also provide high quality medicine at a low cost fitting the respective patient's budget.

Offer A Lower Preferred Rate That Applies to More Profiles.

Prime Wellness will offer a lower preferred rate that applies to more profiles in an effort to spread benefits and outreach to as many layers of the community as possible.

Limit Diversion Risk.

Prime Wellness will work to help ensure that the discount program does not enable patients to divert their medicine to non-patients.



### Extreme Situations.

Prime Wellness will provide free medicine dispensing in extreme situations such as imminent death (but will restrict free medicine to such extreme situations). As such, Prime Wellness will set aside a certain amount of medicine every month to be offered for free to qualifying patients. Prime Wellness believes that patients who are eligible to receive free medicine shall also take on greater responsibilities, including signing a contract in which they agree that such medicine will be for their personal usage and not diversion.

### Donations.

Prime Wellness will support patients in need by also donating to certain charities, foundations and/or other programs having a social mission and vision similar to that of Prime Wellness, and will also work with dispensary facilities to achieve this goal. Some of the charities, foundations and/or other programs intended to benefit from these donations include Komen Connecticut, Alliance for Living (New London), Foodshare of Greater Hartford, CT Food Bank (New Haven), Open Hearth (Hartford), Liberation Programs, Inc. - Ryan White/HIV Services and various community based (local) charities, and the Mandell Center for MS at St. Francis Care.

### Discount Sliding Scale.

Prime Wellness will provide a discount sliding scale for the following qualifying patient profiles:

- 300% of the Federal Poverty Level Guidelines adjusted for family size.
- Connecticut Medicaid/Title 19 Patients
- State, Federal and Military Disability Patients
- Senior citizen discounts (65 years of age or over)
- SSI recipients
- EBT/TANF recipients

With respect to the above, Prime Wellness will adopt the following discount sliding scale:

- 15% discount on the first ounce of medicine.
- 5% discount on the second ounce of medicine.
- full price afterwards within the State dispensing limit.

### **B. Other Compassionate Need Plans of Prime Wellness.**

In light of its mission and vision, Prime Wellness will also seek to create the following to benefit patients and Connecticut's medical marijuana program in general:

1. Education and Informative Workshops.
  - Conducted by special support groups (i.e., cancer patients, AIDS patients, rehabilitation centers) regarding therapies of medical cannabis in combination with other complementary and alternative medicines.
  
2. Other Workshops and Events Integrating All Aspects of Well-Being Will Be Posted And Updated On its Website.
  - Cooking, cultivation and other related classes.
  - Cultivation classes.
  - Seminars featuring patients and their experiences.
  - Seminars featuring legal experts in the continuously developing and changing medical marijuana industry.
  - Scheduled talks by physicians, pharmacists, nurses and other medical practitioners and healthcare providers.
  
3. Ongoing Medical Studies and Research.
  - Prime Wellness is receptive to assisting new or ongoing medical studies and research through its Medical Advisory Committee.
  - Prime Wellness strives to help patients help themselves in a positive and compassionate way. Prime Wellness does this by offering patients the paid opportunity to participate in ongoing medical studies and research involving its Medical Advisory Committee which, if agreed to, will be shared with other patients, their recommending physicians and the medical community, all consistent with applicable laws and regulations.
  - Prime Wellness believes that this area of focus will stimulate the growing dialogue between the cannabis community and the conventional medical community, which is a significant goal of Prime Wellness.

**QUESTION 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. To the extent it has been determined, include in your proposal, a detailed description of:*

*·The methodology of the study;*

*·The issue(s) you intend to study;*

*·The method you will use to identify and select study participants;*

*·The identify of all persons or organizations you intend to work with in connection with the study, including the role of each;*

*·The duration of the study; and*

*·The intended use of the study results.*

**RESPONSE F.3.**

Prime Wellness, as guided by its Medical Advisory Committee, submits to the Department the following detailed proposal to conduct, or facilitate, a scientific study or studies related to the medicinal use of marijuana:

**Title: Multicenter, Prospective, Observational Study of the Use of Medical Marijuana as a Substitute for Opioids in Patients Suffering From Nonterminal Chronic Pain.**

*(For purposes of this study, chronic pain shall be deemed to be that associated with a “debilitating medical condition” as defined under Connecticut law, subject to change based on discussions with the Department).*

•     **The methodology of the study:**

This study is proposed to be a multicenter, prospective, observational study of patients already using opioids for chronic nonterminal pain who have marijuana substituted for their opioids. A statistical power analysis will be conducted to determine the optimal number of participants. The greater the number of participants, the more powerful will be the results. Preliminary estimates are that 100 participants could provide data to address the primary outcome measure. The hypothesis is that marijuana can be substituted for opioids in patients suffering from nonterminal pain and provide significant pain relief with fewer side effects.

- **The issue(s) you intend to study:**

The use of opioids in the treatment of nonterminal chronic pain in the United States has precipitated a public health crisis. It is estimated that 25% of all opioids prescribed by physicians, nurses or P.A.'s are diverted for illegal use. More people die in the United States from prescription drug overdoses than from motor vehicle accidents. Despite the widespread use of opioids, most experts believe that chronic pain is still grossly undertreated in the United States. In an attempt to quell the rampant abuse, the Food and Drug Administration has recently proposed that hydrocodone, the most abused opioid in the United States, be made a Schedule 2 drug (it was previously a schedule 3 drug allowing providers to prescribe it much more liberally than other strong opioids which were already schedule 2). More than 99.5% of the hydrocodone produced in the world is consumed in the United States. The Food and Drug Administration has additionally been requiring stringent REMS (Risk Evaluation and Mitigation Strategies) on opioid manufacturers before new opioids are allowed to be marketed and has disallowed new non-tamper resistant opioids from coming to market in the United States. At least one professional organization (PROP- Physicians for the Responsible use of Opioids) in the United States have proposed that opioids not be used at all for chronic nonterminal pain because their efficacy has not been adequately proven and the risk profile is so high. Side effects and risks associated with the use of opioids include but are not limited to: addiction, constipation, sedation, respiratory depression, death, urinary retention, osteoporosis, fractures, sexual dysfunction, increased risk of infections, and possible increased risk of certain types of cancers. The financial impact of complications associated with the use of opioids is estimated to be in the billions of dollar. A safer drug that could be used as a substitute for opioids would have enormous humanitarian, cost and public health advantages.

Marijuana has been used in the United States for generations. Estimates of prevalence are that 5% of the population of the United States has used marijuana in the last 30 days (data collected in New York City pre and post September 11, 2001). Deaths associated with the use of marijuana alone are virtually nonexistent and deaths associated with the use of marijuana plus other drugs (principally Viagra) are extremely rare. Despite efforts to prove otherwise, the use of marijuana has not been shown to be associated with cancer, pulmonary disease, or any other major illness. While randomized controlled prospective studies have not been done, extensive "post marketing surveillance" (looking at side effects that occur after a drug is on the market and millions of people have used the drug) shows no indication of any serious danger associated with the use of marijuana. There is unequivocal, strong scientific evidence that marijuana is useful in the treatment of neuropathic pain and there is evidence that it is useful in other types of pain as well. To the best of our knowledge, marijuana has never been compared long term to the use of opioids for nonterminal chronic pain.

The primary aim of this study will be to determine whether or not medical marijuana can be used as a safe replacement for opioids in patients being treated with opioids for chronic pain. The primary outcome measure will be to observe what

percentage of patients is able to stop using opioids when initiating the use of medical marijuana. Secondary aims will include: following pain and function scores using reliable and validated instruments such as the Brief Pain Inventory, SF-12 and Ostwestry disability index; following adverse reactions; looking at resolution of opioid induced side effects such as sexual dysfunction, constipation, sedation, etc.; following changes in mood, etc.

- **The method you will use to identify and select study participants:**

Subjects will be selected from the population of patients receiving opioids for nonterminal chronic pain at the Pain Management Centers of major Medical Centers in New England. The authors have close connections with pain specialist clinical investigators in Connecticut, Massachusetts, Vermont and New Hampshire.

Inclusion criteria will include: patients who are using at least 15 mg of morphine equivalents per day; patient consent to participate in the study, and; ability to obtain marijuana from a State sanctioned medical marijuana dispensary.

Exclusion criteria will include: evidence of a preexisting addictive disorder; pregnant women or women who have the potential to become pregnant; inability to complete electronic surveys; age less than 18 years; evidence of moderate or severe pulmonary disease; untreated major psychiatric disorder; subjects who are already using medical marijuana on a daily basis.

- **The identity of all persons or organizations you intend to work with in connection with the study, including the role of each:**

The principle investigator will be Dr. Gilbert Fanciullo. Dr. Fanciullo is a nationally recognized expert addressing the use of opioids in nonterminal chronic pain patients. He Co-chaired an American Pain Society/ American Academy of Pain Medicine national committee publishing the principle guidelines for the use of opioids in this population. He is a Professor of Anesthesiology at the Geisel School of Medicine at Dartmouth in New Hampshire and Director of the Section of Pain Medicine at Dartmouth Hitchcock Medical Center in New Hampshire. His research has been focused on clinical trials such as the trial described here. He has been involved in and led many similar clinical trials.

Coinvestigators have not at this time been contacted and we do not know their degree of interest in collaborating on this project but Dr. Fanciullo has close relationships and has published other work with both Edgar Ross, M.D., the Director of Pain Medicine at Brigham and Women's Hospital in Boston and his colleague at Brigham and Women's Hospital, Robert Jamison Ph.D., Professor of Anesthesiology, probably the preeminent pain specialist psychologist in the United States and a Professor at Harvard Medical School. Dr. Fanciullo has a close professional relationship with Roberta Hines, M.D., the Chairperson of the Department of Anesthesiology at Yale University. He has a strong

professional relationship with Christine Peeters-Asdourian, M.D., Director of Pain Medicine at Beth Israel Hospital in Boston and James Rathmell, M.D. former Director of Pain Medicine and still active at Massachusetts General Hospital. Dr. Fanciullo has held many prominent positions in national pain organizations and is a recognized expert in pain medicine. As such, he has both personal and professional relationships with most of the leaders in pain medicine in the United States. He has no doubt that there will be strong interest among pain specialists from multiple institutions in participating in this study. His plan will be to contact Dr. Hines, Dr. Ross and Dr. Jamison as his primary contact persons to explore their interest in participating as coinvestigators.

- **The duration of the study:**

The planned study duration will be 3 years. Data will be analyzed at one and two years to look for significant early findings surrounding efficacy and safety.

- **The intended use of the study results:**

The study results are intended to be published in a peer-reviewed medical journal in the United States. We expect these results to be extensively cited in the medical literature. The results may also be presented at national and local meeting by Dr. Fanciullo or his coinvestigators.

***QUESTION F.4. Community Benefits Plan: Provide the Department with a detailed description of any plans you have to give back to the community either at a state or local level if awarded a dispensary facility license.***

**RESPONSE F.4.**

Prime Wellness recognizes the importance of the community surrounding its operations and its patients, and the many stakeholders in such community including without limitation local elected and appointed officials, local law enforcement, local businesses, neighborhood associations and special interest groups, local healthcare bodies and professionals, local nonprofit and charitable organizations, and local economic development initiatives and needs. Prime Wellness will prioritize its efforts to become part of the fabric of the community by positively impacting the community at a local level as well as State level.

Giving back to our community will take several forms such as monetary donations as well as making its resources available to the community in participating in the local life and economy of the town and local communities, by fostering education and social outreach and act as a good citizen.

a. Donations to Local Nonprofit and Charitable Organizations. Prime Wellness will always be engaged in charitable programs satisfying its mission and vision, including without limitation the implementation of policies regarding the special and charitable care and servicing of the following patients: State, Federal and Military Disability Patients; Cancer and AIDS Patients; Terminal Patients; and Elderly or Disabled Patients With No Means of Travel/Transportation. A goal and policy of Prime Wellness will be to strive to be a donor to other local community charities and nonprofits having missions similar to that of Prime Wellness.

Prime Wellness will support local charities by also donating to certain charities, foundations and/or other programs having a mission and vision similar to that of Prime Wellness, and will also work with production and other dispensary facilities to achieve this goal. Some of the charities, foundations and/or other programs intended to benefit from these donations include Komen Connecticut, Alliance for Living (New London), Foodshare of Greater Hartford, CT Food Bank (New Haven), Open Hearth (Hartford), Liberation Programs, Inc. - Ryan White/HIV Services and various community based (local) charities, and the Mandell Center for MS at St. Francis Care.

Donations to local organizations will be in the form of monetary charitable contributions but also by allowing our team members to volunteer their time and skills to other organizations, through participation to charity events (Cancer Walk, United Way), be active members on local organization boards, offer its facility or equipment resources to charities or be a connector for business related efforts and needs.

b. Local Businesses. Prime Wellness will reach out to other local businesses in the community by joining the local Chamber of Commerce and other retail and

manufacturing organizations. Prime Wellness will also prioritize participating in local business events and seminars, particularly with respect to participating in local business networking events and hosting local job fairs.

Prime Wellness also intends to patronize local businesses, offering selected businesses an opportunity to be a vendor of our company or be present in their employee or client communication.

c. Neighborhood Associations and Special Interest Groups. Prime Wellness will participate in meetings and events organized by local organizations to better understand local challenges, issues and opportunities of interest, as well as to facilitate a better understanding of Prime Wellness' structure, mission and vision, and available programs for the benefit of not only its own patients but also for such patients' communities and families. Prime Wellness intends to create a strong relationship with its patients' environment to not only help Prime Wellness' integration into the local community, but also to assist its patients and employees with general acceptance in their communities.

Prime Wellness will offer not only monetary assistance by sponsoring events and participating in fund-raising campaigns for selected community efforts but will also encourage its employees to be active by giving time and knowledge as well as participating in events and fund-raising campaigns.

d. Local Community Officials. Prime Wellness will continue to strengthen its relationship with community officials by meeting with officials and appearing before the local Councils and Boards demonstrating its involvement in the local community and bringing its experiences and resources to the community and its economy.

Our team will also make itself available to educational and job fair outreach efforts to the general public, and will provide status reports on the receptiveness of and interactions with local businesses, local charities, neighborhood groups, the local medical community and patients.

e. Local Healthcare Community. Prime Wellness intends to always be in communication with the local healthcare community and its representatives in order to facilitate education, awareness and integration with respect to Prime Wellness's services, products, seminars, research, studies, general patient receptiveness and reactions, in addition to always attempting to addressing their respective needs, concerns and questions. Seminars and group meetings will be emphasized and organized by Prime Wellness, including without limitation education and informative workshops conducted by special support groups (i.e., cancer patients, AIDS patients, rehabilitation centers) regarding therapies of medical cannabis in combination with other complementary and alternative medicines. Prime Wellness will intend to act as a referral source for patients to other local healthcare providers, and will encourage such local providers to participate in a monthly "Wellness Day" to render pro-bono care and services to certain, qualifying patients of Prime Wellness.



Prime Wellness is receptive to assisting new or ongoing medical studies and research and striving to help patients help themselves in a positive and compassionate way. Prime Wellness will do this by offering its patients the paid opportunity to participate in ongoing medical studies and research trials which, if agreed to, will be shared with member patients, their recommending physicians and the local medical community, all consistent with applicable laws and regulations, to stimulate the growing dialogue between the local medical cannabis community and the local conventional medical community.

f. Prime Wellness Foundation. Prime Wellness intends to establish a 501(c)3 non-profit foundation within the first year of its operation. This non-profit foundation will be managed by the Prime Wellness management and employee team as well as involving community thought leaders. It will have the goal to administer the charity giving policy of Prime Wellness and encourage charitable involvement and civic participation. The Prime Wellness Foundation will benefit from a regular contribution from Prime Wellness that will allocate a percentage of its annual proceeds to the Foundation (no less than three percent) to execute its mission and be a leader in the local community.

Prime Wellness is proud to be part of its local community and will make its best effort to participate in any way possible to its local social life and economy.

**QUESTION F.5.** *Substance Abuse Prevention Plan: Provide a detailed description of any plans you will undertake, if awarded a dispensary facility license, to combat substance abuse in Connecticut, including the extent to which you will partner, or otherwise work, with existing substance abuse programs.*

**RESPONSE F.5.**

Prime Wellness was created to become a multi-faceted respected and credible stakeholder in the State of Connecticut, in large part through its Medical Advisory Committee's education and awareness outreach plans to foster growing dialogue and understanding between the medical cannabis community and other community stakeholders such as the conventional medical community, law enforcement, local community, patients, etc. (collectively, the "Community Stakeholders"). As such, Prime Wellness believes that it has a corporate and social obligation to address certain matters of interest and/or concern to such Community Stakeholders where Prime Wellness possesses an appropriate area of expertise.

Through its Medical Advisory Committee, Prime Wellness does have exceptional expertise and invaluable experience in the area of combating and otherwise addressing substance abuse – and specifically within the State of Connecticut.

As such and in large part through its Medical Advisory Committee, Prime Wellness will undertake plans to combat substance abuse through education and awareness outreach as described hereinbelow. With respect to this specific area, Prime Wellness' Medical Advisory Committee will be led by Joanne Hoffman M.S., particularly in connection with the adoption and implementation of plans to combat substance abuse in coordination with various Community Stakeholders.

**Joanne Hoffman M.S. and Prime Wellness' Awareness of and Plans Relating to the Issue of Substance Abuse.**

Joanne is a Nutritionist and Exercise Physiologist who works with Connecticut patients in the Yale/Temple Cardiac Rehabilitation Program. She also runs her own company, EATS4LIFE LLC, where she provides individuals with personal nutritional and "healthy living" training.

Joanne became an active and well-known figure in PARENTS4ACHANGE, a Southington, Connecticut non-profit community based group, in 2009 when she had her own family crisis involving drug abuse. She actively assists in providing education, information, support and resources to parents and families of opiate addicted children and young adults. She has been featured on FOX news in speaking out against "K2" (synthetic marijuana) which is being abused by children in every town in Connecticut; she has presented her K2 "program" to the Connecticut State Legislature to great acclaim; and she performs such programs in conjunction with Connecticut State Police, Statewide Narcotics Task Force, Public Education Section. Joanne often states "When I speak, I tell our family's story. I educate about the different drugs that are being abused

and I discuss how it affects everyone in the community.” By way of background, the Statewide Narcotic Task Force Public Education Section’s main objective is to assist the State Police and local law enforcement in their substance abuse prevention educational efforts. The section also provides support to the Connecticut State Police Public Information Office Speaker's Bureau program by providing drug education presentations to Connecticut schools, senior centers, civic organizations and other groups.

Joanne is active in assisting with crisis calls from new families, holding meetings with new families to offer support and resources, and giving presentations with the Connecticut State Police Narcotics Task Force Educators throughout Connecticut on drug education and awareness. Behind Joanne’s guidance, Prime Wellness (and its Medical Advisory Committee) will support and continue similar work and outreach in the area of combating substance abuse, and will adopt and implement plans that continue to be aimed at:

1. understanding present drug threats and trends in the State of Connecticut;
2. providing information and education on the identification of possible substance abuse indicators by reviewing specific drug descriptions, effects, ingestion methods, types of packaging, and paraphernalia;
3. supporting and furthering the work of Joanne on educating, informing and providing support and resources to parents and families of opiate addicted children and young adults;
4. working with State and local law enforcement, elected officials and like-minded special interest groups assist in making Connecticut communities unfriendly environments with respect to illicit drug use and drug activity;
5. supporting and furthering the work of Joanne in the development of strategic approaches focused on awareness, education and communication in the effort to reduce the incidence and prevalence of substance abuse and related problems;
6. assisting State and local law enforcement departments in their substance abuse prevention educational efforts by way of sponsoring seminars, conducting research and studies, providing lectures, and/or charitable contributions as appropriate; and
7. providing community based educational programs to the towns and the families of the State of Connecticut so as to make one more positive difference for the benefit of our cities’ and towns’ residents.

Attached hereto, please find Joanne’s full resume, and examples of her various presentations and activities.

**Gilbert J. Fanciullo, MD, MS and Prime Wellness' Awareness of and Plans Relating to the Issue of Substance Abuse.**

Supporting Joanne and Prime Wellness in our education and awareness outreach plans to help combat and otherwise address the problematic issue substance abuse will also be the work and assistance of Gilbert J. Fanciullo, MD, MS. Dr. Fanciullo will join and support Joanne as the face of Prime Wellness in connection with the adoption and implementation of plans to combat substance abuse in coordination with various Community Stakeholders. Dr. Fanciullo and Prime Wellness will work towards trying to advance efforts to establish much needed guidelines (as described below) to help physicians and other providers identify the small albeit important subset of patients who may become addicted to marijuana. Although the risk of addiction to marijuana has been shown to be much smaller and less dangerous than the risk of addiction to opioids, Prime Wellness and its Medical Advisory Committee are always concerned with the reality that there are some patients who may be suffering from addiction, abuse or misuse of marijuana. As such, Prime Wellness' education and awareness outreach plans will not ignore such issues.

Dr. Fanciullo's expertise and the focus of a large percentage of his work over the last decade has been directed towards addressing the intersection between pain and addiction with regard to opioid use in patients being treated for chronic pain. Dr. Fanciullo was the principle author on the first scientific paper published in the United States that demonstrated urine toxicology testing of chronic pain patients being treated with opioids could help identify patients that were suffering from the disease addiction and could be effectively treated. He was the Chairperson, as mentioned in other sections of this application, of a national committee charged with creating guidelines for the use of opioids in chronic pain treatment. The primary focus of these three important scientific papers was to guide clinicians in the proper use of opioids in the context of the risks of addiction, diversion, abuse and misuse.

The risk of addiction to marijuana has been shown to be much smaller and less dangerous than the risk of addiction to opioids. Opioid addiction commonly leads to major morbidity and death while there are no proven long-term harmful physical effects associated with addiction to marijuana. Studies show the lifetime risk of addiction to opioids is 36% while the risk for marijuana is 9%. Treatment of addiction to marijuana is also much less problematic and far more successful than the treatment of addiction to opioids. Despite the relative safety of marijuana use compared to other commonly used drugs, it is still important to identify patients who may be suffering from addiction, abuse or misuse of marijuana. There are currently no guidelines to help physicians and other providers identify the small albeit important subset of patients who may become addicted to marijuana.

Dr. Fanciullo has called nationally for the publication of Guidelines addressing the use of Medical Marijuana and still believes this important. The purposes would be the following:

1. To help clinicians understand who is most likely to obtain benefit from the use of medical marijuana.
2. To ensure that clinicians understand and can educate their patients surrounding the potential risk and strategies to reduce the risk of use of medical marijuana.
3. To help clinicians identify patients who may suffer from the disease addiction and may become addicted to medical marijuana.
4. To help clinicians negotiate with issues such as workplace safety, driving, proper use, safeguarding their supply, overuse, pregnancy, use with other drugs, etc.
5. To help identify risk factors for patients considered for treatment with medical marijuana. For opioids these factors include prior history of addiction to other drugs, positive family history of addiction, history of sociopathy, major untreated psychiatric illness, cigarette smoking, etc. There are no known proven risk factors for developing risk of addiction to marijuana at this time but it is likely there is overlap.
6. To advise providers regarding the best treatment options if they suspect one of their patients has developed a problem with addiction

Dr. Fanciullo will take steps to try to obtain funding for the development of Guidelines and/or create enough interest among national medical organizations such that they will develop Guidelines. It is an expensive and time consuming venture but also an extremely important one.

### **Prime Wellness Best Practices.**

As indicated above, and as understood by Prime Wellness and its Medical Advisory Committee, medical cannabis is a natural, safe and beneficial treatment option for many debilitating conditions; however, the potential does exist for patients to become habituated or addicted to its use. Prime Wellness has an obligation to assist, and will assist, in patient understanding of the following:

#### **Signs of addictive use and dependence can include:**

- A heightened sense of visual, auditory and taste perception.
- Poor memory.
- Increased blood pressure and heart rate.
- Red eyes.
- Decreased coordination.
- Difficulty concentrating.
- Increased appetite.
- Slowed reaction time.

- Paranoid thinking.

Drug addiction symptoms or behaviors may include:

- Feeling that you have to use the drug more frequently.
- Failing in your attempts to stop using the drug.
- Making certain that you maintain a supply of the drug.
- Spending money on the drug, even though you can't afford it.
- Doing things to obtain the drug that you normally wouldn't do, such as stealing.
- Feeling that you need the drug to deal with your problems.
- Driving or doing other risky activities when you are under the influence of the drug.
- Focusing more and more time and energy on getting and using the drug.

When to see a doctor:

- If you think that your drug use is out of control or is causing problems, you should get help.
- The sooner that you seek help, the greater your chances will be for a successful recovery.
- Your family doctor may be a good place to start, or you may seek a mental health provider such as a psychologist or psychiatrist.

Make an appointment to see a doctor if:

- You can't stop using a drug.
- Your drug use has led to unsafe behavior.
- You think you may be having withdrawal symptoms.

If you're reluctant to approach a doctor, help lines or hotlines may be a good place to learn about treatment. You can find these lines listed in the phone book or on the Internet.

**JOANNE HOFFMAN M.S.**

14 Musket Drive  
North Haven, CT 06473  
PH: 203.915.5707  
FAX: 203.234.2088  
jhoffman@eats4life.com

**RELATED EXPERIENCE**

***PARENTS4ACHANGE*** \* Southington, CT.

Assists President with crisis calls from new families, holds meetings with new families to offer support and resources, gives presentations with State Police Narcotics Task Force Educators all over Connecticut on drug education and awareness. 2009-Present

\* Parents4achange focuses on educating, informing and providing support and resources to parents and families of opiate addicted children and young adults. We work with state and local authorities to make our communities unfriendly environments to drug use and drug activity.

***NORTH HAVEN SUBSTANCE ABUSE AND ACTION COUNCIL*** North Haven, CT.

Board Member. Participates in the development of a strategic approach focused on awareness, education and communication thereby reducing the incidence and prevalence of substance abuse and related problems in North Haven.

CoFounder of parent sub group of North Haven Substance Abuse and Action Council.

***PERSONAL***

Hands on experience with close family members with opiate addiction.

**EMPLOYMENT HISTORY**

***YALE/TEMPLE CARDIAC REHABILITATION*** Branford, New Haven, Cheshire, East Haven.

Exercise Physiologist / Nutrition Consultant. Duties include implementing and monitoring patients' exercise programs; monitoring heart rates and rhythms on telemetry units; documenting progress, monitoring blood pressures; teaching nutrition education classes and giving individual nutritional advice. 2007 – Present

***EATS4LIFE LLC*** North Haven, CT.

Owner / Personal Nutrition Consultant. Designs individual nutrition programs for those who are overweight, have high blood pressure, diabetes, or high cholesterol; educating and motivating clients. 2000-Present

**ROB NEVINS PERSONIZED WEIGHT CONTROL PROGRAMS, INC.**  
Woodbridge, CT

Personalized Nutrition Consultant: Duties included implementing nutrition programs to clients who were overweight, had high blood pressure, diabetes, or high cholesterol; educating and motivating clients; ongoing research and development of the Rob Nevins Weight Control Program. 1996- 2000

**NEW HAVEN JEWISH COMMUNITY CENTER** Woodbridge, CT.

Personal Trainer: Duties included working one on one conducting fitness evaluations; designing exercise programs based on goals and level of experience; educating and motivating clients; offering nutritional advice. 1994-1996

**CHIROPRACTIC AND PHYSICAL REHABILITATION CENTER OF BRANFORD**  
Branford, CT.

Exercise Physiologist: Responsible for running the Rehabilitation Center. Duties included Dynatron testing, Metrecom testing, Isokinetic and Fitness testing; designing and monitoring individualized exercise programs on computerized equipment for patients with various injuries and conditions. 1991 - 1994

**VA MEDICAL CENTER** West Haven, CT

Coordinator of the Employee Wellness Program: Duties included planning, scheduling and hiring staff to run fitness evaluations, supervise exercise programs, teach aerobics and give health related lectures. 1991

**MEDIFIT OF AMERICA** Stamford, CT

Fitness Specialist at the Pratt & Whitney Corporate Fitness Center in North Haven. Duties included conducting fitness evaluations and developing exercise prescriptions; creating, implementing and monitoring promotional and incentive programs; designing and leading exercise classes; conducting plant worksite exercise programs to reduce and prevent job related injuries; assisting with training of new staff and student interns. 1990

**SPA LADY** North Haven, CT

Training Director: Duties included coordination of the training program for the nine Spa lady clubs in Connecticut; running seminars on how our services relate to the improvement of various health problems; keeping our fitness consultants up-to-date on any new material pertaining to health and fitness; reviewing and evaluating every employee and assuring that each club adheres to all Spa Lady policies. 1987-1989

Service Coordinator: Duties included comprehensive evaluation of member's fitness through a selective testing program that I implemented. This was followed up by an individualized diet and exercise program. Other responsibilities included training and



evaluation of staff, coordination of various spa activities and daily administrative tasks.  
1985-1989

**EDUCATION**

Southern Connecticut State University: M.S. Physical Education with concentration in Human Performance. 1990

Southern Connecticut State University: B.S. Special Education. 1982

Lasell College A.S. Community Mental Health. 1979

**CERTIFICATIONS AND AFFILIATIONS**

Parents4achange

North Haven Substance Abuse and Action Council

Certified Trainer-Courageous Parenting 101, Courage to Speak Foundation

American College of Sports Medicine

American Red Cross: CPR

## NOT OUR KIDS....

In August of 2009, 5 days before she was to begin her college career at Bryant University, we found out that our daughter was addicted to Oxycontin. On the evening we confronted her about her drug use, she wanted to prove to us that she did not have a problem and agreed to go to Yale-New Haven Hospital and be evaluated. She was seen by a Psychiatrist, who after a 30 minute evaluation released her saying that ‘your daughter does not have a drug problem, though she is bipolar. Have her see a psychiatrist and be put on the proper meds. She will be fine to go to college’. We were thrilled. But we wanted to follow it up with an appointment with her Pediatrician. We received the same good news. We had also been told about a woman and her organization that helps families in crises. After talking with her, we knew there was more to Barbara’s problem. Over time, we became highly educated, not by any professionals, but by another mom who has lived this nightmare. Life as our family knew it, changed drastically. If we had sent our daughter away to school at that point, there is no doubt in our minds that she would be dead. As it turns out her addiction required her taking up to five 80mg of oxycontin a day. She told us how readily available drugs are in school. In middle schools, the drug of choice is prescription meds. Our daughter started in our medicine cabinet. HEROIN has become the drug of choice for many suburban teens in high school. It’s easier to get heroin than it is to get cigarettes or alcohol because you don’t need an ID, plus it’s only \$5 a bag. When they can’t afford the oxys anymore the next step is heroin.

As a mother of an addict who is in recovery, I want to share my experiences to try to educate others like me or to prevent others from going through what we have gone through. My daughter is a highly intelligent, high achieving, good kid. Then all of a sudden, we found out that she was abusing drugs. This can happen to you. It’s not about good kids/bad kids—good parents/bad parents. It’s about drugs and how they capture a person. My goal is to help other parents learn and become aware of how to prevent this from happening to them. It’s also about crisis management. If anyone has a child in crisis, I want them to know there is support. I also want to educate professional caregivers on the signs of drug abuse and give them resources that can really help.

I’m sharing my story because drug use affects every level of society regardless of race, color or creed. It doesn’t care where you live or how much money you make. No one is immune to it. If a child makes that one poor decision, he is opening the door to possible drug abuse and addiction.

# Drugs in Our Own Backyard

Our Kids:  
Prescription Drugs and  
Addiction

Dynamic Guest Speaker

**Joanne Hoffman**

**her family's struggle  
proactive parenting  
red flags  
statistics**

**YOUR CHILD-The New Face of Heroin?!  
DON'T SAY "NOT MY KID"**

Wednesday, Oct. 19, 2011

7:00 p.m. After the PTA meeting

Clintonville School

"Hope is not a strategy for drug  
prevention!"



**Hamden Chamber of Commerce  
Health & Wellness Committee and  
Hamden Public Schools  
present**

***Not My Kid... Not My Employee... Not my Friend***  
***An eye opening lecture about the latest trends in  
substance abuse and how you can see the signs.***

Sponsored by:



AT THE CORNER OF **HAPPY & HEALTHY®**

**Speaker: Wayne E. Kowal**

Dept. of Public Safety  
Connecticut State Police  
Statewide Narcotics Task Force  
Trainer/ Coordinator of Public Education

**Speaker: Joanne Hoffman**

Owner, Eats4Life  
Shares her personal story of  
family addiction.



**Location:**

**HAMDEN MIDDLE SCHOOL**

**Auditorium**

**2623 Dixwell Avenue, Hamden**



**Wednesday, October 23, 2013**

**5:00pm Registration | 5:30pm Presentation**

**Wayne Kowal** is the Coordinator of Public Education for the Connecticut State Police, Statewide Narcotics Task Force. He has been assigned to this position for four and a half years. He retired from active duty in 2006 as a Army Engineer Officer. The Statewide Narcotic Task Force Public Education Section's main objective is to assist State Police Troops and municipal police departments in their substance abuse prevention educational efforts. The section also provides support to the Connecticut State Police Public Information Office Speaker's Bureau program by providing drug education presentations to Connecticut schools, senior centers, civic organizations and other groups.

**Joanne Hoffman**, Owner of Eats4Life, a nutrition and consulting company, will share her personal story of her family's fight against her daughter's addiction to opiates. She will also discuss how to get help.

**Please RSVP to the Hamden Chamber of Commerce | Walk-In's Welcome**

**There is no charge for this event. Light refreshments will be served.**

**Free on-site babysitting service available.**

**Phone: 203-288-6431 | Email: [hcc@hamdenchamber.com](mailto:hcc@hamdenchamber.com)**

November 11, 2013

Mr. Thomas J. Nicholas, President  
Prime Wellness of Connecticut, LLC  
379 Quarry Brook Drive  
South Windsor, CT 06074

Dear Tom,

I'm writing this letter so that you can include it in your company's application to Connecticut's Medical Marijuana Program. I am the owner of property located at 75 John Fitch Boulevard, South Windsor, CT 06074. We have executed a lease on the site contingent upon receipt of all local and state approvals, specifically receipt of a license in the DCP's Medical Marijuana program.

I understand that your intended use for my property is a licensed Medical Marijuana facility and I approve of that use.

Best of luck in your quest for licensure and please keep me apprised of your progress.

Sincerely,

*Peter Churilo*

Peter Churilo, Owner  
75 John Fitch Blvd.  
South Windsor, CT 06074



**This Lease**, dated the 11th day of November, 2013

Parties

Between

Peter Churilo

hereinafter referred to as the Landlord, and

Prime Wellness of Connecticut, LLC

hereinafter referred to as the Tenant,

WITNESSETH: That landlord and Tenant do hereby enter into this lease under the Laws of the State of Connecticut and the Regulation of The Department of Consumer Protection concerning the Palliative Use of Marijuana Sections 21a-408-1 through 21a-408-70 inclusive.

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows, situated in the Town of South Windsor, County of Hartford and State of Connecticut.

Premises

73 John Fitch Boulevard  
South Windsor, CT

Term

The term of this demise shall be for five (5) years, beginning on the next business day after Tenant receives licensing, from the State of Connecticut Department of Consumer Protection for a medical marijuana dispensary, and ending five (5) years thereafter.

Rent

The rent for the demised term shall be \$12.75/sf NNN (\$3,400/month), which shall accrue at the yearly rate of \$40,800.00

Payment of Rent

The said rent is to be payable monthly in advance on the first day of each calendar month for the term hereof, in installments as follows:

\$3,400.00 per month

at the office of Peter Churilo, P.O. Box 98, South Windsor, CT 06074

or as may be otherwise directed by the Landlord in writing.

In addition to the rental payment as described above, Tennant shall pay an additional monthly administrative fee of \$25.00 (twenty-five dollars) to Landlord.

**THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:**

Peaceful Possession

*First.*-The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

Purpose

*Second.*-The Tenant covenants and agrees to use the demised premises as a medical marijuana dispensary or any other lawful purpose consistent with all State and Local rules and regulations and by-laws, and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon. Said consent shall not be unreasonably withheld.

Default in Payment of Rent

*Third.*-The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of the non-payment of said rent, or any installment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after written notice to Tenant, or if the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of the Tenant and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this lease, the Landlord, at its option,

Abandonment of Premises

Re-entry and Letting by Landlord

Tenant Liable for Deficiency

<p>Lien of Landlord to Secure Performance Attorney's Fees</p>	<p>may require the Tenant to pay such deficiency month by month, or may hold the Tenant in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the Tenant in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease. The Landlord shall have the right, as agent of the Tenant, to take possession of any furniture, fixtures or other personal property of the tenant found in or about the premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all reasonable attorney's fees and other reasonable expenses incurred by the Landlord in enforcing any of the obligations under this lease.</p>
<p>Sub-letting and Assignment</p>	<p><i>Fourth.</i>-The Tenant shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon, which consent shall not be unreasonably withheld.</p>
<p>Condition of Premises, Repairs</p>	<p><i>Fifth.</i>-The Tenant has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of the said premises. The Tenant shall keep the demised premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in repair and good appearance. The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to said premises without the prior written consent of the Landlord. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or a part of which are on the ground floor, the Tenant further agrees to keep the sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions, snow and ice. Landlord agrees to deliver the premises free of any mold, toxic or hazardous substances, all floors stripped of tiles, and in a clean, buildable condition.</p>
<p>Alterations and Improvements</p>	
<p>Sanitation Inflammable Materials</p>	
<p>Sidewalks</p>	
<p>Mechanics' Liens</p>	<p><i>Sixth.</i>-In the event that any mechanics' lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, and remains uncured after thirty (30) days' written notice to Tenant, the Landlord, at its option, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said lien, as additional rent hereunder.</p>
<p>Glass</p>	<p><i>Seventh.</i>-The Tenant agrees to replace at the Tenant's expense any and all glass which may become broken in and on the demised premises, unless such damage is caused by the Landlord, the Landlord's agents, servants and employees, in which case it shall become the Landlord's responsibility. Plate glass and mirrors, if any, shall be insured by the Tenant at their full insurable value in a company satisfactory to the Landlord. Said policy shall be of the full premium type, and shall be deposited with the Landlord or its agent.</p>
<p>Liability of Landlord</p>	<p><i>Eighth.</i>- Unless caused by acts, omissions or negligence by the Landlord, Landlord's agents, servants or employees, the Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.</p>
<p>Services and Utilities</p>	<p><i>Ninth.</i>-Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: water by the Tenant; gas by the Tenant; electricity by the Tenant; heat by the Tenant; refrigeration by the Tenant; hot water by the Tenant.</p>
<p>Right to Inspect and Exhibit</p>	<p>The Landlord shall not be liable for any interruption or delay in any of the above services for any reason, unless caused by acts, omissions or negligence by the Landlord. All utilities furnished to the demised premises shall be metered separately. The Landlord shall be responsible for the cost of separate metering if not yet installed.</p>
	<p><i>Tenth.</i>-The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the premises a suitable "For Lease" sign. Prior to any such entry, Landlord shall give prior notice to Tenant. Upon receipt of such notice, Tenant shall notify the Connecticut Department of Consumer Protection in order to obtain approval for the Landlord to enter the demised premises in accordance with the State of Connecticut rules and regulations governing such medical marijuana dispensaries. Landlord shall not enter the demised premises until such approval has been obtained. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the premises to prospective tenants, and may place the usual "To Let" signs thereon.</p>
<p>Damage by</p>	<p><i>Eleventh.</i>-In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the</p>



Fire,  
Explosion, The  
elements or  
otherwise

premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Observation of  
Laws,  
Ordinances,  
Rules and  
Regulations

*Twelfth.*- Both the Tenant and the Landlord shall observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

Signs

*Thirteenth.*-No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord. Said approval shall not be unreasonably withheld.

Subordination  
to Mortgages  
and Deeds of  
Trust

*Fourteenth.*-This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

Rules and  
Regulations of  
Landlord

*Fifteenth.*-The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the landlord, shall be observed by the Tenant and by the tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.

Violation of  
Covenants,  
Forfeiture of  
Lease, Re-  
entry by  
Landlord

*Sixteenth.*-In case of violation by the Tenant of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be reasonably established by the Landlord, and upon failure to discontinue such violation within thirty (30) days after notice thereof given to the Tenant, this lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

Non-waiver of  
Breach

Notices

*Seventeenth.*-All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the Tenant at the demised premises. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place hereinbefore designated for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

Bankruptcy,  
Insolvency,  
Assignment for  
Benefit of  
Creditors

*Eighteenth.*-It is further agreed that if at any time during the term of this lease the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant and such act continues or is unresolved after receipt of thirty (30) days' written notice by the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the Part of the Tenant, or the Tenant's legal representatives.

Holding Over  
by Tenant

*Nineteenth.*-In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not vacated at the end of his term, and thereupon be

entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.

**Eminent Domain, Condemnation**

*Twentieth*-If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

**Security**

*Twenty-first*.-The Tenant has this day deposited with the Landlord the sum of \$6,800.00 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

**Arbitration**

*Twenty-second*.-Any dispute arising under this lease shall be settled by arbitration. Then Landlord and Tenant shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto.

**Delivery of Lease**

*Twenty-third*.-No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant. This lease and the parties' obligations hereunder are contingent upon Tenant receiving all required licensing from the State of Connecticut Department of Consumer Protection to conduct a medical marijuana dispensary business on the demised premises. The lease shall be executed by both parties and held in escrow until Tenant's receipt of such licensing.

**Lease Provisions Not Exclusive**

*Twenty-fourth*.-The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

**Binding Heirs, Successors, Etc.**

*Twenty-fifth*.-All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

*Twenty-sixth*.-This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

*Twenty-seventh*.-This instrument may not be changed orally.

*Twenty-eighth*.- Tenant shall have the option to extend this lease for up to three additional five (5) year terms by notifying Landlord in writing six (6) months prior to the expiration of the then current term. Rent shall be adjusted for each additional five-year period, with the adjustment factor to be determined by the percentage increase in the annual Consumer Price Index (CPI) applicable for the City of South Windsor, Connecticut. Any increases shall not to exceed 3% from the last term's rental payment. In addition, the Tenant shall have a right of first refusal to lease the adjacent property of 73 B John Fitch Blvd., South Windsor CT 06074.

*Twenty-ninth*.-Landlord Work: Roof and all rotted or damaged wooden soffit and fascia boards shall be replaced at Landlord's sole expense, within one hundred twenty (120) days of consummation of the lease. In addition, any hazardous materials must be removed from the site. Site shall be delivered in a clean building condition.

*Thirtieth*.- Landlord guarantees HVAC to be in working order for ninety (90) days from occupancy by Tenant. Landlord further guarantees that the air conditioning system shall be in working order for ninety (90) days commencing June 1<sup>st</sup> of the first year of this lease.

*Thirty-first*.- Tenant shall obtain a \$1,000,000 of commercial liability insurance policy naming Peter Churilo as an additional insured upon commencement of the Lease.

*Thirty-second* – Notwithstanding the terms and obligations contained herein, the parties agree that this lease shall be governed by the rules and regulations promulgated by the State of Connecticut Department of Consumer Protection governing medical marijuana dispensaries, and both parties agree to fully comply with said rules and regulations.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

Witness:

Peter Churilo (SEAL)  
Landlord

By:

James Michael  
Prime Wellness of Connecticut LLC (SEAL)  
Tenant

#### GUARANTY

In consideration of the execution of the within lease by the Landlord, at the request of the undersigned and in reliance of this guaranty, the undersigned hereby guarantees unto the Landlord, its successors and assigns, the prompt payment of all rent and the performance of all of the terms, covenants and conditions provided in said lease, hereby waiving all notice of default, and consenting to any extensions of time or changes in the manner of payment or performance of any of the terms and conditions of the said lease the Landlord may grant the Tenant, and further consenting to the assignment and the successive assignments of the said lease, and any modifications thereof, including the sub-letting and changing of the use of the demised premises, all without notice to be undersigned. The undersigned agrees to pay the Landlord all expenses incurred in enforcing the obligations of the Tenant under the within lease and in enforcing this guaranty.

Witness:

(SEAL)

(SEAL)

Date:

#### ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT

For value received the undersigned Tenant hereby assigns all of said Tenant's right, title and interest in and to [redacted] the within lease from and after [redacted] unto [redacted] heirs, successors, and assigns, the demised premises to be used and occupied for [redacted] and for no other purpose, it being expressly agreed that this assignment shall not in any manner relieve the undersigned assignor from liability upon any of the covenants of this lease.

Witness:

(SEAL)

(SEAL)

Date:

In consideration of the above assignment and the written consent of the Landlord thereto, the undersigned assignee, [redacted] hereby assumes and agrees from and after [redacted] to make all payments and to perform all covenants and conditions provided in the within lease by the Tenant therein to be made and performed.

Witness: \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

**CONSENT TO ASSIGNMENT**

The undersigned Landlord hereby consents to the assignment of the within lease to [redacted] on the express conditions that the original Tenant [redacted], the assignor, herein, shall remain liable for the prompt payment of the rent and the performance of the covenants provided in the said lease by the Tenant to be made and performed, and that no further assignment of said lease or sub-letting of any part of the premises thereby demised shall be made without the prior written consent of the undersigned Landlord.

\_\_\_\_\_  
Landlord

Date: \_\_\_\_\_

By: \_\_\_\_\_

## ADDENDUM TO LEASE

BY AND BETWEEN

PETER CHURILO, LANDLORD  
AND  
PRIME WELLNESS OF CONNECTICUT, LLC, TENANT

The following terms and provisions shall be incorporated into the Lease Agreement and any conflicts between the provisions and this Addendum and the Lease Agreement shall be resolved in accordance with the terms and provisions of this Addendum:

1. Parking: Tenant, Tenant's servants, employees and business invitees, shall have the exclusive right to sixteen (16) parking spaces adjacent to the Demised Premises. The exact location of the parking spaces shall be mutually agreed upon by the parties and shall be solely dedicated for use by the Tenant.
2. Repairs: The fifth paragraph of the original Lease shall be modified by adding the following language:
  - a. Prior to Tenant's occupancy of the Demised Premises, Landlord shall install a new roof and replace and repair all rotted and damaged fascia boards. During the term hereof, the Landlord shall be responsible to repair and maintain, at his expense, the exterior structural portions of the Demised Premises, including the exterior walls (not including window glass, doors or exterior paint), foundation and roof.
  - b. Tenant shall repair, maintain or replace, at its expense, the entire interior of the Demised Premises, including the mechanical, electrical and plumbing systems, floors, doors, door closer, gas (if applicable), exterior awnings, glass doors, electrical, railings, plumbing, septic, and sprinkler systems. Tenant shall maintain, repair and/or replace, at its expense, sign poles and upgrades. Tenant shall also be responsible for any required repairs to and/or replacement of heating and air conditioning systems servicing the Demised Premises, except during the ninety day heating and cooling periods as stated in the lease. Tenant shall further be responsible to repair and pay for any other damaged property, if such damage is caused by acts or omissions of the Tenant, its agents, employees or invitees. Tenant shall also maintain adequate fire extinguishing equipment in good working order on the Demised Premises at all times. Tenant shall maintain exit lights or any other items to do with the Demised Premises in accordance with State and Town code regulations. Tenant shall provide Landlord with a yearly service contract for the HVAC system, with a licensed contractor. Sewer or septic lines are part of the common charges except tenant agrees to pay a maximum of \$1,000 (one thousand dollars) for municipal sewer connection to the Demised Premises if required.
  - c. Subject to the provisions below, the parties agree that Tenant shall not place any satellite dishes or other mechanical items on the roof of the Demised Premises, except upon prior written permission of Landlord, which permission shall not be unreasonably withheld, provided that the Tenant must provide proof to the Landlord that the contractor hired by Tenant to perform said work is licensed and insured.

If Tenant places any satellite dishes or other mechanical items in the roof above the demised premises, and if the existence of said items, or the repair and/or replacement of said items causes damage to the roof, Tenant shall reimburse the Landlord, Peter L. Churilo, 100% (one hundred percent) of the costs for said roof repairs. Landlord also has the option of inspecting the heating, air conditioning and sprinkler units (if installed) on a yearly basis to ensure that no damage occurs to the units and to ensure that they are properly repaired.

d. Notwithstanding the terms and provisions contained in Paragraph 2 of the Addendum to Lease to the contrary, in no event shall Tenant be liable for any damages to the Demised Premises caused by actions, omissions or act or negligence of Landlord, his agents, contractors or employees, in which event Landlord agrees to make such repairs at Landlord's sole expense. In the event Landlord's repairs to the Demised Premises shall cause Tenant to close Tenant's business during normal business hours after a period greater than twenty-four (24) hours, then Tenant's base rent shall be abated proportionately for a period of time beyond the initial twenty-four (24) hours for which the Tenant's premises are closed due to Landlord's repairs.

3. Subordination of Lease:

a. This Lease and all rights of Tenant hereunder are, and shall be, subject and subordinate to any mortgages, deeds of trust (including blanket mortgages or deeds of trust covering the Demised Premises and/or the Shopping Center and/or other properties) or any other security interest which has been or which hereinafter may affect the Demised Premises, and to any ground or underlying leases of all or part of the Shopping Center, and to any renewals, modifications, consolidations, replacements and extensions thereof (hereinafter collectively referred to as "Landlord's Financing"). Tenant acknowledges that the interest of Landlord under this Lease may be assigned by Landlord as collateral security to any of the foregoing parties' holding interests to which this Lease is subject and subordinating. In the event of foreclosure of any such interest, or termination of any such ground or underlying lease, or in the event of an exercise of the power of sale under any mortgage or other security interest made by Landlord covering the premises of which the Demised Premises forms a part, Tenant shall, at the sole and reasonable direction of any such party, recognize the rights of any such party under and pursuant to the provisions of such collateral assignment, and Tenant shall be deemed to have automatically acknowledged the purchaser or purchasers upon any foreclosure or sale, and recognized any such purchaser or purchasers as the Landlord under this Lease. This Lease shall, unless Landlord elects otherwise, be subordinate to the lien of any first mortgage which may be placed on the premises. Tenant shall execute within ten business (10) days of its receipt of all appropriate documents reasonably requested by the prospective mortgagee to effectuate the provisions of said subordination.

b. The provisions above shall be self-operative, but Tenant agrees that it shall, within ten business (10) days following the request, execute, acknowledge and deliver to Landlord any instruments reasonably required to subordinate this Lease and Tenant's rights hereunder, as aforesaid, said instruments to be in the form reasonably required by any mortgagee, ground lessor or other secured party.

c. Tenant shall, at any time and from time to time, upon not less than ten business (10) days prior notice, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not Landlord is in default, and containing any other statements or certifications reasonably required by a mortgagee and/or ground lessor and/or other secured party, it being intended that any statement or certification delivered pursuant to this section may be relied upon by any party to whom it may be delivered by Landlord.

4. Utilities: Prior to the commencement of the Lease, all utility services to the Demised Premises shall be separately metered. Tenant shall be responsible for the cost of supplying all utilities, including heat and electric to the subject premises. Tenant shall be responsible for thirty-two (32%) percent of the electric bill for outside lighting in the common areas of the premises.

5. Plate Glass Insurance and Replacement of Glass: In the event that the Demised Premises shall contain display windows, Tenant, at its own expense, shall obtain and continue to

carry during the term of this Lease, plate glass insurance in amounts sufficient to cover the cost of replacing any damaged plate glass and shall furnish to Landlord a certificate of insurance therefor. Tenant shall, at its own expense, replace all damaged and/or broken glass and doors.

6. Tax and Insurance Escalation: As used in this Paragraph 6 of the Addendum to Lease, the following words and phrases have the following meanings:

a. Taxes shall mean all taxes, and assessments (whether of a regular or special nature) which may be assessed or imposed against the Entire Premises of which the Demised Premises are a part, whether said sums are payable to the Town of South Windsor, Connecticut, or to any other governmental taxing authority having jurisdiction over the Entire Premises. It shall also include any future tax that may be imposed on Landlord, which is in addition to, or in lieu of, real property taxes as presently assessed. Insurance shall mean all premiums for fire and extended coverage and public liability incurred by Landlord with regard to the building and land containing the Demised Premises.

b. Base Expenses shall mean the taxes assessed and payable to the Town of South Windsor, Connecticut, and insurance for the calendar year of 2013.

c. Commencing with the Base Expense for the year 2013, and for each calendar year thereafter during the term of this Lease, Tenant shall pay its proportionate share of the Taxes and Insurance in excess of the Base Expense. Tenant's proportionate share shall be thirty-two (32%) percent of such Base Expense. If any Increase is caused by expansion of the buildings of the Entire Premises, or construction of new buildings thereon, such increase shall not be deemed additional expenses, but instead, the insurance premiums and taxes assessed against any new buildings or expanded buildings shall thereafter be added to the Base Expense and Tenant's proportionate share shall be re-computed.

Any sum payable by Tenant pursuant to this Article shall be deemed additional rent and shall be due and payable within ten business (10) days after Landlord notifies Tenant of the sum due hereunder, together with a general computation of said sum. Landlord shall permit Tenant to examine all tax and insurance bills at Landlord's Office. Any sums due under this Article during the last lease year shall be prorated and shall be paid thirty (30) days prior to the end of the lease term and any sum due for the calendar year 2013 shall also be prorated.

In the event the Landlord becomes liable to pay a rent tax or any similar tax, which is computed as a percentage of Tenant's rental payments hereunder, Tenant agrees to pay such tax. Payment shall be made within ten business (10) days after Landlord bills Tenant for the same.

7. Operating Costs:

a. Subject to the provisions contained in Paragraph 2b. of this Addendum to Lease, and subject to the provisions below, it is agreed as follows: Tenant shall pay Landlord as additional rent, thirty-two (32%) percent of Landlord's operating expenses applicable to the Entire Premises of which the Demised Premises are a part. Such payment shall be payable within thirty (30) days after the presentation by Landlord to Tenant of a written computation amount due hereunder. For the purpose of this paragraph only, the Entire Premises shall include the entire building in which the Demised Premises are contained and one and one-quarter (1.25) acres situated in the Town of South Windsor, Connecticut, at 69-75 John Fitch Boulevard. Operating expenses shall include ground maintenance, parking lot maintenance to be mutually agreed upon by Tenant and Landlord in the Spring of 2014, curb and driveway maintenance and repair, lighting expenses for the parking lot, snow removal, landscaping, maintenance and repair of planter boxes, maintenance and repair of walkways, maintenance and repair of railings, and maintenance and repair of entrance and exit doors to the Demised Premises.

b. Landlord shall pay one hundred (100%) percent of any sewer assessment levied by the Town of South Windsor and/or the Metropolitan District Commission concerning the real property known as 69-75 John Fitch Boulevard, South Windsor, Connecticut.

c. Tenant shall pay to Landlord as additional rent, thirty-two (32%) percent of the costs of maintaining and/or replacing the "Plaza" sign and the brick archway which surrounds said sign. Tenant shall pay to Landlord as additional rent thirty-two (32%) percent of any costs required to repair and maintain the septic tank and leaching fields servicing the Entire Premises of which the Demised Premises are a part. Payments due from Tenant pursuant to Articles above shall be made by Tenant in the same manner as provided above.

8. Loitering: Tenant shall prevent any of its employees, customers, patrons or invitees from (a) causing annoyance or disturbance to other Tenants; or (b) loitering in or about the common areas. Alcohol consumption is prohibited on the Entire Premises and parking lot.

9. Late Charge: Tenant agrees to pay a late charge equal to five (5%) percent of any installment due hereunder (including basic rent, taxes, operating costs and any other monies due as additional rent) if not paid within ten (10) days of Tenant's receipt of written notice of non-payment. Tenant agrees to pay a fee of Fifty (\$50.00) Dollars, plus late fee, for any checks returned for insufficient funds.

PRIME WELLNESS OF CONNECTICUT, LLC  
Tenant

Peter Churilo  
Peter Churilo, Landlord

By Thomas J. Nicholas  
Thomas J. Nicholas, Manager



November 11, 2013

Mr. Thomas J. Nicholas, President  
Prime Wellness of Connecticut, LLC  
379 Quarry Brook Drive  
South Windsor, CT 06074

Dear Tom,

I'm writing this letter so that you can include it in your company's application to Connecticut's Medical Marijuana Program. I am the owner of property located at 75 John Fitch Boulevard, South Windsor, CT 06074. We have executed a lease on the site contingent upon receipt of all local and state approvals, specifically receipt of a license in the DCP's Medical Marijuana program.

I understand that your intended use for my property is a licensed Medical Marijuana facility and I approve of that use.

Best of luck in your quest for licensure and please keep me apprised of your progress.

Sincerely,

*Peter Churilo*

Peter Churilo, Owner  
75 John Fitch Blvd.  
South Windsor, CT 06074



**This Lease**, dated the 11th day of November, 2013

Parties

Between

Peter Churilo

hereinafter referred to as the Landlord, and

Prime Wellness of Connecticut, LLC

hereinafter referred to as the Tenant,

WITNESSETH: That landlord and Tenant do hereby enter into this lease under the Laws of the State of Connecticut and the Regulation of The Department of Consumer Protection concerning the Palliative Use of Marijuana Sections 21a-408-1 through 21a-408-70 inclusive.

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows, situated in the Town of South Windsor, County of Hartford and State of Connecticut.

Premises

73 John Fitch Boulevard  
South Windsor, CT

Term

The term of this demise shall be for five (5) years, beginning on the next business day after Tenant receives licensing, from the State of Connecticut Department of Consumer Protection for a medical marijuana dispensary, and ending five (5) years thereafter.

Rent

The rent for the demised term shall be \$12.75/sf NNN (\$3,400/month), which shall accrue at the yearly rate of \$40,800.00

Payment of Rent

The said rent is to be payable monthly in advance on the first day of each calendar month for the term hereof, in installments as follows:

\$3,400.00 per month

at the office of Peter Churilo, P.O. Box 98, South Windsor, CT 06074

or as may be otherwise directed by the Landlord in writing.

In addition to the rental payment as described above, Tennant shall pay an additional monthly administrative fee of \$25.00 (twenty-five dollars) to Landlord.

**THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:**

Peaceful Possession

*First.*-The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

Purpose

*Second.*-The Tenant covenants and agrees to use the demised premises as a medical marijuana dispensary or any other lawful purpose consistent with all State and Local rules and regulations and by-laws, and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon. Said consent shall not be unreasonably withheld.

Default in Payment of Rent

*Third.*-The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of the non-payment of said rent, or any installment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after written notice to Tenant, or if the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of the Tenant and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this lease, the Landlord, at its option,

Abandonment of Premises

Re-entry and Letting by Landlord

Tenant Liable for Deficiency

<p>Lien of Landlord to Secure Performance Attorney's Fees</p>	<p>may require the Tenant to pay such deficiency month by month, or may hold the Tenant in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the Tenant in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease. The Landlord shall have the right, as agent of the Tenant, to take possession of any furniture, fixtures or other personal property of the tenant found in or about the premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all reasonable attorney's fees and other reasonable expenses incurred by the Landlord in enforcing any of the obligations under this lease.</p>
<p>Sub-letting and Assignment</p>	<p><i>Fourth.</i>-The Tenant shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon, which consent shall not be unreasonably withheld.</p>
<p>Condition of Premises, Repairs</p>	<p><i>Fifth.</i>-The Tenant has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of the said premises. The Tenant shall keep the demised premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in repair and good appearance. The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to said premises without the prior written consent of the Landlord. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or a part of which are on the ground floor, the Tenant further agrees to keep the sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions, snow and ice. Landlord agrees to deliver the premises free of any mold, toxic or hazardous substances, all floors stripped of tiles, and in a clean, buildable condition.</p>
<p>Alterations and Improvements</p>	
<p>Sanitation Inflammable Materials</p>	
<p>Sidewalks</p>	
<p>Mechanics' Liens</p>	<p><i>Sixth.</i>-In the event that any mechanics' lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, and remains uncured after thirty (30) days' written notice to Tenant, the Landlord, at its option, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said lien, as additional rent hereunder.</p>
<p>Glass</p>	<p><i>Seventh.</i>-The Tenant agrees to replace at the Tenant's expense any and all glass which may become broken in and on the demised premises, unless such damage is caused by the Landlord, the Landlord's agents, servants and employees, in which case it shall become the Landlord's responsibility. Plate glass and mirrors, if any, shall be insured by the Tenant at their full insurable value in a company satisfactory to the Landlord. Said policy shall be of the full premium type, and shall be deposited with the Landlord or its agent.</p>
<p>Liability of Landlord</p>	<p><i>Eighth.</i>- Unless caused by acts, omissions or negligence by the Landlord, Landlord's agents, servants or employees, the Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.</p>
<p>Services and Utilities</p>	<p><i>Ninth.</i>-Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: water by the Tenant; gas by the Tenant; electricity by the Tenant; heat by the Tenant; refrigeration by the Tenant; hot water by the Tenant.</p>
<p>Right to Inspect and Exhibit</p>	<p>The Landlord shall not be liable for any interruption or delay in any of the above services for any reason, unless caused by acts, omissions or negligence by the Landlord. All utilities furnished to the demised premises shall be metered separately. The Landlord shall be responsible for the cost of separate metering if not yet installed.</p>
	<p><i>Tenth.</i>-The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the premises a suitable "For Lease" sign. Prior to any such entry, Landlord shall give prior notice to Tenant. Upon receipt of such notice, Tenant shall notify the Connecticut Department of Consumer Protection in order to obtain approval for the Landlord to enter the demised premises in accordance with the State of Connecticut rules and regulations governing such medical marijuana dispensaries. Landlord shall not enter the demised premises until such approval has been obtained. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the premises to prospective tenants, and may place the usual "To Let" signs thereon.</p>
<p>Damage by</p>	<p><i>Eleventh.</i>-In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the</p>

Fire,  
Explosion, The  
elements or  
otherwise

premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Observation of  
Laws,  
Ordinances,  
Rules and  
Regulations

*Twelfth.*- Both the Tenant and the Landlord shall observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

Signs

*Thirteenth.*-No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord. Said approval shall not be unreasonably withheld.

Subordination  
to Mortgages  
and Deeds of  
Trust

*Fourteenth.*-This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

Rules and  
Regulations of  
Landlord

*Fifteenth.*-The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the landlord, shall be observed by the Tenant and by the tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.

Violation of  
Covenants,  
Forfeiture of  
Lease, Re-  
entry by  
Landlord

*Sixteenth.*-In case of violation by the Tenant of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be reasonably established by the Landlord, and upon failure to discontinue such violation within thirty (30) days after notice thereof given to the Tenant, this lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

Non-waiver of  
Breach

Notices

*Seventeenth.*-All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the Tenant at the demised premises. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place hereinbefore designated for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

Bankruptcy,  
Insolvency,  
Assignment for  
Benefit of  
Creditors

*Eighteenth.*-It is further agreed that if at any time during the term of this lease the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant and such act continues or is unresolved after receipt of thirty (30) days' written notice by the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the Part of the Tenant, or the Tenant's legal representatives.

Holding Over  
by Tenant

*Nineteenth.*-In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not vacated at the end of his term, and thereupon be

entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.

**Eminent Domain, Condemnation**

*Twentieth*-If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

**Security**

*Twenty-first*.-The Tenant has this day deposited with the Landlord the sum of \$6,800.00 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

**Arbitration**

*Twenty-second*.-Any dispute arising under this lease shall be settled by arbitration. Then Landlord and Tenant shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto.

**Delivery of Lease**

*Twenty-third*.-No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant. This lease and the parties' obligations hereunder are contingent upon Tenant receiving all required licensing from the State of Connecticut Department of Consumer Protection to conduct a medical marijuana dispensary business on the demised premises. The lease shall be executed by both parties and held in escrow until Tenant's receipt of such licensing.

**Lease Provisions Not Exclusive**

*Twenty-fourth*.-The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

**Binding Heirs, Successors, Etc.**

*Twenty-fifth*.-All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

*Twenty-sixth*.-This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

*Twenty-seventh*.-This instrument may not be changed orally.

*Twenty-eighth*.- Tenant shall have the option to extend this lease for up to three additional five (5) year terms by notifying Landlord in writing six (6) months prior to the expiration of the then current term. Rent shall be adjusted for each additional five-year period, with the adjustment factor to be determined by the percentage increase in the annual Consumer Price Index (CPI) applicable for the City of South Windsor, Connecticut. Any increases shall not to exceed 3% from the last term's rental payment. In addition, the Tenant shall have a right of first refusal to lease the adjacent property of 73 B John Fitch Blvd., South Windsor CT 06074.

*Twenty-ninth*.-Landlord Work: Roof and all rotted or damaged wooden soffit and fascia boards shall be replaced at Landlord's sole expense, within one hundred twenty (120) days of consummation of the lease. In addition, any hazardous materials must be removed from the site. Site shall be delivered in a clean building condition.

*Thirtieth*.- Landlord guarantees HVAC to be in working order for ninety (90) days from occupancy by Tenant. Landlord further guarantees that the air conditioning system shall be in working order for ninety (90) days commencing June 1<sup>st</sup> of the first year of this lease.

*Thirty-first*.- Tenant shall obtain a \$1,000,000 of commercial liability insurance policy naming Peter Churilo as an additional insured upon commencement of the Lease.

*Thirty-second* – Notwithstanding the terms and obligations contained herein, the parties agree that this lease shall be governed by the rules and regulations promulgated by the State of Connecticut Department of Consumer Protection governing medical marijuana dispensaries, and both parties agree to fully comply with said rules and regulations.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

Witness:

Peter Churilo (SEAL)  
Landlord

By:

James Michael  
Prime Wellness of Connecticut LLC (SEAL)  
Tenant

#### GUARANTY

In consideration of the execution of the within lease by the Landlord, at the request of the undersigned and in reliance of this guaranty, the undersigned hereby guarantees unto the Landlord, its successors and assigns, the prompt payment of all rent and the performance of all of the terms, covenants and conditions provided in said lease, hereby waiving all notice of default, and consenting to any extensions of time or changes in the manner of payment or performance of any of the terms and conditions of the said lease the Landlord may grant the Tenant, and further consenting to the assignment and the successive assignments of the said lease, and any modifications thereof, including the sub-letting and changing of the use of the demised premises, all without notice to be undersigned. The undersigned agrees to pay the Landlord all expenses incurred in enforcing the obligations of the Tenant under the within lease and in enforcing this guaranty.

Witness:

(SEAL)

(SEAL)

Date:

#### ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT

For value received the undersigned Tenant hereby assigns all of said Tenant's right, title and interest in and to [redacted] the within lease from and after [redacted] unto [redacted] heirs, successors, and assigns, the demised premises to be used and occupied for [redacted] and for no other purpose, it being expressly agreed that this assignment shall not in any manner relieve the undersigned assignor from liability upon any of the covenants of this lease.

Witness:

(SEAL)

(SEAL)

Date:

In consideration of the above assignment and the written consent of the Landlord thereto, the undersigned assignee, [REDACTED] hereby assumes and agrees from and after [REDACTED] to make all payments and to perform all covenants and conditions provided in the within lease by the Tenant therein to be made and performed.

Witness:

(SEAL)

Date:

**CONSENT TO ASSIGNMENT**

The undersigned Landlord hereby consents to the assignment of the within lease to [REDACTED] on the express conditions that the original Tenant [REDACTED], the assignor, herein, shall remain liable for the prompt payment of the rent and the performance of the covenants provided in the said lease by the Tenant to be made and performed, and that no further assignment of said lease or sub-letting of any part of the premises thereby demised shall be made without the prior written consent of the undersigned Landlord.

Landlord

Date:

By:



## ADDENDUM TO LEASE

BY AND BETWEEN

PETER CHURILO, LANDLORD  
AND  
PRIME WELLNESS OF CONNECTICUT, LLC, TENANT

The following terms and provisions shall be incorporated into the Lease Agreement and any conflicts between the provisions and this Addendum and the Lease Agreement shall be resolved in accordance with the terms and provisions of this Addendum:

1. Parking: Tenant, Tenant's servants, employees and business invitees, shall have the exclusive right to sixteen (16) parking spaces adjacent to the Demised Premises. The exact location of the parking spaces shall be mutually agreed upon by the parties and shall be solely dedicated for use by the Tenant.
2. Repairs: The fifth paragraph of the original Lease shall be modified by adding the following language:
  - a. Prior to Tenant's occupancy of the Demised Premises, Landlord shall install a new roof and replace and repair all rotted and damaged fascia boards. During the term hereof, the Landlord shall be responsible to repair and maintain, at his expense, the exterior structural portions of the Demised Premises, including the exterior walls (not including window glass, doors or exterior paint), foundation and roof.
  - b. Tenant shall repair, maintain or replace, at its expense, the entire interior of the Demised Premises, including the mechanical, electrical and plumbing systems, floors, doors, door closer, gas (if applicable), exterior awnings, glass doors, electrical, railings, plumbing, septic, and sprinkler systems. Tenant shall maintain, repair and/or replace, at its expense, sign poles and upgrades. Tenant shall also be responsible for any required repairs to and/or replacement of heating and air conditioning systems servicing the Demised Premises, except during the ninety day heating and cooling periods as stated in the lease. Tenant shall further be responsible to repair and pay for any other damaged property, if such damage is caused by acts or omissions of the Tenant, its agents, employees or invitees. Tenant shall also maintain adequate fire extinguishing equipment in good working order on the Demised Premises at all times. Tenant shall maintain exit lights or any other items to do with the Demised Premises in accordance with State and Town code regulations. Tenant shall provide Landlord with a yearly service contract for the HVAC system, with a licensed contractor. Sewer or septic lines are part of the common charges except tenant agrees to pay a maximum of \$1,000 (one thousand dollars) for municipal sewer connection to the Demised Premises if required.
  - c. Subject to the provisions below, the parties agree that Tenant shall not place any satellite dishes or other mechanical items on the roof of the Demised Premises, except upon prior written permission of Landlord, which permission shall not be unreasonably withheld, provided that the Tenant must provide proof to the Landlord that the contractor hired by Tenant to perform said work is licensed and insured.

If Tenant places any satellite dishes or other mechanical items in the roof above the demised premises, and if the existence of said items, or the repair and/or replacement of said items causes damage to the roof, Tenant shall reimburse the Landlord, Peter L. Churilo, 100% (one hundred percent) of the costs for said roof repairs. Landlord also has the option of inspecting the heating, air conditioning and sprinkler units (if installed) on a yearly basis to ensure that no damage occurs to the units and to ensure that they are properly repaired.

d. Notwithstanding the terms and provisions contained in Paragraph 2 of the Addendum to Lease to the contrary, in no event shall Tenant be liable for any damages to the Demised Premises caused by actions, omissions or act or negligence of Landlord, his agents, contractors or employees, in which event Landlord agrees to make such repairs at Landlord's sole expense. In the event Landlord's repairs to the Demised Premises shall cause Tenant to close Tenant's business during normal business hours after a period greater than twenty-four (24) hours, then Tenant's base rent shall be abated proportionately for a period of time beyond the initial twenty-four (24) hours for which the Tenant's premises are closed due to Landlord's repairs.

3. Subordination of Lease:

a. This Lease and all rights of Tenant hereunder are, and shall be, subject and subordinate to any mortgages, deeds of trust (including blanket mortgages or deeds of trust covering the Demised Premises and/or the Shopping Center and/or other properties) or any other security interest which has been or which hereinafter may affect the Demised Premises, and to any ground or underlying leases of all or part of the Shopping Center, and to any renewals, modifications, consolidations, replacements and extensions thereof (hereinafter collectively referred to as "Landlord's Financing"). Tenant acknowledges that the interest of Landlord under this Lease may be assigned by Landlord as collateral security to any of the foregoing parties' holding interests to which this Lease is subject and subordinating. In the event of foreclosure of any such interest, or termination of any such ground or underlying lease, or in the event of an exercise of the power of sale under any mortgage or other security interest made by Landlord covering the premises of which the Demised Premises forms a part, Tenant shall, at the sole and reasonable direction of any such party, recognize the rights of any such party under and pursuant to the provisions of such collateral assignment, and Tenant shall be deemed to have automatically acknowledged the purchaser or purchasers upon any foreclosure or sale, and recognized any such purchaser or purchasers as the Landlord under this Lease. This Lease shall, unless Landlord elects otherwise, be subordinate to the lien of any first mortgage which may be placed on the premises. Tenant shall execute within ten business (10) days of its receipt of all appropriate documents reasonably requested by the prospective mortgagee to effectuate the provisions of said subordination.

b. The provisions above shall be self-operative, but Tenant agrees that it shall, within ten business (10) days following the request, execute, acknowledge and deliver to Landlord any instruments reasonably required to subordinate this Lease and Tenant's rights hereunder, as aforesaid, said instruments to be in the form reasonably required by any mortgagee, ground lessor or other secured party.

c. Tenant shall, at any time and from time to time, upon not less than ten business (10) days prior notice, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not Landlord is in default, and containing any other statements or certifications reasonably required by a mortgagee and/or ground lessor and/or other secured party, it being intended that any statement or certification delivered pursuant to this section may be relied upon by any party to whom it may be delivered by Landlord.

4. Utilities: Prior to the commencement of the Lease, all utility services to the Demised Premises shall be separately metered. Tenant shall be responsible for the cost of supplying all utilities, including heat and electric to the subject premises. Tenant shall be responsible for thirty-two (32%) percent of the electric bill for outside lighting in the common areas of the premises.

5. Plate Glass Insurance and Replacement of Glass: In the event that the Demised Premises shall contain display windows, Tenant, at its own expense, shall obtain and continue to

carry during the term of this Lease, plate glass insurance in amounts sufficient to cover the cost of replacing any damaged plate glass and shall furnish to Landlord a certificate of insurance therefor. Tenant shall, at its own expense, replace all damaged and/or broken glass and doors.

6. Tax and Insurance Escalation: As used in this Paragraph 6 of the Addendum to Lease, the following words and phrases have the following meanings:

a. Taxes shall mean all taxes, and assessments (whether of a regular or special nature) which may be assessed or imposed against the Entire Premises of which the Demised Premises are a part, whether said sums are payable to the Town of South Windsor, Connecticut, or to any other governmental taxing authority having jurisdiction over the Entire Premises. It shall also include any future tax that may be imposed on Landlord, which is in addition to, or in lieu of, real property taxes as presently assessed. Insurance shall mean all premiums for fire and extended coverage and public liability incurred by Landlord with regard to the building and land containing the Demised Premises.

b. Base Expenses shall mean the taxes assessed and payable to the Town of South Windsor, Connecticut, and insurance for the calendar year of 2013.

c. Commencing with the Base Expense for the year 2013, and for each calendar year thereafter during the term of this Lease, Tenant shall pay its proportionate share of the Taxes and Insurance in excess of the Base Expense. Tenant's proportionate share shall be thirty-two (32%) percent of such Base Expense. If any Increase is caused by expansion of the buildings of the Entire Premises, or construction of new buildings thereon, such increase shall not be deemed additional expenses, but instead, the insurance premiums and taxes assessed against any new buildings or expanded buildings shall thereafter be added to the Base Expense and Tenant's proportionate share shall be re-computed.

Any sum payable by Tenant pursuant to this Article shall be deemed additional rent and shall be due and payable within ten business (10) days after Landlord notifies Tenant of the sum due hereunder, together with a general computation of said sum. Landlord shall permit Tenant to examine all tax and insurance bills at Landlord's Office. Any sums due under this Article during the last lease year shall be prorated and shall be paid thirty (30) days prior to the end of the lease term and any sum due for the calendar year 2013 shall also be prorated.

In the event the Landlord becomes liable to pay a rent tax or any similar tax, which is computed as a percentage of Tenant's rental payments hereunder, Tenant agrees to pay such tax. Payment shall be made within ten business (10) days after Landlord bills Tenant for the same.

7. Operating Costs:

a. Subject to the provisions contained in Paragraph 2b. of this Addendum to Lease, and subject to the provisions below, it is agreed as follows: Tenant shall pay Landlord as additional rent, thirty-two (32%) percent of Landlord's operating expenses applicable to the Entire Premises of which the Demised Premises are a part. Such payment shall be payable within thirty (30) days after the presentation by Landlord to Tenant of a written computation amount due hereunder. For the purpose of this paragraph only, the Entire Premises shall include the entire building in which the Demised Premises are contained and one and one-quarter (1.25) acres situated in the Town of South Windsor, Connecticut, at 69-75 John Fitch Boulevard. Operating expenses shall include ground maintenance, parking lot maintenance to be mutually agreed upon by Tenant and Landlord in the Spring of 2014, curb and driveway maintenance and repair, lighting expenses for the parking lot, snow removal, landscaping, maintenance and repair of planter boxes, maintenance and repair of walkways, maintenance and repair of railings, and maintenance and repair of entrance and exit doors to the Demised Premises.

b. Landlord shall pay one hundred (100%) percent of any sewer assessment levied by the Town of South Windsor and/or the Metropolitan District Commission concerning the real property known as 69-75 John Fitch Boulevard, South Windsor, Connecticut.

c. Tenant shall pay to Landlord as additional rent, thirty-two (32%) percent of the costs of maintaining and/or replacing the "Plaza" sign and the brick archway which surrounds said sign. Tenant shall pay to Landlord as additional rent thirty-two (32%) percent of any costs required to repair and maintain the septic tank and leaching fields servicing the Entire Premises of which the Demised Premises are a part. Payments due from Tenant pursuant to Articles above shall be made by Tenant in the same manner as provided above.

8. Loitering: Tenant shall prevent any of its employees, customers, patrons or invitees from (a) causing annoyance or disturbance to other Tenants; or (b) loitering in or about the common areas. Alcohol consumption is prohibited on the Entire Premises and parking lot.

9. Late Charge: Tenant agrees to pay a late charge equal to five (5%) percent of any installment due hereunder (including basic rent, taxes, operating costs and any other monies due as additional rent) if not paid within ten (10) days of Tenant's receipt of written notice of non-payment. Tenant agrees to pay a fee of Fifty (\$50.00) Dollars, plus late fee, for any checks returned for insufficient funds.

PRIME WELLNESS OF CONNECTICUT, LLC  
Tenant

Peter Churilo  
Peter Churilo, Landlord

By Thomas J. Nicholas  
Thomas J. Nicholas, Manager

## Section L: Financial Statement

<b>69. Expense Item:</b>	<b>70. Cost:</b>	<b>71. Source of Funds</b>
HVAC and installation	1,750,000	LLC Membership
Electricity and power upgrade	600,000	LLC Membership
General Construction, buildout and labor	550,000	LLC Membership
Plumbing	250,000	LLC Membership
Painting, finishes and epoxy flooring	125,000	LLC Membership
Cameras / locked door entry/CCTV/Control/Security c	100,000	LLC Membership
Quality Control device	75,000	LLC Membership
Sunleaves black tubing	73,758	LLC Membership
CO2 Extractor	70,000	LLC Membership
Ballasts - Switchable 120v/208v/277v	63,384	LLC Membership
Sprinkler system upgrade	60,000	LLC Membership
Medium Adjustawing	57,475	LLC Membership
Solar PV System	50,000	LLC Membership
large capacity dehumidifier - 180pint	45,000	LLC Membership
Emergency generator	45,000	LLC Membership
Max fans	44,625	LLC Membership
Vehicle	40,000	LLC Membership
1000w Hortilux Super HPS Bulbs	37,475	LLC Membership
Reverse Osmosis Machine	28,000	LLC Membership
Twister trim machine	25,000	LLC Membership
Landscaping	22,500	LLC Membership
Accounting software	22,000	LLC Membership
Inventory software and related items	19,000	LLC Membership
Quantum Badboy T5 16 bulbs	17,760	LLC Membership
Magnum XXXL 8" reflectors	14,997	LLC Membership
12x12 Square White Pots	14,784	LLC Membership
Servers and computers	14,000	LLC Membership
Kitchen (stove, oven, dishwasher, refridgerator, etc.)	13,000	LLC Membership
Botanicare 2x8 Trays	12,427	LLC Membership
Packaging steel Tables w/ accessories	12,000	LLC Membership
6500k Quantum triphosphor bulbs	11,057	LLC Membership
Reservoirs	10,788	LLC Membership
Safety items (eye wash, msd rack, ch closets)	10,000	LLC Membership
Scales	10,000	LLC Membership
<b>Total</b>	<b>4,294,030</b>	

## Section L: Financial Statement

<b>69. Expense Item:</b>	<b>70. Cost:</b>	<b>71. Source of Funds</b>
HVAC and installation	1,750,000	LLC Membership
Electricity and power upgrade	600,000	LLC Membership
General Construction, buildout and labor	550,000	LLC Membership
Plumbing	250,000	LLC Membership
Painting, finishes and epoxy flooring	125,000	LLC Membership
Cameras / locked door entry/CCTV/Control/Security c	100,000	LLC Membership
Quality Control device	75,000	LLC Membership
Sunleaves black tubing	73,758	LLC Membership
CO2 Extractor	70,000	LLC Membership
Ballasts - Switchable 120v/208v/277v	63,384	LLC Membership
Sprinkler system upgrade	60,000	LLC Membership
Medium Adjustawing	57,475	LLC Membership
Solar PV System	50,000	LLC Membership
large capacity dehumidifier - 180pint	45,000	LLC Membership
Emergency generator	45,000	LLC Membership
Max fans	44,625	LLC Membership
Vehicle	40,000	LLC Membership
1000w Hortilux Super HPS Bulbs	37,475	LLC Membership
Reverse Osmosis Machine	28,000	LLC Membership
Twister trim machine	25,000	LLC Membership
Landscaping	22,500	LLC Membership
Accounting software	22,000	LLC Membership
Inventory software and related items	19,000	LLC Membership
Quantum Badboy T5 16 bulbs	17,760	LLC Membership
Magnum XXXL 8" reflectors	14,997	LLC Membership
12x12 Square White Pots	14,784	LLC Membership
Servers and computers	14,000	LLC Membership
Kitchen (stove, oven, dishwasher, refridgerator, etc.)	13,000	LLC Membership
Botanicare 2x8 Trays	12,427	LLC Membership
Packaging steel Tables w/ accessories	12,000	LLC Membership
6500k Quantum triphosphor bulbs	11,057	LLC Membership
Reservoirs	10,788	LLC Membership
Safety items (eye wash, msd rack, ch closets)	10,000	LLC Membership
Scales	10,000	LLC Membership
<b>Total</b>	<b>4,294,030</b>	

**Appendix A**  
**Section L: Financial Statement**

<b>52. Expense Item:</b>	<b>53. Cost:</b>	<b>54. Source of Funds</b>
HVAC and electrical renovations	84,000	LLC Membership
General Construction, buildout and labor	50,000	LLC Membership
Cameras / locked door entry/CCTV/Control/Security c	35,000	LLC Membership
Accounting software and related	22,000	LLC Membership
Point of Sale software and related items	19,000	LLC Membership
Furniture and display cases	15,000	LLC Membership
Servers, computers, printers	14,000	LLC Membership
Painting, finishes and flooring	10,000	LLC Membership
Safety items (eye wash, msd rack, ch closets)	10,000	LLC Membership
Safe and related items	10,000	LLC Membership
Gas generator	10,000	LLC Membership
<b>Total</b>	<b>279,000</b>	

**Appendix A**  
**Section L: Financial Statement**

<b>52. Expense Item:</b>	<b>53. Cost:</b>	<b>54. Source of Funds</b>
HVAC and electrical renovations	84,000	LLC Membership
General Construction, buildout and labor	50,000	LLC Membership
Cameras / locked door entry/CCTV/Control/Security c	35,000	LLC Membership
Accounting software and related	22,000	LLC Membership
Point of Sale software and related items	19,000	LLC Membership
Furniture and display cases	15,000	LLC Membership
Servers, computers, printers	14,000	LLC Membership
Painting, finishes and flooring	10,000	LLC Membership
Safety items (eye wash, msd rack, ch closets)	10,000	LLC Membership
Safe and related items	10,000	LLC Membership
Gas generator	10,000	LLC Membership
<b>Total</b>	<b>279,000</b>	



**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "Lease") is made and entered into as of the 13<sup>th</sup> day of NOVEMBER, 2013 by and between **Windsor Plaza, Inc.**, a Connecticut corporation ("Landlord") and **Prime Wellness of Connecticut, LLC**, a Connecticut limited liability company ("Tenant"),

**WITNESSETH:**

**ARTICLE 1. PREMISES**

1.1 Subject to all of the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises (the "Premises") outlined on Exhibit A annexed hereto and made a part hereof, containing approximately three thousand two hundred (3,200) square feet of space and being a portion of the existing building situated at 382 Gold Star Highway, Groton, CT (the "Building"). The land on which the Building is located (the "Land") and all improvements thereon and appurtenances thereto, including, but not limited to, the Building, and the walkways, access roadway, parking facilities, and other common facilities shall be collectively hereinafter referred to as the "Property". The Premises are being leased in "AS IS" condition except for the work to be performed by Landlord as set forth in Exhibit B.

**ARTICLE 2. TERM.**

2.1 This lease is conditioned upon the Tenant's receipt of a license from the State of Connecticut Department of Consumer Protection authorizing the use of the Premises for a medical marijuana dispensary. The term of this Lease (the "Term") shall begin on the date that Tenant receives notification that it has been awarded the license from the Department of Consumer Protection (hereinafter referred to as the "Commencement Date") and shall end on that date which is the last day of the sixtieth (60<sup>th</sup>) full calendar month following the Commencement Date (the "Expiration Date"), unless (i) sooner terminated in accordance with the terms and conditions contained in this Lease; or (ii) extended pursuant to the provisions of Article 45. The term "Lease Year," as used herein, shall mean the period of twelve (12) consecutive calendar months commencing on the Commencement Date. Prior to the Commencement Date Landlord shall undertake and complete the work described in Exhibit B to the Lease. Tenant shall provide Landlord with notification in writing of its receipt of the license from the Department of Consumer Protection. Notwithstanding anything contained herein to the contrary, in the event Tenant is not awarded the license as heretofore described by January 31, 2014, this lease shall be deemed terminated.

**ARTICLE 3. USE**

3.1 The Premises shall be used and occupied by Tenant solely to conduct a licensed medical marijuana dispensary and services incidental thereto, provided such use is permitted under all applicable zoning and governmental regulations. Tenant is not relying on any representation or warranty by Landlord that such use is presently permitted.

3.2 Upon the expiration of the Term or earlier termination of this Lease, Tenant shall vacate the Premises and surrender the Premises in the same condition as on the Commencement Date, reasonable wear and use excepted.

**ARTICLE 4. RENT**

4.1 Tenant hereby agrees to pay Landlord an annual base rental ("Base Rent") as follows:

Lease Year One (1):	\$33,600.00 per annum at the rate of \$2,800.00 per month.
Lease Year Two (2):	\$35,200.00 per annum at the rate of \$2,933.33 per month;
Lease Year Three (3):	\$36,800.00 per annum at the rate of \$3,066.66 per month;
Lease Year Four (4):	\$38,400.00 per annum at the rate of \$3,200.00 per month;
Lease Year Five (5):	\$40,000.00 per annum at the rate of \$3,333.33 per month.

The Base Rent shall be due and payable in advance in twelve (12) equal installments (the "Monthly Rent") in good and collectible funds on or before the first day of each calendar month. Any other sums of money as shall

become due and payable under this Lease shall be defined as "Additional Rent," and unless otherwise provided herein, shall be due and payable within thirty (30) days of Tenant's receipt of a bill therefor from Landlord. The Monthly Rent and the Additional Rent are sometimes hereinafter collectively called "Rent" and shall be paid when due in lawful money of the United States without demand, deductions, abatement, or offset except as otherwise provided herein, at such place as is set forth in Article 35 of this Lease or as Landlord may designate from time to time.

4.2 INTENTIONALLY DELETED.

4.3 All Rent and any other amount payable by Tenant to Landlord hereunder, if not paid when due, shall bear interest from the date due until paid at a rate (the "Default Interest Rate") of ten (10%) per cent per annum. The imposition of interest at the Default Interest Rate shall be in addition to all other rights and remedies available to Landlord hereunder, at law or in equity, and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. Failure to charge or collect such interest in connection with any one (1) or more delinquent payments shall not constitute a waiver of Landlord's right to charge and collect such interest in connection with other delinquent payments.

**ARTICLE 5. OPERATING COSTS**

5.1 Tenant shall pay as Additional Rent to Landlord its share of Landlord's Operating Costs from and after the Commencement Date and continuing through the Term of the Lease inclusive of all Renewal Periods. The term "Operating Costs" shall mean water and sewerage charges; charges for street lighting; real estate and personal property taxes and insurance premiums.

Tenant's share of the Operating Costs is deemed to be forty percent (40%). In the event this adjacent space is not occupied Tenant shall be responsible for payment of one-hundred (100%) of the water and sewer charges.

**ARTICLE 6. INTENTIONALLY DELETED**

**ARTICLE 7. SERVICES TO BE PROVIDED BY LANDLORD**

7.1 At Landlord's sole expense, Landlord shall furnish to Tenant while Tenant occupies the Premises, the following services:

- (a) Maintenance, repair and replacement of the following:
  - (i) the roof, exterior walls, bearing walls, support beams, foundations, columns, and exterior doors of the Building;
  - (ii) the exterior improvements to the Land, including driveways, parking areas, walkways and landscaped areas;
- (b) Throughout the Term, Tenant shall have the use of available parking places in common with the other tenant in the Building with the exception of those spaces reserved and to be reserved located directly in front of and to the side of 386 Gold Star Highway for use of the tenant of those premises.

7.2 Unless caused by act, omission or negligence of Landlord Landlord's agents, servants, employees and invitees, Landlord shall not be liable for any loss or damage arising or alleged to arise in connection with the failure, stoppage, diminution or interruption of any such services; nor shall the same be construed as an eviction of Tenant, give rise to a claim for an abatement of Rent, entitle Tenant to any reduction in Rent, or relieve Tenant from the operation of any covenant or condition herein contained, it being further agreed that Landlord reserves the right to discontinue temporarily such services or any of them at such times as may be necessary by reason of repair or capital improvements performed within the Property, or by reason of "force majeure," as defined herein, provided,

however, that Landlord shall use reasonable efforts to limit such discontinuances to other than the regular business hours and further provided that Landlord shall use reasonable efforts to give Tenant advance written notice of such discontinuance.

7.3 Tenant shall promptly pay all charges for electricity, lights, heat, telephone and other utilities and services used, rendered, supplied and separately metered to the Premises. Landlord shall have no responsibility for the removal of snow and ice from the Property. Tenant shall be responsible for the removal of snow and ice from the walkways and parking facilities used by Tenant, Tenant's agents, servants, employees and invitees.

#### **ARTICLE 8. REPAIRS AND MAINTENANCE; ACCESS; SELF-HELP**

8.1 If the Premises, the Building, the Property, or any portion thereof, including, but not limited to, furnaces, pipes, drainage pipes, electrical lighting, or other equipment of the Building or the roof or outside walls of the Building become damaged or are destroyed through the negligence, carelessness, or misuse of Tenant, its agents, employees, licensees, invitees, or anyone permitted by Tenant to be in the Building, or through it or them, then the cost of the necessary repairs, replacements, or alterations shall borne by Tenant who shall forthwith pay the same on demand to Landlord as Additional Rent. Landlord shall have the exclusive right, but not the obligation to make any repairs, replacement or alterations necessitated by such damage or destruction.

8.2 Tenant agrees, at its sole cost and expense, to repair or replace any damage or injury done to the Property, or any part thereof, caused by Tenant, Tenant's agents, employees, licensees, or invitees. Tenant shall not injure the Property or the Premises and shall at all times maintain the interior, non-structural portions of the Premises and keep same in a clean and sanitary condition. Tenant shall maintain, repair and replace all plumbing, electrical, lighting, heating, ventilation and cooling systems servicing the Premises. If Tenant fails to keep the Premises in such good order and condition, and maintain, repair and replace as required hereunder to the satisfaction of Landlord, Landlord may restore the Premises to such good order and condition and may make such repairs and replacements without liability to Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof, and upon completion thereof, Tenant shall pay to Landlord, an Additional Rent, upon demand, the cost of restoring the Premises to such good order and condition and of the making of such repairs and replacements, plus an additional administrative charge equal to five percent (5%) of such cost.

8.3 Subject to the rules and regulations promulgated by the State of Connecticut Department of Consumer Protection governing medical marijuana dispensaries, Landlord or Landlord's agents, and representatives shall have the right to enter all parts of the Premises at all reasonable hours upon reasonable advance notice to Tenant to inspect, make repairs, alterations, and additions to the Property or the Premises which it may deem necessary or desirable, or to show the Premises to prospective tenants, mortgagees or purchasers of the Property, or to provide any service which it is obligated or elects to furnish to Tenant; and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof. Landlord shall have the right to enter the Premises without notice at any time and by any means in the case of an emergency.

#### **ARTICLE 9. INTENTIONALLY OMITTED**

#### **ARTICLE 10. FORCE MAJEURE**

It is understood and agreed that with respect to any service to be furnished or obligations to be performed by either party hereto that in no event shall such party be liable for failure to furnish or perform the same when prevented from doing so by strike, lockout, breakdown, accident, supply, or inability by the exercise of reasonable diligence to obtain suppliers, parts, or employees necessary to furnish such service or meet such obligation; or because of war or other emergency; or for any cause beyond such party's reasonable control; or for any cause due to any act or omission of the other party hereunder or its agents, employees, licensees, invitees, or any persons claiming by, through or under such other party (individually and collectively referred to herein, as "force majeure"). Notwithstanding the foregoing, any party claiming the application of this Article 10 shall advise the other party hereto in writing of the existence of any force majeure event preventing the performance of any obligation within three (3) business days after the commencement of the force majeure event. Nothing in this Article 10 shall permit Tenant to delay in the payment of any rentals or other monies due under this Lease.

## **ARTICLE 11. MECHANIC'S AND MATERIALMAN'S LIENS**

11.1 Tenant shall not suffer or permit any mechanic's or materialman's lien to be filed against the Property by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant. Nothing contained herein shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, by inference or otherwise, for any contractor, subcontractor, laborer, or materialman to perform any labor or to furnish any materials or to make any specific improvement, alteration, or repair of or to the Premises or any portion of the Property; nor of giving Tenant any right, power, or authority to contract for, or permit the rendering of, any services or the furnishing of any materials that could give rise to the filing of any mechanic's or materialman's lien against the Property.

11.2 If any such mechanic's or materialman's lien shall at any time be filed against the Property written as the result of any act or omission of Tenant, Tenant covenants that it shall, within thirty (30) days after Tenant has notice of the claim for lien, procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law or which shall otherwise reasonably satisfy Landlord. If Tenant fails to take such action, Landlord, in addition to any other right or remedy it may have, may take such action as may be reasonably necessary to protect its interests, including, without limitation, making payment to any such lienor and charging Tenant the amount thereof as Additional Rent. Any amounts paid by Landlord in connection with such action, all other expenses of Landlord incurred in connection therewith, including reasonable attorney's fees, court costs, and other necessary disbursements, shall be repaid by Tenant to Landlord on demand, as Additional Rent.

## **ARTICLE 12. INSURANCE**

12.1 Landlord shall maintain commercial property insurance on the Property in an amount not less than 100% replacement cost. Such insurance shall be maintained with an insurance company, in amounts desired by Landlord and payment for losses thereunder shall be made solely to Landlord subject to the rights of the holder of any mortgage which may hereafter encumber the Property.

12.2 Tenant shall maintain, at its sole cost and expense, commercial general liability insurance (including coverage for bodily injury and death, property damage, fire, and legal liability with respect to the Premises) in a form and with an insurance company reasonably acceptable to Landlord in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and in an amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00) Dollars in the aggregate. Such insurance shall be maintained at all times during the Term, and Tenant shall cause a current and valid certificate of such policy to be deposited with Landlord. If Tenant fails to have a current and valid certificate of such policy on deposit with Landlord at all times during the Term, then Landlord shall have the right, but not the obligation, to obtain such insurance coverage, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance coverage within ten (10) days after Tenant's receipt of Landlord's request for payment thereof, as Additional Rent. Landlord shall be named as an additional insured on such policy.

12.3 Tenant shall deliver a certificate of insurance evidencing the coverage required under Section 12.2 (or such other evidence as Landlord may reasonably request) by the Commencement Date, and at such other time, within thirty (30) days of Landlord's written request. The policy will provide that Landlord shall receive at least thirty (30) days' prior written notice of modification, cancellation or non-renewal of such policy.

## **ARTICLE 13. QUIET ENJOYMENT**

Provided Tenant has performed all of its obligations under this Lease within applicable cure periods, including, but not limited to, the payment of Rent and all other sums due hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises and have access thereto at all times during the Term, without hindrance by Landlord, subject to the provisions and conditions set forth in this Lease and subject to the rights of other tenants of the Building.

## **ARTICLE 14. ALTERATIONS**

14.1 Tenant agrees that it shall not make or allow to be made any alterations, additions, or improvements in or to the Premises without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld. Tenant, at its expense, shall obtain all necessary governmental permits and certificates for the commencement and prosecution of alterations, additions, or improvements and for final approval thereof upon completion. No improvements, alterations, or additions to the Building or the Premises shall be removed by Tenant either during the Term or upon the Expiration Date or the earlier termination of this Lease without the express written approval of Landlord. Tenant shall not be entitled to any reimbursement or compensation resulting from its payment of the cost of constructing all or any portion of said improvements, alterations, or additions thereto unless otherwise expressly agreed by Landlord in writing.

14.2 Landlord's approval of Tenant's plans for work shall impose no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all laws, rules, and regulations of governmental agencies or authorities. Landlord may, at its option, at Tenant's expense, require that Landlord's contractor be engaged for any mechanical, electrical, work, or plumbing work, repairs to the roof or other structural improvement. Tenant agrees that it will not use contractors other than Landlord's contractors without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld.

14.3 At least ten (10) business days prior to the commencement of any work permitted to be done by persons requested by Tenant on the Premises, Tenant shall notify Landlord in writing of the proposed work and the names and addresses of Tenant's Contractors, all of whom must possess all applicable licenses and permits. During any such work on the Premises, Landlord, or its representatives, shall have the right to go upon and inspect the Premises at all reasonable times, and shall have the right or to take any action which Landlord may deem to be proper for the protection of Landlord's interest in the Premises and the Property. All work shall be performed in a good and workmanlike manner in accordance with Tenant's plans and permits using only new, first class materials.

#### **ARTICLE 15. FURNITURE, FIXTURES, AND PERSONAL PROPERTY**

15.1 Tenant, at its sole cost and expense, may remove its trade fixtures, office supplies and moveable office furniture and equipment not attached to the Property or the Premises provided:

- (a) such removal is made prior to the Expiration Date or the earlier termination of this Lease;
- (b) Tenant is not in default of any obligation or covenant under this Lease beyond applicable cure periods at the time of such removal; and
- (c) Tenant promptly repairs all damage caused by such removal.

15.2 If Tenant does not remove its trade fixtures, office supplies, and moveable furniture and equipment as hereinabove provided prior to the Expiration Date or the earlier termination of this Lease (unless prior arrangements have been made with Landlord and Landlord has agreed in writing to permit Tenant to leave such items in the Premises for an agreed period), then, in addition to its other remedies hereunder, at law or in equity, Landlord shall have the right to have such items removed and stored at Tenant's sole cost and expense and all damage to the Property on the Premises resulting from said removal shall be repaired at the cost of Tenant; Landlord may elect that such items automatically become the property of Landlord upon the Expiration Date or the earlier termination of this Lease, and Tenant shall not have any further rights with respect thereto or reimbursement therefore. All other property in the Premises, any alterations, improvements or additions to the Premises and any other article attached or affixed to the floor, wall, or ceiling of the Premises shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof on the Expiration Date or earlier termination of this Lease, regardless of who paid therefor; and Tenant hereby waives all rights to any payments or compensation therefor.

#### **ARTICLE 16. TAXES**

16.1 During the term hereof, Tenant shall pay, prior to delinquency, all taxes and assessments levied or assessed against or in respect of Tenant's personal property, trade fixtures, furnishings, equipment contained in the Property, and shall hold Landlord harmless from and against all payment of such taxes and assessments. Tenant

shall cause said fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment, and other personal property shall be assessed and taxed to Landlord, Tenant shall pay to Landlord, as Additional Rent, Tenant's share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant and Tenant's property.

#### **ARTICLE 17. ASSIGNMENT AND SUBLETTING**

17.1 Neither Tenant nor Tenant's legal representatives or successors-in-interest, by operation of law or otherwise, shall assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest therein, and any attempt to do so without the prior express written consent of Landlord, which consent shall not be unreasonably withheld, shall be void, of no effect, and constitute an Event of Default hereunder. Notwithstanding the foregoing, each sublease must contain a provision whereby the sublessee agrees that upon notice from Landlord to the sublessee that an Event of Default by Tenant has occurred under this Lease, the sublessee will pay all sublease rents then and thereafter payable, to Landlord, and Tenant hereby assigns such sublease rents to Landlord for the period from and after the delivery of such notice to such sublease.

17.2 If Tenant should desire to assign this Lease or sublease the Premises or any portion thereof, Tenant shall give Landlord written notice of such desire to make such assignment or effect such sublease. At the time of giving such notice, Tenant shall provide Landlord with a copy of the proposed assignment or sublease document, and such information as Landlord may reasonably request concerning the proposed assignee or sublessee to assist Landlord in making an informed judgment regarding the financial condition, reputation, operation, and general desirability of the proposed assignee or sublessee. Landlord shall then have a period of ten (10) business days following receipt of such notice and such information within which to notify Tenant in writing of Landlord's election to:

- (a) permit Tenant to assign or sublet the Premises or said portion thereof in accordance with the terms of the proposed assignment or sublet documents;
- (b) refuse to consent to Tenant's assignment or subleasing of the Premises or said portion thereof and to continue this Lease in full force and effect as to the entire Premises.

Landlord and Tenant agree that, in the event of any approved assignment or subletting, the rights of any such assignee or sublessee of Tenant herein shall be subject to all of the terms, conditions, and provisions of this Lease, including, without limitation, restriction on use, assignment, and subletting and the covenant to pay Rent. Landlord may collect Rent directly from such assignee or sublessee and apply the amount so collected to the Rent herein reserved. Consent by Landlord to a particular assignment, sublease, or other transaction shall not be deemed a consent to any other or subsequent transaction. All documents utilized by Tenant to evidence any subletting or assignment for which Landlord's consent has been requested, shall be subject to prior approval by Landlord or its attorney. If any rent payable to Tenant by any sublessee, assignee, licensee, or other transferee exceeds the Rent reserved herein then Tenant shall be bound and obligated to pay Landlord such excess Rent within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee, or other transferee, as the case might be, as Additional Rent.

17.3 If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. Section 101 et. seq. (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any such monies or other consideration not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord. Any person or entity to whom this Lease is so assigned shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease as of the date of such assignment. Any such assignment shall, upon demand therefor, execute and deliver to Landlord an instrument confirming such assumption.

#### **ARTICLE 18. DAMAGE AND DESTRUCTION**

18.1 If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord. If the Building shall be damaged by fire or other casualty and any of the following applies: (a) substantial alteration or reconstruction of the Building is, in Landlord's reasonable opinion, required (whether or not the Premises shall have been damaged by such fire or other casualty), (b) any mortgagee under a mortgage hereafter covering the Property requires that the insurance proceeds payable as a result of said fire or other casualty be used to reduce or retire the mortgage debt, (c) the Building is damaged as a result of a risk that is not covered by Landlord's insurance, or (d) the Premises is materially damaged during the last year of the Term, then, in any such event, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such damage or casualty, in which event the Rent hereunder shall be abated as of the date of such notice, and Tenant shall vacate the Premises.

18.2 If Landlord does not elect to terminate this Lease as herein provided, then to the extent of the insurance proceeds available to Landlord therefore, Landlord shall repair and restore the Building and/or the Premises to substantially the same condition in which they were immediately prior to the fire or other casualty, except that Landlord shall not be required to rebuild, repair, or replace any part of Tenant's furniture, fixtures, furnishings, or equipment or any alterations, additions, or improvements made by Tenant to the Premises pursuant to Article 14 of this Lease or those improvements made on behalf of Tenant pursuant to this Lease. Landlord shall not be liable for any inconvenience, annoyance, or injury done to the business of Tenant resulting in any way from such damage or the repair thereof and Tenant's obligation to pay a Rent shall continue unabated, except Landlord shall allow Tenant an equitable reduction of Rent during the time and to the extent the Premises are unfit for Tenant's permitted use hereunder, save for Tenant's fault or negligence hereinbelow described.

18.3 If the Premises are destroyed or so damaged that rebuilding or repairs cannot be accomplished within thirty (30) days of the date of damage, then Tenant may, at Tenant's sole discretion, give Landlord notice of election to terminate this Lease. In the event of such election, this Lease shall be deemed to terminate on the date of said notice, and Tenant shall surrender possession of the Premises as of the date of said notice to terminate, and the rent and additional rent shall be apportioned as of the date of said surrender and any rent paid for any period beyond said date shall be repaid to Tenant. In any case in which the use of the Premises is materially and adversely affected by such damage, and the rules and regulations promulgated by the State of Connecticut Department of Consumer Protection governing Licensed Medical Marijuana Producers do not allow for continued use as defined in Article 3.1 above, then Tenant may elect to terminate this Lease as described herein. In any case in which the use of the Premises is materially and adversely affected by such damage, and the rules and regulations promulgated by the State of Connecticut Department of Consumer Protection governing Licensed Medical Marijuana Dispensaries allow for continued use, then there shall be an equitable reduction or abatement in rent depending upon the period for which and extent to which the Premises are not reasonably usable for the permitted use hereunder.

#### **ARTICLE 19. CONDEMNATION**

If there shall be taken by exercise of the power of eminent domain, or by conveyance in lieu thereof, during the Term any material part of the Premises, the Building, or the Property, Landlord may elect to terminate this Lease upon written notice to Tenant within sixty (60) days after the date of such taking or transfer in lieu thereof or to continue the same in effect. All compensation awarded for any taking (or the proceeds of a private sale in lieu thereof) of the Premises, the Building or the Property shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for the taking of Tenant's movable trade fixtures, other personal property, moving expenses or loss of Tenant's business if a separate award for such items is made to Tenant and such separate award does not reduce Landlord's award. If this Lease is terminated as a result of any such exercise of the power of eminent domain, Rent shall be payable up to the date that possession is taken by the condemning authority; Landlord shall refund to Tenant any prepaid unaccrued Rent, less any sum then owing by Tenant to Landlord; and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Term. If such condemnation does not result in the termination of this Lease, the Rent thereafter to be paid shall be proportionately reduced as to the space affected.

#### **ARTICLE 20. INDEMNIFICATION**

20.1 Tenant agrees to defend, with counsel reasonably approved by Landlord, all actions against Landlord, any shareholder, director, officer or employee of Landlord, (collectively the "Landlord Indemnified

Parties”) and to pay, protect, indemnify, and save harmless, to the extent permitted by law, all Landlord Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses), causes of action, suits, claims, demands, or judgments of any nature to which any Landlord Indemnified Party is subject because of its estate or interest in the Premises or the Property arising from (i) injury to or death of any person, or damage to or loss of property, on the Property (except to the extent caused by Landlord’s gross negligence or willful misconduct) or, to the extent caused by or attributable to Tenant or, in any of the foregoing cases, connected with the use, condition, or occupancy of the Premises, (ii) violation of this Lease by or attributable to Tenant, or (iii) any act, fault, omission, or other misconduct of Tenant or its agents, contractors, licensees or sublessees.

20.2 Landlord agrees to defend, with counsel reasonably approved by Tenant, all actions against Tenant, any member or employee of Tenant, (collectively the “Tenant Indemnified Parties”) and to pay, protect, indemnify, and save harmless, to the extent permitted by law, all Tenant Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses), causes of action, suits, claims, demands, or judgments of any nature to which any Tenant Indemnified Party is subject because of its interest in the Premises or the Property arising from (i) injury to or death of any person, or damage to or loss of property, on the Property (except to the extent caused by Tenant’s gross negligence or willful misconduct) to the extent caused by or attributable to Landlord or, (ii) violation of this Lease by or attributable to Landlord, or (iii) any act, fault, omission, or other misconduct of Landlord or its agents, contractors or licensees.

## ARTICLE 21. DEFAULT

21.1 The term “Event of Default” refers to the occurrence of any one (1) or more of the following:

- (a) Failure of Tenant to pay when due any sum required to be paid hereunder within ten (10) Days after receiving written notice of such default (a “Monetary Default”);
- (b) Failure of Tenant, after thirty (30) days following receipt by Tenant of written notice thereof, to perform any of Tenant’s obligations, covenants, or agreements (except such failure which constitutes a Monetary Default), plus such additional reasonable period as may be required in the diligent exercise by Tenant of good faith efforts to cure such default;
- (c) Assignment or sublease of the Lease without prior written consent of Landlord.

21.2 Upon any Event of Default by Tenant, Landlord, at its option, may pursue one or more of the following remedies without notice or demand in addition to all other rights and remedies provided for in law or in equity:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord; and/or
- (b) Enter upon or take possession of the Premises and its contents and expel or remove Tenant, any other occupant, and any contents therefrom in accordance with applicable law, with or without having terminated the Lease.

21.3 If Landlord shall exercise any one or more remedies hereunder granted or otherwise available, such exercise shall not be deemed to be an acceptance or surrender of the Premises by Tenant whether by agreement or by operation of law; it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant.

21.4 Should Landlord elect to terminate this Lease, Landlord may repossess the Premises and Tenant shall be liable as if the expiration of the term fixed in such notice were the end of the Term herein originally demised. In the event this Lease is terminated pursuant to the provisions of this subsection, Tenant shall remain liable to Landlord for damages to an amount equal to (i) the Rent which is due and owing as of the date of such termination, and (ii) the Rent and other sums which would have been owing by Tenant hereunder for the balance of



the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination after deducting all of Landlord's expenses in connection with such reletting, including, but without limitation, the expenses enumerated in Section 21.6 below. Landlord shall be entitled to collect such damages from Tenant monthly on the days on which the Monthly Rent would have been payable hereunder if this Lease had not been terminated, and Landlord shall be entitled to receive the same from Tenant on each such day.

21.5 INTENTIONALLY DELETED.

21.6 Should Landlord elect not to terminate this Lease, Landlord may, in accordance with applicable law, enter upon the Premises or any part thereof and take absolute possession of the same, and, at Landlord's option, Landlord may relet the Premises or any part thereof upon such terms and such rents as Landlord may reasonably elect (which may include, without limitation, concessions of free rent, alteration of the Premises and improvement and moving allowances). Landlord shall use reasonable efforts, but shall not be obligated, to relet the Premises, and nothing herein contained shall under any circumstances be construed so as to require Landlord to lease the Premises below the then-current market rental rates being obtained for similar buildings in the Groton, Connecticut area or to lease the same to any Tenant not creditworthy or otherwise unacceptable to Landlord and shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. In the event Landlord shall elect to so relet, then any rent received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to payment of any reasonable cost of such reletting, including, without limitation, all repossession costs, legal expenses, attorneys' fees, concessions, moving and/or storage costs, alteration, remodeling and repair costs, leasing commissions, and other expenses of preparation for such reletting (collectively, "Reletting Costs"); and third, to the payment of leasing commissions, and other expenses of preparation for such reletting (collectively, "Reletting Costs"); and lastly, to the payment of Rent due and unpaid hereunder. Tenant shall satisfy and pay any deficiency between the rents so collected from the total of the amounts for the items listed above. In no event shall Tenant be entitled to any excess of any rent obtained by reletting over and above the items listed above.

21.7 Tenant further agrees that Landlord may file suit from time to time to recover any sums due under the terms of this Article 21 and that no recovery of any portion due Landlord hereunder shall be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. Reletting the Premises shall not be construed as an election on the part of Landlord to terminate this Lease, and notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach, whereupon the foregoing provisions of this Article 21 with respect to termination shall apply. Nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the Term hereof would have expired had there been no such default by Tenant, or no such termination, as the case may be.

21.8 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity, or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or any or all other rights or remedies provided for in this lease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and non-exclusive. All costs incurred by Landlord in connection with collecting any Rent or other amounts and damages owing by Tenant pursuant to the provisions of this Lease, or to enforce any provision of this Lease, including reasonable attorneys' fees from the date such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, shall also be recoverable by Landlord from Tenant.

21.9 If Tenant shall fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose).

21.10 Landlord is entitled to accept, receive, a check or money order, and deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply them at Landlord's option to any

obligation of Tenant, and such amounts shall not constitute payment of any amount owed, except that to which Landlord has applied them. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or recognized for any purpose whatsoever. The acceptance of any such check, money order or other payment shall be without prejudice to Landlord's rights to recover any and all amounts owed by Tenant hereunder and shall not be deemed to cure any other default nor prejudice Landlord's rights to pursue any other available remedy.

21.11 In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages. Prior to any such action for damages, Tenant shall give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days (plus such additional reasonable period as may be required in the exercise by Landlord of diligent, good faith efforts in which to cure any such default.

#### **ARTICLE 22. INTENTIONALLY OMITTED**

#### **ARTICLE 23. INTENTIONALLY OMITTED**

#### **ARTICLE 24. ATTORNEYS' FEES**

Should it be necessary for Landlord or Tenant, because of a breach of the other hereunder, to place the enforcement of this Lease or any part thereof, or the collection of any Rent due or to become due hereunder, or recovery of the possession of the Premises, in the hands of any attorney, or file suit upon the same, it is agreed that the prevailing party shall recover its reasonable attorneys' fees from the non-prevailing party.

#### **ARTICLE 25. NON-WAIVER**

Neither acceptance of any payment by Landlord from Tenant nor failure by Landlord to complain of any action, non-action, or default of Tenant shall constitute a waiver of any of Landlord's rights or remedies hereunder, at law or in equity. Time is of the essence with respect to the performance of every obligation of Tenant under this Lease in which time of performance is a factor. Waiver by Landlord of any right or arising in connection with any default of Tenant shall not constitute a waiver of such right or remedy or any other right or remedy arising in connection with either a subsequent default of the same obligation or any other default. No right or remedy of Landlord hereunder or covenant, duty, or obligation or Tenant hereunder shall be deemed waived by Landlord unless such waiver is in writing, signed by Landlord.

#### **ARTICLE 26. RULES AND REGULATIONS**

Tenant agrees to comply with all such rules and regulations as may be hereafter adopted by Landlord for the safety, care, and cleanliness of the Property and the preservation of good order thereon. Landlord shall not have any liability to Tenant for any failure of any other tenants of the Property to comply with such rules and regulations.

#### **ARTICLE 27. ASSIGNMENT BY LANDLORD**

Landlord shall have the right to transfer or assign, in whole or in part, all its rights and obligations hereunder and in the Premises and the Property.

#### **ARTICLE 28. LIABILITY OF LANDLORD**

It is expressly understood and agrees that the obligations of Landlord under this Lease shall be binding upon Landlord and its successor and assigns and any future owner of the Property only with respect to events occurring during its and their respective ownership of the Property. In addition, Tenant agrees to look solely to Landlord's interest in the Property for recovery of any judgment against Landlord arising in connection with this Lease, it being agreed that neither Landlord nor any successor or assign of Landlord nor any future owner of the Property, nor any partner, member, shareholder, officer, director or employee or of any of the foregoing shall ever be personally liable for any such judgment.

## **ARTICLE 29. SUBORDINATION AND ATTORNMENT**

29.1 This Lease, at Landlord's option, shall be subordinate to any mortgage hereafter placed upon the Property, and to all renewals, modifications, consolidations, replacements, and extensions of such mortgage. Tenant agrees, with respect to any of the foregoing documents, that no documentation other than this Lease shall be required to evidence such subordination. Tenant agrees to execute such documents as may be further reasonably required to evidence such subordination, or to make this Lease prior to the lien of any mortgage, as the case may be, and by failing to do so within ten (10) business days after written demand, Tenant does hereby make, constitute, and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place, and stead, do to so. This power of attorney is coupled with an interest.

29.2 Landlord shall use reasonable efforts to obtain from each holder of a mortgage, a non-disturbance agreement, using the form of document then being employed by such holder for such purposes, which provides that Tenant, notwithstanding any default of Landlord hereunder, shall have the right to remain in possession of the Premises described herein in accordance with the terms and provisions of this Lease for so long as Tenant shall not be in default under this Lease. Landlord's inability to obtain such a non-disturbance agreement shall not affect Tenant's subordination or attornment as provided for in this Article 29.

29.3 Tenant shall, at such time or times as Landlord may request, upon not less than fifteen (15) days' prior written request by Landlord, sign and deliver to Landlord a certificate stating whether this Lease is in full force and effect; whether any amendments or modifications to this Lease exist; whether any Monthly Rent has been prepaid and, if so, how much; whether there are any defaults hereunder by either Landlord or Tenant; and such other information and agreements as may be reasonably requested, it being intended that any such statement delivered pursuant to this Section 29.3 may be relied upon by Landlord and by any prospective purchaser of all or any portion of Landlord's interest herein, or a holder or prospective holder of any mortgage encumbering the Property. Tenant's failure to deliver such statement within such time shall conclusively be deemed to be an admission by Tenant of the matters set forth in the request for an estoppel certificate. Further, if Tenant fails to deliver such statement to Landlord within said fifteen (15) day period, Tenant does hereby make, constitute, and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place, and stead, to do so. This power of attorney is coupled with an interest.

## **ARTICLE 30. HOLDING OVER**

In the event Tenant, or any party claiming under Tenant, retains possession of the Premises after the Expiration Date or earlier termination of this Lease, such possession shall be that of a month-to-month tenancy. Notwithstanding the foregoing, if Tenant, or any party claiming under Tenant, does not vacate the Premises upon thirty (30) days' prior written notice from Landlord, such parties shall be subject to immediate eviction and removal. Tenant or any such party shall pay Landlord, as compensation for use and occupancy for the period of such holdover, an amount equal to one hundred fifty percent (150%) of the Rent otherwise provided for herein during the time of holdover. Tenant shall also be liable for any and all damages sustained by Landlord as a result of such holdover. The Rent during such holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the term of this Lease.

## **ARTICLE 31. SIGNS**

Tenant shall have the right to install, at Tenant's sole cost and expense, its sign on the Building at a location reasonably approved by Landlord. Tenant shall obtain all requisite permits and approvals before affixing its sign. No other sign, symbol, or identifying marks shall be put upon the Property, the Building, entrances, parking areas, or upon the doors or walls, without the prior written approval of Landlord, which approval may be withheld or conditioned in Landlord's sole and absolute discretion. Should such approval be granted, all signs or lettering shall conform in all respect to the sign and/or lettering criteria established by Landlord.

## **ARTICLE 32. INTENTIONALLY DELETED**

## **ARTICLE 33. COMPLIANCE WITH LAWS**

33.1 On and after the Commencement Date, Tenant, at its sole cost and expense, shall promptly comply with all laws, statutes, ordinances, and governmental rules, regulations now in force or which may hereafter become in force, of federal, state, and municipal authorities (collectively all "Laws") insofar as any thereof relate to or affect the use or occupancy of the Premises by the Tenant and/or Tenant's specific business operations at the Premises. Notwithstanding the terms and conditions contained herein, the parties agree that this lease shall be governed by the rules and regulations promulgated by the State of Connecticut Department of Consumer Protection governing medical marijuana dispensaries and both parties agree to fully comply with said rules and regulations.

33.2 The parties shall immediately notify the other upon the receipt of any "notice," as hereinafter defined, of any violation of any federal, state or local law, ordinance or regulation. "Notice" shall mean any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from federal, state or local government, agency or authority.

33.3 In the event of any breach of this Article 33, Tenant agrees to defend, indemnify and hold harmless Landlord, its successors and assigns from and against any and all liabilities, losses, damages, costs, expenses (including without limitation, reasonable attorneys' fees and expenses), civil and/or criminal penalties, causes of action, suits, claims, demand, or judgments of any nature arising out of or in connection with Tenant's occupancy and/or use of the Premises and any act or omission of the Tenant in the performance of its obligations hereunder. The provisions of this Section 33.3 shall survive the expiration or earlier termination of this Lease.

#### **ARTICLE 34. SEVERABILITY**

This Lease shall be construed in accordance with the laws of the State of Connecticut. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the Term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid, or unenforceable, there is added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and still be legal, valid, and enforceable.

#### **ARTICLE 35. NOTICES**

Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be sent by a reputable private carrier of overnight mail or mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, in each case addressed as follows:

If to Landlord: c/o Antonino Auto Group  
Route 184, 425 Gold Star Highway  
Groton, CT 06340

If to Tenant: 379 Quarry Brook Drive  
South Windsor, CT 06074

With a copy to: Brian R. Forts, Esq.  
Bennett & Forts, P. C.  
1093 Main Street  
Holden, MA 01520

Notice hereunder shall become effective (i) three (3) days' after being sent by Certified Mail or (ii) the day after being sent by commercial receipted overnight delivery service.

The above notice addresses may be changed from time to time by either party serving notice as provided above.

#### **ARTICLE 36. OBLIGATIONS OF SUCCESSORS; PLURALITY; GENDER**

Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words imparting such covenants were used in each paragraph hereof, and that, except as restricted by the provisions hereof, shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. If the rights of Tenant hereunder are owned by two or more parties, or two or more parties are designated herein as Tenant, then all such parties shall be jointly and severally liable for the obligations of Tenant hereunder. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equal include the other.

#### **ARTICLE 37. ENTIRE AGREEMENT**

This Lease and any attached exhibits constitute the entire agreement between Landlord and Tenant. No prior or contemporaneous letter of intent, written or oral lease or representations shall be binding. This Lease shall not be amended, changed, or extended except by written instrument signed by Landlord and Tenant.

#### **ARTICLE 38. ARTICLE AND SECTION CAPTIONS**

Article and Section captions are for Landlord's and Tenant's convenience only, and neither limit nor amplify the provisions of this Lease.

#### **ARTICLE 39. INTENTIONALLY DELETED**

#### **ARTICLE 40. INTENTIONALLY DELETED**

#### **ARTICLE 41. BROKERAGE**

Landlord and Tenant each represents and warrants to the other that it has dealt only with U. S. Properties, Inc. and William Raveis (the "Broker") in negotiation of this Lease. Landlord shall make payment of the brokerage fee due to the Broker pursuant to and in accordance with a separate agreement with the Broker. Landlord and Tenant hereby agree to indemnify and hold the other harmless of and from any and all damages, losses, costs, or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any other broker or other person claiming a commission and arising out of or in connection with the negotiation, execution, and delivery of this Lease.

#### **ARTICLE 42. EXHIBITS**

Exhibits A and B are attached hereto and incorporated herein for all purposes and are hereby acknowledged by both parties to this Lease.

#### **ARTICLE 43. RECORDING**

Tenant shall not record this Lease or a memorandum or notice thereof.

#### **ARTICLE 44. SECURITY DEPOSIT**

Tenant has concurrently with the execution of this Lease deposited with Landlord the initial sum of \$2,800.00 (hereinafter sometimes referred to as the "Security Deposit") as security for the full performance of every provision of this Lease by Tenant and without any liability on the part of Landlord for interest thereon. Landlord may apply all or any part of the Security Deposit to cure any default by Tenant hereunder, and Tenant shall, on demand, immediately restore to the Security Deposit all amounts so applied and/or increase the amount of the Security Deposit so at all times it is equal to one month's rent. If Tenant shall fully perform each provision of this Lease, any portion of the Security Deposit which has not been applied by Landlord in accordance with the provisions hereof shall be returned to Tenant without interest within thirty (30) days after the expiration of the Lease Term. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Property in the event that such interest be sold or transferred, and, in the event the purchaser or

transferee assumes the obligations of Landlord with respect thereto, Landlord shall thereupon be discharged from any further liability with respect to such deposit.

**ARTICLE 45. OPTION TO RENEW**

(a) Provided Tenant is not in default under this Lease beyond applicable cure periods at the time the option may be exercised, Landlord grants Tenant the option (the "Renewal Option") to renew this Lease with respect to the Premises for five (5) additional period of five (5) years (each a "Renewal Period"). The Renewal Option shall be exercised by Tenant delivering written notice to Landlord at least one hundred fifty (150) days prior to the Expiration Date of the Lease or Renewal Period as applicable. Time being of the essence.

(b) The renewal rental rate for each Renewal Period (the "Renewal Base Rent") shall be at a mutually-agreed-upon fair market value to be negotiated by the parties in good faith following Landlord's receipt of the notice as set forth in (a) above. The Renewal Rent shall be at an annual cost per square foot equal to the fair market rental rate for the Premises but in no event less than the annual rental rate paid by Tenant during Lease Year Five (with respect to the first Renewal Period) or the fifth year of each Renewal Period (with respect to subsequent Renewal Periods) plus five (5%) percent. In the event the parties are unable to reach agreement within the sixty (60) day period following the receipt of Tenant's notice of exercise, this Lease shall expire on the Expiration Date or at the end of the Renewal period then in effect.


(c) Landlord and Tenant shall execute an amendment to this Lease, which amendment shall set forth the extended Term, the Renewal Base Rent and all other terms and conditions

(d) Except as set forth above, the Renewal Period shall be subject to all of the terms and conditions of this Lease.


**ARTICLE 46. OPTION TO LEASE**


The parties hereto acknowledge and understand that the execution and delivery of this Lease is subject to Tenant obtaining all requisite final governmental, quasi-governmental and land use approvals for the use described in Article 3. Landlord has agreed to make the Premises available for lease by Tenant until January 31, 2014, contingent upon payment by Tenant of a monthly option fee in the amount of One Thousand Two Hundred and 00/100 (\$1,200.00) Dollars on or before the first (1<sup>st</sup>) day of each month through and including January 1, 2014. Time being of the essence. Should Tenant fail to pay this monthly option fee when due Landlord shall no longer be obligated to make the Premises available for lease to the Tenant.

IN WITNESS WHEREOF, Landlord and Tenant, acting herein through duly authorized individuals, have caused these presents to be executed in multiple counterparts, each of which shall have the force and effect of an original on this 13<sup>th</sup> day of NOV., 2013.

  
\_\_\_\_\_  
Bernadette M. Feeney

LANDLORD:  
Windsor Plaza, Inc.  
By:   
\_\_\_\_\_  
Its V. President

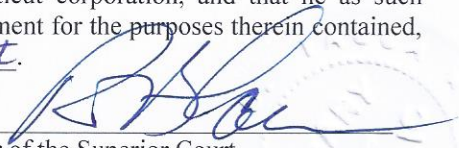
  
\_\_\_\_\_  
Bernadette M. Feeney

TENANT:  
Prime Wellness of Connecticut, LLC  
By:   
\_\_\_\_\_  
Its CEO managing member

STATE OF CONNECTICUT )  
: ss. Groton, CT  
COUNTY OF NEW LONDON )

November 13, 2013

Before me, the undersigned officer, personally appeared, LED ANTONINO who acknowledged himself to be the Vice President of **Windsor Plaza, Inc.**, a Connecticut corporation, and that he as such Vice President, being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of the corporation by himself as its vice president.

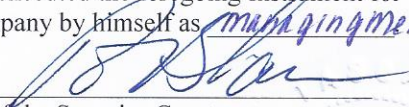


Commissioner of the Superior Court  
Notary Public  
My Commission Expires: Robbie B. Tasca  
**Notary Public**  
**My Commission Expires**  
**March 31, 2018**

STATE OF CONNECTICUT )  
: ss. Groton, CT  
COUNTY OF New London )

November 13, 2013

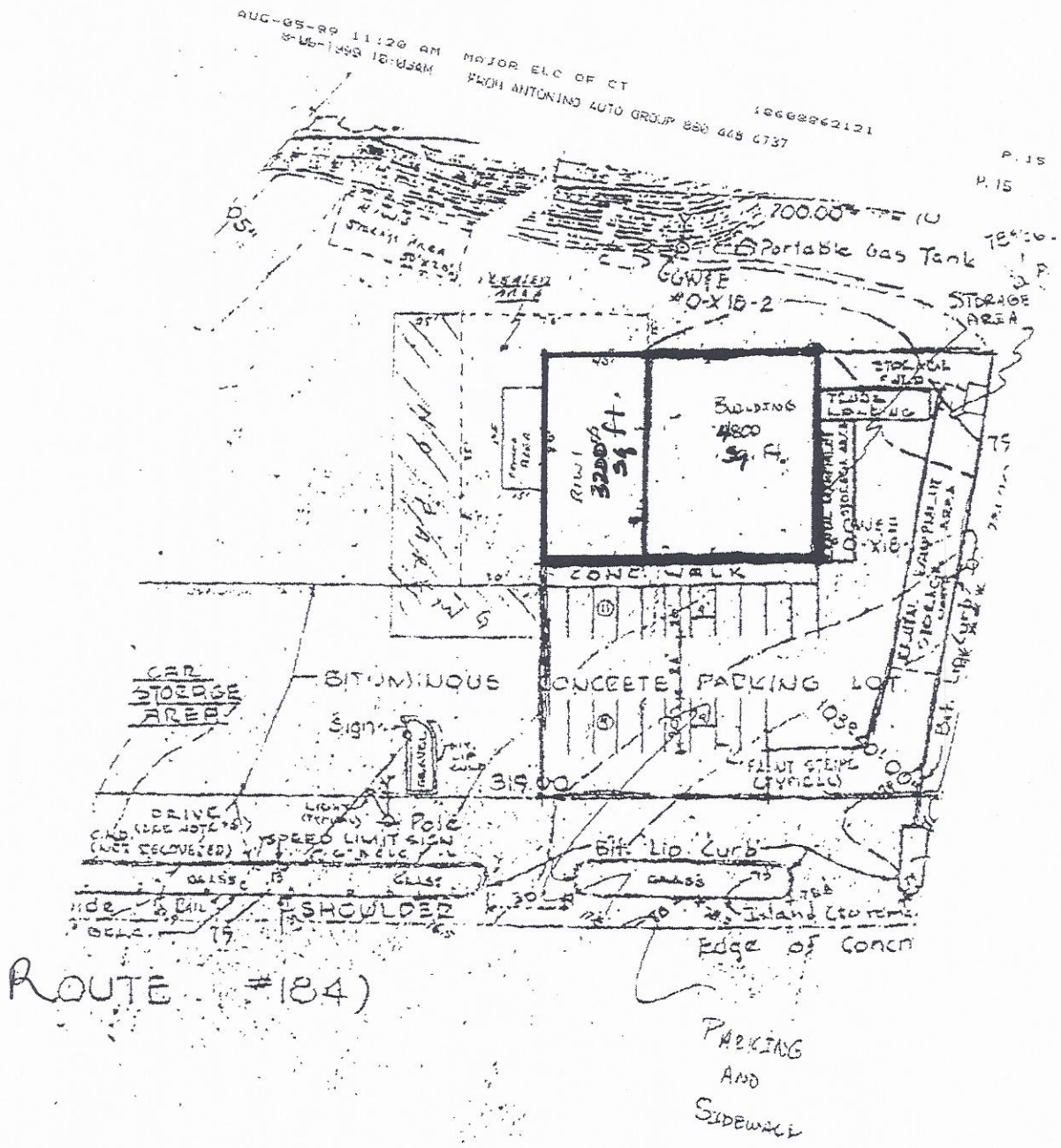
Before me, the undersigned officer, personally appeared, Thomas J. Nicholas who acknowledged himself to be Managing Member of Prime **Wellness of Connecticut, LLC**, a Connecticut limited liability company, and that he as such Managing Member being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Managing Member.



Commissioner of the Superior Court  
Notary Public  
My Commission Expires: Robbie B. Tasca  
**Notary Public**  
**My Commission Expires**  
**March 31, 2018**



**EXHIBIT A**  
**THE PREMISES**



**EXHIBIT B**

**LANDLORD'S WORK**

The following Landlord's work is to be completed by Landlord at Landlord's expense prior to the commencement of the Lease.

1. Removal of hazardous materials, if any.
2. Repair of leaks in the duct system.
3. Premises to be delivered in a clean condition.

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "Lease") is made and entered into as of the 13<sup>th</sup> day of NOVEMBER, 2013 by and between **Windsor Plaza, Inc.**, a Connecticut corporation ("Landlord") and **Prime Wellness of Connecticut, LLC**, a Connecticut limited liability company ("Tenant"),

**WITNESSETH:**

**ARTICLE 1. PREMISES**

1.1 Subject to all of the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises (the "Premises") outlined on Exhibit A annexed hereto and made a part hereof, containing approximately three thousand two hundred (3,200) square feet of space and being a portion of the existing building situated at 382 Gold Star Highway, Groton, CT (the "Building"). The land on which the Building is located (the "Land") and all improvements thereon and appurtenances thereto, including, but not limited to, the Building, and the walkways, access roadway, parking facilities, and other common facilities shall be collectively hereinafter referred to as the "Property". The Premises are being leased in "AS IS" condition except for the work to be performed by Landlord as set forth in Exhibit B.

**ARTICLE 2. TERM.**

2.1 This lease is conditioned upon the Tenant's receipt of a license from the State of Connecticut Department of Consumer Protection authorizing the use of the Premises for a medical marijuana dispensary. The term of this Lease (the "Term") shall begin on the date that Tenant receives notification that it has been awarded the license from the Department of Consumer Protection (hereinafter referred to as the "Commencement Date") and shall end on that date which is the last day of the sixtieth (60<sup>th</sup>) full calendar month following the Commencement Date (the "Expiration Date"), unless (i) sooner terminated in accordance with the terms and conditions contained in this Lease; or (ii) extended pursuant to the provisions of Article 45. The term "Lease Year," as used herein, shall mean the period of twelve (12) consecutive calendar months commencing on the Commencement Date. Prior to the Commencement Date Landlord shall undertake and complete the work described in Exhibit B to the Lease. Tenant shall provide Landlord with notification in writing of its receipt of the license from the Department of Consumer Protection. Notwithstanding anything contained herein to the contrary, in the event Tenant is not awarded the license as heretofore described by January 31, 2014, this lease shall be deemed terminated.

**ARTICLE 3. USE**

3.1 The Premises shall be used and occupied by Tenant solely to conduct a licensed medical marijuana dispensary and services incidental thereto, provided such use is permitted under all applicable zoning and governmental regulations. Tenant is not relying on any representation or warranty by Landlord that such use is presently permitted.

3.2 Upon the expiration of the Term or earlier termination of this Lease, Tenant shall vacate the Premises and surrender the Premises in the same condition as on the Commencement Date, reasonable wear and use excepted.

**ARTICLE 4. RENT**

4.1 Tenant hereby agrees to pay Landlord an annual base rental ("Base Rent") as follows:

Lease Year One (1):	\$33,600.00 per annum at the rate of \$2,800.00 per month.
Lease Year Two (2):	\$35,200.00 per annum at the rate of \$2,933.33 per month;
Lease Year Three (3):	\$36,800.00 per annum at the rate of \$3,066.66 per month;
Lease Year Four (4):	\$38,400.00 per annum at the rate of \$3,200.00 per month;
Lease Year Five (5):	\$40,000.00 per annum at the rate of \$3,333.33 per month.

The Base Rent shall be due and payable in advance in twelve (12) equal installments (the "Monthly Rent") in good and collectible funds on or before the first day of each calendar month. Any other sums of money as shall

become due and payable under this Lease shall be defined as "Additional Rent," and unless otherwise provided herein, shall be due and payable within thirty (30) days of Tenant's receipt of a bill therefor from Landlord. The Monthly Rent and the Additional Rent are sometimes hereinafter collectively called "Rent" and shall be paid when due in lawful money of the United States without demand, deductions, abatement, or offset except as otherwise provided herein, at such place as is set forth in Article 35 of this Lease or as Landlord may designate from time to time.

4.2 INTENTIONALLY DELETED.

4.3 All Rent and any other amount payable by Tenant to Landlord hereunder, if not paid when due, shall bear interest from the date due until paid at a rate (the "Default Interest Rate") of ten (10%) per cent per annum. The imposition of interest at the Default Interest Rate shall be in addition to all other rights and remedies available to Landlord hereunder, at law or in equity, and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. Failure to charge or collect such interest in connection with any one (1) or more delinquent payments shall not constitute a waiver of Landlord's right to charge and collect such interest in connection with other delinquent payments.

**ARTICLE 5. OPERATING COSTS**

5.1 Tenant shall pay as Additional Rent to Landlord its share of Landlord's Operating Costs from and after the Commencement Date and continuing through the Term of the Lease inclusive of all Renewal Periods. The term "Operating Costs" shall mean water and sewerage charges; charges for street lighting; real estate and personal property taxes and insurance premiums.

Tenant's share of the Operating Costs is deemed to be forty percent (40%). In the event this adjacent space is not occupied Tenant shall be responsible for payment of one-hundred (100%) of the water and sewer charges.

**ARTICLE 6. INTENTIONALLY DELETED**

**ARTICLE 7. SERVICES TO BE PROVIDED BY LANDLORD**

7.1 At Landlord's sole expense, Landlord shall furnish to Tenant while Tenant occupies the Premises, the following services:

- (a) Maintenance, repair and replacement of the following:
  - (i) the roof, exterior walls, bearing walls, support beams, foundations, columns, and exterior doors of the Building;
  - (ii) the exterior improvements to the Land, including driveways, parking areas, walkways and landscaped areas;
- (b) Throughout the Term, Tenant shall have the use of available parking places in common with the other tenant in the Building with the exception of those spaces reserved and to be reserved located directly in front of and to the side of 386 Gold Star Highway for use of the tenant of those premises.

7.2 Unless caused by act, omission or negligence of Landlord Landlord's agents, servants, employees and invitees, Landlord shall not be liable for any loss or damage arising or alleged to arise in connection with the failure, stoppage, diminution or interruption of any such services; nor shall the same be construed as an eviction of Tenant, give rise to a claim for an abatement of Rent, entitle Tenant to any reduction in Rent, or relieve Tenant from the operation of any covenant or condition herein contained, it being further agreed that Landlord reserves the right to discontinue temporarily such services or any of them at such times as may be necessary by reason of repair or capital improvements performed within the Property, or by reason of "force majeure," as defined herein, provided,

however, that Landlord shall use reasonable efforts to limit such discontinuances to other than the regular business hours and further provided that Landlord shall use reasonable efforts to give Tenant advance written notice of such discontinuance.

7.3 Tenant shall promptly pay all charges for electricity, lights, heat, telephone and other utilities and services used, rendered, supplied and separately metered to the Premises. Landlord shall have no responsibility for the removal of snow and ice from the Property. Tenant shall be responsible for the removal of snow and ice from the walkways and parking facilities used by Tenant, Tenant's agents, servants, employees and invitees.

#### **ARTICLE 8. REPAIRS AND MAINTENANCE; ACCESS; SELF-HELP**

8.1 If the Premises, the Building, the Property, or any portion thereof, including, but not limited to, furnaces, pipes, drainage pipes, electrical lighting, or other equipment of the Building or the roof or outside walls of the Building become damaged or are destroyed through the negligence, carelessness, or misuse of Tenant, its agents, employees, licensees, invitees, or anyone permitted by Tenant to be in the Building, or through it or them, then the cost of the necessary repairs, replacements, or alterations shall borne by Tenant who shall forthwith pay the same on demand to Landlord as Additional Rent. Landlord shall have the exclusive right, but not the obligation to make any repairs, replacement or alterations necessitated by such damage or destruction.

8.2 Tenant agrees, at its sole cost and expense, to repair or replace any damage or injury done to the Property, or any part thereof, caused by Tenant, Tenant's agents, employees, licensees, or invitees. Tenant shall not injure the Property or the Premises and shall at all times maintain the interior, non-structural portions of the Premises and keep same in a clean and sanitary condition. Tenant shall maintain, repair and replace all plumbing, electrical, lighting, heating, ventilation and cooling systems servicing the Premises. If Tenant fails to keep the Premises in such good order and condition, and maintain, repair and replace as required hereunder to the satisfaction of Landlord, Landlord may restore the Premises to such good order and condition and may make such repairs and replacements without liability to Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof, and upon completion thereof, Tenant shall pay to Landlord, an Additional Rent, upon demand, the cost of restoring the Premises to such good order and condition and of the making of such repairs and replacements, plus an additional administrative charge equal to five percent (5%) of such cost.

8.3 Subject to the rules and regulations promulgated by the State of Connecticut Department of Consumer Protection governing medical marijuana dispensaries, Landlord or Landlord's agents, and representatives shall have the right to enter all parts of the Premises at all reasonable hours upon reasonable advance notice to Tenant to inspect, make repairs, alterations, and additions to the Property or the Premises which it may deem necessary or desirable, or to show the Premises to prospective tenants, mortgagees or purchasers of the Property, or to provide any service which it is obligated or elects to furnish to Tenant; and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof. Landlord shall have the right to enter the Premises without notice at any time and by any means in the case of an emergency.

#### **ARTICLE 9. INTENTIONALLY OMITTED**

#### **ARTICLE 10. FORCE MAJEURE**

It is understood and agreed that with respect to any service to be furnished or obligations to be performed by either party hereto that in no event shall such party be liable for failure to furnish or perform the same when prevented from doing so by strike, lockout, breakdown, accident, supply, or inability by the exercise of reasonable diligence to obtain suppliers, parts, or employees necessary to furnish such service or meet such obligation; or because of war or other emergency; or for any cause beyond such party's reasonable control; or for any cause due to any act or omission of the other party hereunder or its agents, employees, licensees, invitees, or any persons claiming by, through or under such other party (individually and collectively referred to herein, as "force majeure"). Notwithstanding the foregoing, any party claiming the application of this Article 10 shall advise the other party hereto in writing of the existence of any force majeure event preventing the performance of any obligation within three (3) business days after the commencement of the force majeure event. Nothing in this Article 10 shall permit Tenant to delay in the payment of any rentals or other monies due under this Lease.

## **ARTICLE 11. MECHANIC'S AND MATERIALMAN'S LIENS**

11.1 Tenant shall not suffer or permit any mechanic's or materialman's lien to be filed against the Property by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant. Nothing contained herein shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, by inference or otherwise, for any contractor, subcontractor, laborer, or materialman to perform any labor or to furnish any materials or to make any specific improvement, alteration, or repair of or to the Premises or any portion of the Property; nor of giving Tenant any right, power, or authority to contract for, or permit the rendering of, any services or the furnishing of any materials that could give rise to the filing of any mechanic's or materialman's lien against the Property.

11.2 If any such mechanic's or materialman's lien shall at any time be filed against the Property written as the result of any act or omission of Tenant, Tenant covenants that it shall, within thirty (30) days after Tenant has notice of the claim for lien, procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law or which shall otherwise reasonably satisfy Landlord. If Tenant fails to take such action, Landlord, in addition to any other right or remedy it may have, may take such action as may be reasonably necessary to protect its interests, including, without limitation, making payment to any such lienor and charging Tenant the amount thereof as Additional Rent. Any amounts paid by Landlord in connection with such action, all other expenses of Landlord incurred in connection therewith, including reasonable attorney's fees, court costs, and other necessary disbursements, shall be repaid by Tenant to Landlord on demand, as Additional Rent.

## **ARTICLE 12. INSURANCE**

12.1 Landlord shall maintain commercial property insurance on the Property in an amount not less than 100% replacement cost. Such insurance shall be maintained with an insurance company, in amounts desired by Landlord and payment for losses thereunder shall be made solely to Landlord subject to the rights of the holder of any mortgage which may hereafter encumber the Property.

12.2 Tenant shall maintain, at its sole cost and expense, commercial general liability insurance (including coverage for bodily injury and death, property damage, fire, and legal liability with respect to the Premises) in a form and with an insurance company reasonably acceptable to Landlord in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and in an amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00) Dollars in the aggregate. Such insurance shall be maintained at all times during the Term, and Tenant shall cause a current and valid certificate of such policy to be deposited with Landlord. If Tenant fails to have a current and valid certificate of such policy on deposit with Landlord at all times during the Term, then Landlord shall have the right, but not the obligation, to obtain such insurance coverage, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance coverage within ten (10) days after Tenant's receipt of Landlord's request for payment thereof, as Additional Rent. Landlord shall be named as an additional insured on such policy.

12.3 Tenant shall deliver a certificate of insurance evidencing the coverage required under Section 12.2 (or such other evidence as Landlord may reasonably request) by the Commencement Date, and at such other time, within thirty (30) days of Landlord's written request. The policy will provide that Landlord shall receive at least thirty (30) days' prior written notice of modification, cancellation or non-renewal of such policy.

## **ARTICLE 13. QUIET ENJOYMENT**

Provided Tenant has performed all of its obligations under this Lease within applicable cure periods, including, but not limited to, the payment of Rent and all other sums due hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises and have access thereto at all times during the Term, without hindrance by Landlord, subject to the provisions and conditions set forth in this Lease and subject to the rights of other tenants of the Building.

## **ARTICLE 14. ALTERATIONS**

14.1 Tenant agrees that it shall not make or allow to be made any alterations, additions, or improvements in or to the Premises without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld. Tenant, at its expense, shall obtain all necessary governmental permits and certificates for the commencement and prosecution of alterations, additions, or improvements and for final approval thereof upon completion. No improvements, alterations, or additions to the Building or the Premises shall be removed by Tenant either during the Term or upon the Expiration Date or the earlier termination of this Lease without the express written approval of Landlord. Tenant shall not be entitled to any reimbursement or compensation resulting from its payment of the cost of constructing all or any portion of said improvements, alterations, or additions thereto unless otherwise expressly agreed by Landlord in writing.

14.2 Landlord's approval of Tenant's plans for work shall impose no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all laws, rules, and regulations of governmental agencies or authorities. Landlord may, at its option, at Tenant's expense, require that Landlord's contractor be engaged for any mechanical, electrical, work, or plumbing work, repairs to the roof or other structural improvement. Tenant agrees that it will not use contractors other than Landlord's contractors without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld.

14.3 At least ten (10) business days prior to the commencement of any work permitted to be done by persons requested by Tenant on the Premises, Tenant shall notify Landlord in writing of the proposed work and the names and addresses of Tenant's Contractors, all of whom must possess all applicable licenses and permits. During any such work on the Premises, Landlord, or its representatives, shall have the right to go upon and inspect the Premises at all reasonable times, and shall have the right or to take any action which Landlord may deem to be proper for the protection of Landlord's interest in the Premises and the Property. All work shall be performed in a good and workmanlike manner in accordance with Tenant's plans and permits using only new, first class materials.

#### **ARTICLE 15. FURNITURE, FIXTURES, AND PERSONAL PROPERTY**

15.1 Tenant, at its sole cost and expense, may remove its trade fixtures, office supplies and moveable office furniture and equipment not attached to the Property or the Premises provided:

- (a) such removal is made prior to the Expiration Date or the earlier termination of this Lease;
- (b) Tenant is not in default of any obligation or covenant under this Lease beyond applicable cure periods at the time of such removal; and
- (c) Tenant promptly repairs all damage caused by such removal.

15.2 If Tenant does not remove its trade fixtures, office supplies, and moveable furniture and equipment as hereinabove provided prior to the Expiration Date or the earlier termination of this Lease (unless prior arrangements have been made with Landlord and Landlord has agreed in writing to permit Tenant to leave such items in the Premises for an agreed period), then, in addition to its other remedies hereunder, at law or in equity, Landlord shall have the right to have such items removed and stored at Tenant's sole cost and expense and all damage to the Property on the Premises resulting from said removal shall be repaired at the cost of Tenant; Landlord may elect that such items automatically become the property of Landlord upon the Expiration Date or the earlier termination of this Lease, and Tenant shall not have any further rights with respect thereto or reimbursement therefore. All other property in the Premises, any alterations, improvements or additions to the Premises and any other article attached or affixed to the floor, wall, or ceiling of the Premises shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof on the Expiration Date or earlier termination of this Lease, regardless of who paid therefor; and Tenant hereby waives all rights to any payments or compensation therefor.

#### **ARTICLE 16. TAXES**

16.1 During the term hereof, Tenant shall pay, prior to delinquency, all taxes and assessments levied or assessed against or in respect of Tenant's personal property, trade fixtures, furnishings, equipment contained in the Property, and shall hold Landlord harmless from and against all payment of such taxes and assessments. Tenant

shall cause said fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment, and other personal property shall be assessed and taxed to Landlord, Tenant shall pay to Landlord, as Additional Rent, Tenant's share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant and Tenant's property.

#### **ARTICLE 17. ASSIGNMENT AND SUBLETTING**

17.1 Neither Tenant nor Tenant's legal representatives or successors-in-interest, by operation of law or otherwise, shall assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest therein, and any attempt to do so without the prior express written consent of Landlord, which consent shall not be unreasonably withheld, shall be void, of no effect, and constitute an Event of Default hereunder. Notwithstanding the foregoing, each sublease must contain a provision whereby the sublessee agrees that upon notice from Landlord to the sublessee that an Event of Default by Tenant has occurred under this Lease, the sublessee will pay all sublease rents then and thereafter payable, to Landlord, and Tenant hereby assigns such sublease rents to Landlord for the period from and after the delivery of such notice to such sublease.

17.2 If Tenant should desire to assign this Lease or sublease the Premises or any portion thereof, Tenant shall give Landlord written notice of such desire to make such assignment or effect such sublease. At the time of giving such notice, Tenant shall provide Landlord with a copy of the proposed assignment or sublease document, and such information as Landlord may reasonably request concerning the proposed assignee or sublessee to assist Landlord in making an informed judgment regarding the financial condition, reputation, operation, and general desirability of the proposed assignee or sublessee. Landlord shall then have a period of ten (10) business days following receipt of such notice and such information within which to notify Tenant in writing of Landlord's election to:

- (a) permit Tenant to assign or sublet the Premises or said portion thereof in accordance with the terms of the proposed assignment or sublet documents;
- (b) refuse to consent to Tenant's assignment or subleasing of the Premises or said portion thereof and to continue this Lease in full force and effect as to the entire Premises.

Landlord and Tenant agree that, in the event of any approved assignment or subletting, the rights of any such assignee or sublessee of Tenant herein shall be subject to all of the terms, conditions, and provisions of this Lease, including, without limitation, restriction on use, assignment, and subletting and the covenant to pay Rent. Landlord may collect Rent directly from such assignee or sublessee and apply the amount so collected to the Rent herein reserved. Consent by Landlord to a particular assignment, sublease, or other transaction shall not be deemed a consent to any other or subsequent transaction. All documents utilized by Tenant to evidence any subletting or assignment for which Landlord's consent has been requested, shall be subject to prior approval by Landlord or its attorney. If any rent payable to Tenant by any sublessee, assignee, licensee, or other transferee exceeds the Rent reserved herein then Tenant shall be bound and obligated to pay Landlord such excess Rent within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee, or other transferee, as the case might be, as Additional Rent.

17.3 If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. Section 101 et. seq. (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any such monies or other consideration not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord. Any person or entity to whom this Lease is so assigned shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease as of the date of such assignment. Any such assignment shall, upon demand therefor, execute and deliver to Landlord an instrument confirming such assumption.

#### **ARTICLE 18. DAMAGE AND DESTRUCTION**



18.1 If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord. If the Building shall be damaged by fire or other casualty and any of the following applies: (a) substantial alteration or reconstruction of the Building is, in Landlord's reasonable opinion, required (whether or not the Premises shall have been damaged by such fire or other casualty), (b) any mortgagee under a mortgage hereafter covering the Property requires that the insurance proceeds payable as a result of said fire or other casualty be used to reduce or retire the mortgage debt, (c) the Building is damaged as a result of a risk that is not covered by Landlord's insurance, or (d) the Premises is materially damaged during the last year of the Term, then, in any such event, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such damage or casualty, in which event the Rent hereunder shall be abated as of the date of such notice, and Tenant shall vacate the Premises.

18.2 If Landlord does not elect to terminate this Lease as herein provided, then to the extent of the insurance proceeds available to Landlord therefore, Landlord shall repair and restore the Building and/or the Premises to substantially the same condition in which they were immediately prior to the fire or other casualty, except that Landlord shall not be required to rebuild, repair, or replace any part of Tenant's furniture, fixtures, furnishings, or equipment or any alterations, additions, or improvements made by Tenant to the Premises pursuant to Article 14 of this Lease or those improvements made on behalf of Tenant pursuant to this Lease. Landlord shall not be liable for any inconvenience, annoyance, or injury done to the business of Tenant resulting in any way from such damage or the repair thereof and Tenant's obligation to pay a Rent shall continue unabated, except Landlord shall allow Tenant an equitable reduction of Rent during the time and to the extent the Premises are unfit for Tenant's permitted use hereunder, save for Tenant's fault or negligence hereinbelow described.

18.3 If the Premises are destroyed or so damaged that rebuilding or repairs cannot be accomplished within thirty (30) days of the date of damage, then Tenant may, at Tenant's sole discretion, give Landlord notice of election to terminate this Lease. In the event of such election, this Lease shall be deemed to terminate on the date of said notice, and Tenant shall surrender possession of the Premises as of the date of said notice to terminate, and the rent and additional rent shall be apportioned as of the date of said surrender and any rent paid for any period beyond said date shall be repaid to Tenant. In any case in which the use of the Premises is materially and adversely affected by such damage, and the rules and regulations promulgated by the State of Connecticut Department of Consumer Protection governing Licensed Medical Marijuana Producers do not allow for continued use as defined in Article 3.1 above, then Tenant may elect to terminate this Lease as described herein. In any case in which the use of the Premises is materially and adversely affected by such damage, and the rules and regulations promulgated by the State of Connecticut Department of Consumer Protection governing Licensed Medical Marijuana Dispensaries allow for continued use, then there shall be an equitable reduction or abatement in rent depending upon the period for which and extent to which the Premises are not reasonably usable for the permitted use hereunder.

#### **ARTICLE 19. CONDEMNATION**

If there shall be taken by exercise of the power of eminent domain, or by conveyance in lieu thereof, during the Term any material part of the Premises, the Building, or the Property, Landlord may elect to terminate this Lease upon written notice to Tenant within sixty (60) days after the date of such taking or transfer in lieu thereof or to continue the same in effect. All compensation awarded for any taking (or the proceeds of a private sale in lieu thereof) of the Premises, the Building or the Property shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for the taking of Tenant's movable trade fixtures, other personal property, moving expenses or loss of Tenant's business if a separate award for such items is made to Tenant and such separate award does not reduce Landlord's award. If this Lease is terminated as a result of any such exercise of the power of eminent domain, Rent shall be payable up to the date that possession is taken by the condemning authority; Landlord shall refund to Tenant any prepaid unaccrued Rent, less any sum then owing by Tenant to Landlord; and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Term. If such condemnation does not result in the termination of this Lease, the Rent thereafter to be paid shall be proportionately reduced as to the space affected.

#### **ARTICLE 20. INDEMNIFICATION**

20.1 Tenant agrees to defend, with counsel reasonably approved by Landlord, all actions against Landlord, any shareholder, director, officer or employee of Landlord, (collectively the "Landlord Indemnified

Parties”) and to pay, protect, indemnify, and save harmless, to the extent permitted by law, all Landlord Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses), causes of action, suits, claims, demands, or judgments of any nature to which any Landlord Indemnified Party is subject because of its estate or interest in the Premises or the Property arising from (i) injury to or death of any person, or damage to or loss of property, on the Property (except to the extent caused by Landlord’s gross negligence or willful misconduct) or, to the extent caused by or attributable to Tenant or, in any of the foregoing cases, connected with the use, condition, or occupancy of the Premises, (ii) violation of this Lease by or attributable to Tenant, or (iii) any act, fault, omission, or other misconduct of Tenant or its agents, contractors, licensees or sublessees.

20.2 Landlord agrees to defend, with counsel reasonably approved by Tenant, all actions against Tenant, any member or employee of Tenant, (collectively the “Tenant Indemnified Parties”) and to pay, protect, indemnify, and save harmless, to the extent permitted by law, all Tenant Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses), causes of action, suits, claims, demands, or judgments of any nature to which any Tenant Indemnified Party is subject because of its interest in the Premises or the Property arising from (i) injury to or death of any person, or damage to or loss of property, on the Property (except to the extent caused by Tenant’s gross negligence or willful misconduct) to the extent caused by or attributable to Landlord or, (ii) violation of this Lease by or attributable to Landlord, or (iii) any act, fault, omission, or other misconduct of Landlord or its agents, contractors or licensees.

## ARTICLE 21. DEFAULT

21.1 The term “Event of Default” refers to the occurrence of any one (1) or more of the following:

- (a) Failure of Tenant to pay when due any sum required to be paid hereunder within ten (10) Days after receiving written notice of such default (a “Monetary Default”);
- (b) Failure of Tenant, after thirty (30) days following receipt by Tenant of written notice thereof, to perform any of Tenant’s obligations, covenants, or agreements (except such failure which constitutes a Monetary Default), plus such additional reasonable period as may be required in the diligent exercise by Tenant of good faith efforts to cure such default;
- (c) Assignment or sublease of the Lease without prior written consent of Landlord.

21.2 Upon any Event of Default by Tenant, Landlord, at its option, may pursue one or more of the following remedies without notice or demand in addition to all other rights and remedies provided for in law or in equity:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord; and/or
- (b) Enter upon or take possession of the Premises and its contents and expel or remove Tenant, any other occupant, and any contents therefrom in accordance with applicable law, with or without having terminated the Lease.

21.3 If Landlord shall exercise any one or more remedies hereunder granted or otherwise available, such exercise shall not be deemed to be an acceptance or surrender of the Premises by Tenant whether by agreement or by operation of law; it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant.

21.4 Should Landlord elect to terminate this Lease, Landlord may repossess the Premises and Tenant shall be liable as if the expiration of the term fixed in such notice were the end of the Term herein originally demised. In the event this Lease is terminated pursuant to the provisions of this subsection, Tenant shall remain liable to Landlord for damages to an amount equal to (i) the Rent which is due and owing as of the date of such termination, and (ii) the Rent and other sums which would have been owing by Tenant hereunder for the balance of

the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination after deducting all of Landlord's expenses in connection with such reletting, including, but without limitation, the expenses enumerated in Section 21.6 below. Landlord shall be entitled to collect such damages from Tenant monthly on the days on which the Monthly Rent would have been payable hereunder if this Lease had not been terminated, and Landlord shall be entitled to receive the same from Tenant on each such day.

21.5 INTENTIONALLY DELETED.

21.6 Should Landlord elect not to terminate this Lease, Landlord may, in accordance with applicable law, enter upon the Premises or any part thereof and take absolute possession of the same, and, at Landlord's option, Landlord may relet the Premises or any part thereof upon such terms and such rents as Landlord may reasonably elect (which may include, without limitation, concessions of free rent, alteration of the Premises and improvement and moving allowances). Landlord shall use reasonable efforts, but shall not be obligated, to relet the Premises, and nothing herein contained shall under any circumstances be construed so as to require Landlord to lease the Premises below the then-current market rental rates being obtained for similar buildings in the Groton, Connecticut area or to lease the same to any Tenant not creditworthy or otherwise unacceptable to Landlord and shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. In the event Landlord shall elect to so relet, then any rent received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to payment of any reasonable cost of such reletting, including, without limitation, all repossession costs, legal expenses, attorneys' fees, concessions, moving and/or storage costs, alteration, remodeling and repair costs, leasing commissions, and other expenses of preparation for such reletting (collectively, "Reletting Costs"); and third, to the payment of leasing commissions, and other expenses of preparation for such reletting (collectively, "Reletting Costs"); and lastly, to the payment of Rent due and unpaid hereunder. Tenant shall satisfy and pay any deficiency between the rents so collected from the total of the amounts for the items listed above. In no event shall Tenant be entitled to any excess of any rent obtained by reletting over and above the items listed above.

21.7 Tenant further agrees that Landlord may file suit from time to time to recover any sums due under the terms of this Article 21 and that no recovery of any portion due Landlord hereunder shall be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. Reletting the Premises shall not be construed as an election on the part of Landlord to terminate this Lease, and notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach, whereupon the foregoing provisions of this Article 21 with respect to termination shall apply. Nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the Term hereof would have expired had there been no such default by Tenant, or no such termination, as the case may be.

21.8 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity, or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or any or all other rights or remedies provided for in this lease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and non-exclusive. All costs incurred by Landlord in connection with collecting any Rent or other amounts and damages owing by Tenant pursuant to the provisions of this Lease, or to enforce any provision of this Lease, including reasonable attorneys' fees from the date such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, shall also be recoverable by Landlord from Tenant.

21.9 If Tenant shall fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose).

21.10 Landlord is entitled to accept, receive, a check or money order, and deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply them at Landlord's option to any

obligation of Tenant, and such amounts shall not constitute payment of any amount owed, except that to which Landlord has applied them. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or recognized for any purpose whatsoever. The acceptance of any such check, money order or other payment shall be without prejudice to Landlord's rights to recover any and all amounts owed by Tenant hereunder and shall not be deemed to cure any other default nor prejudice Landlord's rights to pursue any other available remedy.

21.11 In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages. Prior to any such action for damages, Tenant shall give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days (plus such additional reasonable period as may be required in the exercise by Landlord of diligent, good faith efforts in which to cure any such default.

#### **ARTICLE 22. INTENTIONALLY OMITTED**

#### **ARTICLE 23. INTENTIONALLY OMITTED**

#### **ARTICLE 24. ATTORNEYS' FEES**

Should it be necessary for Landlord or Tenant, because of a breach of the other hereunder, to place the enforcement of this Lease or any part thereof, or the collection of any Rent due or to become due hereunder, or recovery of the possession of the Premises, in the hands of any attorney, or file suit upon the same, it is agreed that the prevailing party shall recover its reasonable attorneys' fees from the non-prevailing party.

#### **ARTICLE 25. NON-WAIVER**

Neither acceptance of any payment by Landlord from Tenant nor failure by Landlord to complain of any action, non-action, or default of Tenant shall constitute a waiver of any of Landlord's rights or remedies hereunder, at law or in equity. Time is of the essence with respect to the performance of every obligation of Tenant under this Lease in which time of performance is a factor. Waiver by Landlord of any right or arising in connection with any default of Tenant shall not constitute a waiver of such right or remedy or any other right or remedy arising in connection with either a subsequent default of the same obligation or any other default. No right or remedy of Landlord hereunder or covenant, duty, or obligation or Tenant hereunder shall be deemed waived by Landlord unless such waiver is in writing, signed by Landlord.

#### **ARTICLE 26. RULES AND REGULATIONS**

Tenant agrees to comply with all such rules and regulations as may be hereafter adopted by Landlord for the safety, care, and cleanliness of the Property and the preservation of good order thereon. Landlord shall not have any liability to Tenant for any failure of any other tenants of the Property to comply with such rules and regulations.

#### **ARTICLE 27. ASSIGNMENT BY LANDLORD**

Landlord shall have the right to transfer or assign, in whole or in part, all its rights and obligations hereunder and in the Premises and the Property.

#### **ARTICLE 28. LIABILITY OF LANDLORD**

It is expressly understood and agrees that the obligations of Landlord under this Lease shall be binding upon Landlord and its successor and assigns and any future owner of the Property only with respect to events occurring during its and their respective ownership of the Property. In addition, Tenant agrees to look solely to Landlord's interest in the Property for recovery of any judgment against Landlord arising in connection with this Lease, it being agreed that neither Landlord nor any successor or assign of Landlord nor any future owner of the Property, nor any partner, member, shareholder, officer, director or employee or of any of the foregoing shall ever be personally liable for any such judgment.

## **ARTICLE 29. SUBORDINATION AND ATTORNMENT**

29.1 This Lease, at Landlord's option, shall be subordinate to any mortgage hereafter placed upon the Property, and to all renewals, modifications, consolidations, replacements, and extensions of such mortgage. Tenant agrees, with respect to any of the foregoing documents, that no documentation other than this Lease shall be required to evidence such subordination. Tenant agrees to execute such documents as may be further reasonably required to evidence such subordination, or to make this Lease prior to the lien of any mortgage, as the case may be, and by failing to do so within ten (10) business days after written demand, Tenant does hereby make, constitute, and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place, and stead, do to so. This power of attorney is coupled with an interest.

29.2 Landlord shall use reasonable efforts to obtain from each holder of a mortgage, a non-disturbance agreement, using the form of document then being employed by such holder for such purposes, which provides that Tenant, notwithstanding any default of Landlord hereunder, shall have the right to remain in possession of the Premises described herein in accordance with the terms and provisions of this Lease for so long as Tenant shall not be in default under this Lease. Landlord's inability to obtain such a non-disturbance agreement shall not affect Tenant's subordination or attornment as provided for in this Article 29.

29.3 Tenant shall, at such time or times as Landlord may request, upon not less than fifteen (15) days' prior written request by Landlord, sign and deliver to Landlord a certificate stating whether this Lease is in full force and effect; whether any amendments or modifications to this Lease exist; whether any Monthly Rent has been prepaid and, if so, how much; whether there are any defaults hereunder by either Landlord or Tenant; and such other information and agreements as may be reasonably requested, it being intended that any such statement delivered pursuant to this Section 29.3 may be relied upon by Landlord and by any prospective purchaser of all or any portion of Landlord's interest herein, or a holder or prospective holder of any mortgage encumbering the Property. Tenant's failure to deliver such statement within such time shall conclusively be deemed to be an admission by Tenant of the matters set forth in the request for an estoppel certificate. Further, if Tenant fails to deliver such statement to Landlord within said fifteen (15) day period, Tenant does hereby make, constitute, and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place, and stead, to do so. This power of attorney is coupled with an interest.

## **ARTICLE 30. HOLDING OVER**

In the event Tenant, or any party claiming under Tenant, retains possession of the Premises after the Expiration Date or earlier termination of this Lease, such possession shall be that of a month-to-month tenancy. Notwithstanding the foregoing, if Tenant, or any party claiming under Tenant, does not vacate the Premises upon thirty (30) days' prior written notice from Landlord, such parties shall be subject to immediate eviction and removal. Tenant or any such party shall pay Landlord, as compensation for use and occupancy for the period of such holdover, an amount equal to one hundred fifty percent (150%) of the Rent otherwise provided for herein during the time of holdover. Tenant shall also be liable for any and all damages sustained by Landlord as a result of such holdover. The Rent during such holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the term of this Lease.

## **ARTICLE 31. SIGNS**

Tenant shall have the right to install, at Tenant's sole cost and expense, its sign on the Building at a location reasonably approved by Landlord. Tenant shall obtain all requisite permits and approvals before affixing its sign. No other sign, symbol, or identifying marks shall be put upon the Property, the Building, entrances, parking areas, or upon the doors or walls, without the prior written approval of Landlord, which approval may be withheld or conditioned in Landlord's sole and absolute discretion. Should such approval be granted, all signs or lettering shall conform in all respect to the sign and/or lettering criteria established by Landlord.

## **ARTICLE 32. INTENTIONALLY DELETED**

## **ARTICLE 33. COMPLIANCE WITH LAWS**

33.1 On and after the Commencement Date, Tenant, at its sole cost and expense, shall promptly comply with all laws, statutes, ordinances, and governmental rules, regulations now in force or which may hereafter become in force, of federal, state, and municipal authorities (collectively all "Laws") insofar as any thereof relate to or affect the use or occupancy of the Premises by the Tenant and/or Tenant's specific business operations at the Premises. Notwithstanding the terms and conditions contained herein, the parties agree that this lease shall be governed by the rules and regulations promulgated by the State of Connecticut Department of Consumer Protection governing medical marijuana dispensaries and both parties agree to fully comply with said rules and regulations.

33.2 The parties shall immediately notify the other upon the receipt of any "notice," as hereinafter defined, of any violation of any federal, state or local law, ordinance or regulation. "Notice" shall mean any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from federal, state or local government, agency or authority.

33.3 In the event of any breach of this Article 33, Tenant agrees to defend, indemnify and hold harmless Landlord, its successors and assigns from and against any and all liabilities, losses, damages, costs, expenses (including without limitation, reasonable attorneys' fees and expenses), civil and/or criminal penalties, causes of action, suits, claims, demand, or judgments of any nature arising out of or in connection with Tenant's occupancy and/or use of the Premises and any act or omission of the Tenant in the performance of its obligations hereunder. The provisions of this Section 33.3 shall survive the expiration or earlier termination of this Lease.

#### **ARTICLE 34. SEVERABILITY**

This Lease shall be construed in accordance with the laws of the State of Connecticut. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the Term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid, or unenforceable, there is added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and still be legal, valid, and enforceable.

#### **ARTICLE 35. NOTICES**

Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be sent by a reputable private carrier of overnight mail or mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, in each case addressed as follows:

If to Landlord: c/o Antonino Auto Group  
Route 184, 425 Gold Star Highway  
Groton, CT 06340

If to Tenant: 379 Quarry Brook Drive  
South Windsor, CT 06074

With a copy to: Brian R. Forts, Esq.  
Bennett & Forts, P. C.  
1093 Main Street  
Holden, MA 01520

Notice hereunder shall become effective (i) three (3) days' after being sent by Certified Mail or (ii) the day after being sent by commercial receipted overnight delivery service.

The above notice addresses may be changed from time to time by either party serving notice as provided above.

#### **ARTICLE 36. OBLIGATIONS OF SUCCESSORS; PLURALITY; GENDER**

Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words imparting such covenants were used in each paragraph hereof, and that, except as restricted by the provisions hereof, shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. If the rights of Tenant hereunder are owned by two or more parties, or two or more parties are designated herein as Tenant, then all such parties shall be jointly and severally liable for the obligations of Tenant hereunder. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equal include the other.

#### **ARTICLE 37. ENTIRE AGREEMENT**

This Lease and any attached exhibits constitute the entire agreement between Landlord and Tenant. No prior or contemporaneous letter of intent, written or oral lease or representations shall be binding. This Lease shall not be amended, changed, or extended except by written instrument signed by Landlord and Tenant.

#### **ARTICLE 38. ARTICLE AND SECTION CAPTIONS**

Article and Section captions are for Landlord's and Tenant's convenience only, and neither limit nor amplify the provisions of this Lease.

#### **ARTICLE 39. INTENTIONALLY DELETED**

#### **ARTICLE 40. INTENTIONALLY DELETED**

#### **ARTICLE 41. BROKERAGE**

Landlord and Tenant each represents and warrants to the other that it has dealt only with U. S. Properties, Inc. and William Raveis (the "Broker") in negotiation of this Lease. Landlord shall make payment of the brokerage fee due to the Broker pursuant to and in accordance with a separate agreement with the Broker. Landlord and Tenant hereby agree to indemnify and hold the other harmless of and from any and all damages, losses, costs, or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any other broker or other person claiming a commission and arising out of or in connection with the negotiation, execution, and delivery of this Lease.

#### **ARTICLE 42. EXHIBITS**

Exhibits A and B are attached hereto and incorporated herein for all purposes and are hereby acknowledged by both parties to this Lease.

#### **ARTICLE 43. RECORDING**

Tenant shall not record this Lease or a memorandum or notice thereof.

#### **ARTICLE 44. SECURITY DEPOSIT**

Tenant has concurrently with the execution of this Lease deposited with Landlord the initial sum of \$2,800.00 (hereinafter sometimes referred to as the "Security Deposit") as security for the full performance of every provision of this Lease by Tenant and without any liability on the part of Landlord for interest thereon. Landlord may apply all or any part of the Security Deposit to cure any default by Tenant hereunder, and Tenant shall, on demand, immediately restore to the Security Deposit all amounts so applied and/or increase the amount of the Security Deposit so at all times it is equal to one month's rent. If Tenant shall fully perform each provision of this Lease, any portion of the Security Deposit which has not been applied by Landlord in accordance with the provisions hereof shall be returned to Tenant without interest within thirty (30) days after the expiration of the Lease Term. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Property in the event that such interest be sold or transferred, and, in the event the purchaser or

transferee assumes the obligations of Landlord with respect thereto, Landlord shall thereupon be discharged from any further liability with respect to such deposit.



**ARTICLE 45. OPTION TO RENEW**

(a) Provided Tenant is not in default under this Lease beyond applicable cure periods at the time the option may be exercised, Landlord grants Tenant the option (the "Renewal Option") to renew this Lease with respect to the Premises for five (5) additional period of five (5) years (each a "Renewal Period"). The Renewal Option shall be exercised by Tenant delivering written notice to Landlord at least one hundred fifty (150) days prior to the Expiration Date of the Lease or Renewal Period as applicable. Time being of the essence.

(b) The renewal rental rate for each Renewal Period (the "Renewal Base Rent") shall be at a mutually-agreed-upon fair market value to be negotiated by the parties in good faith following Landlord's receipt of the notice as set forth in (a) above. The Renewal Rent shall be at an annual cost per square foot equal to the fair market rental rate for the Premises but in no event less than the annual rental rate paid by Tenant during Lease Year Five (with respect to the first Renewal Period) or the fifth year of each Renewal Period (with respect to subsequent Renewal Periods) plus five (5%) percent. In the event the parties are unable to reach agreement within the sixty (60) day period following the receipt of Tenant's notice of exercise, this Lease shall expire on the Expiration Date or at the end of the Renewal period then in effect.


(c) Landlord and Tenant shall execute an amendment to this Lease, which amendment shall set forth the extended Term, the Renewal Base Rent and all other terms and conditions

(d) Except as set forth above, the Renewal Period shall be subject to all of the terms and conditions of this Lease.


**ARTICLE 46. OPTION TO LEASE**


The parties hereto acknowledge and understand that the execution and delivery of this Lease is subject to Tenant obtaining all requisite final governmental, quasi-governmental and land use approvals for the use described in Article 3. Landlord has agreed to make the Premises available for lease by Tenant until January 31, 2014, contingent upon payment by Tenant of a monthly option fee in the amount of One Thousand Two Hundred and 00/100 (\$1,200.00) Dollars on or before the first (1<sup>st</sup>) day of each month through and including January 1, 2014. Time being of the essence. Should Tenant fail to pay this monthly option fee when due Landlord shall no longer be obligated to make the Premises available for lease to the Tenant.

IN WITNESS WHEREOF, Landlord and Tenant, acting herein through duly authorized individuals, have caused these presents to be executed in multiple counterparts, each of which shall have the force and effect of an original on this 13<sup>th</sup> day of NOV., 2013.

  
\_\_\_\_\_  
Bernadette M. Feeney

LANDLORD:  
Windsor Plaza, Inc.  
By:   
\_\_\_\_\_  
Its V. President

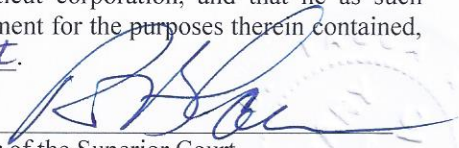
  
\_\_\_\_\_  
Bernadette M. Feeney

TENANT:  
Prime Wellness of Connecticut, LLC  
By:   
\_\_\_\_\_  
Its CEO managing member

STATE OF CONNECTICUT )  
: ss. Groton, CT  
COUNTY OF NEW LONDON )

November 13, 2013

Before me, the undersigned officer, personally appeared, LED ANTONINO who acknowledged himself to be the Vice President of **Windsor Plaza, Inc.**, a Connecticut corporation, and that he as such Vice President, being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of the corporation by himself as its vice president.

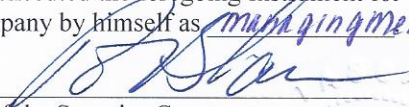


Commissioner of the Superior Court  
Notary Public  
My Commission Expires: Robbie B. Tasca  
**Notary Public**  
**My Commission Expires**  
**March 31, 2018**

STATE OF CONNECTICUT )  
: ss. Groton, CT  
COUNTY OF New London )

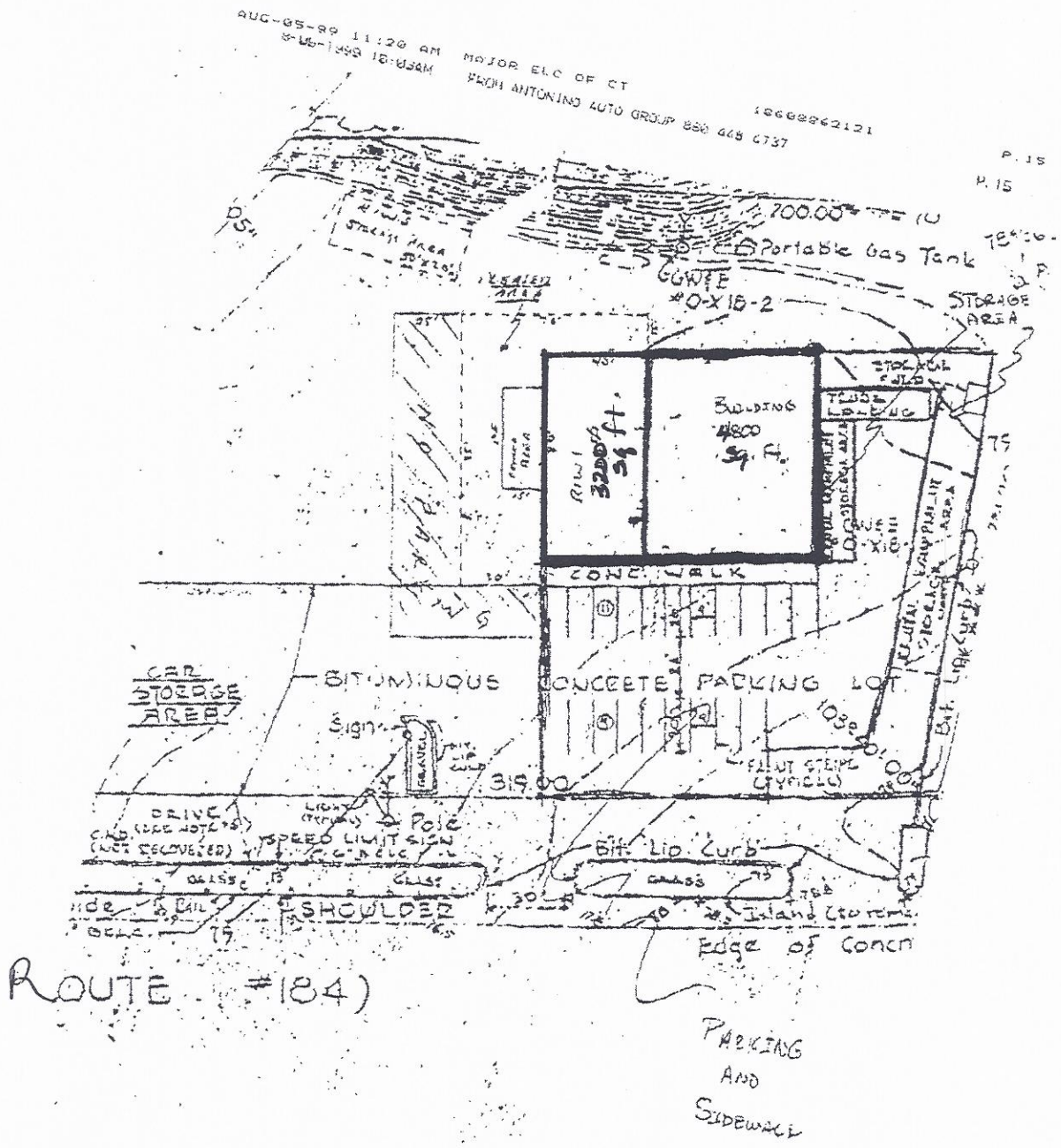
November 13, 2013

Before me, the undersigned officer, personally appeared, Thomas J. Nicholas who acknowledged himself to be Managing Member of Prime **Wellness of Connecticut, LLC**, a Connecticut limited liability company, and that he as such Managing Member being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Managing Member.



Commissioner of the Superior Court  
Notary Public  
My Commission Expires: Robbie B. Tasca  
**Notary Public**  
**My Commission Expires**  
**March 31, 2018**

**EXHIBIT A**  
**THE PREMISES**

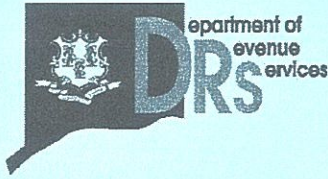


**EXHIBIT B**

**LANDLORD'S WORK**

The following Landlord's work is to be completed by Landlord at Landlord's expense prior to the commencement of the Lease.

1. Removal of hazardous materials, if any.
2. Repair of leaks in the duct system.
3. Premises to be delivered in a clean condition.



# STATE OF CONNECTICUT DEPARTMENT OF REVENUE SERVICES

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

Corr ID: 1300018551496

Date: 11/05/2013

Dear Taxpayer:

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

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

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

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

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

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

Department of Revenue Services  
State of Connecticut  
25 Sigourney St Ste 2  
Hartford CT 06106-5032  
R603 (Rev. 07/09)

## Sales and Use Tax Permit



Use only at this location: Lic Nbr: 1055749

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

Date Issued	Expiration Date	Business Start Date	Connecticut Tax Registration Number
11/04/2013	12/31/2018	01/02/2014	60335015-001

PRIME WELLNESS OF CONNECTICUT LLC  
PRIME WELLNESS OF CONNECTICUT LLC  
379 QUARRY BROOK DR  
SOUTH WINDSOR CT 06074-3526

PRIME WELLNESS OF CONNECTICUT LLC  
PRIME WELLNESS OF CONNECTICUT LLC  
379 QUARRY BROOK DR  
SOUTH WINDSOR CT 06074-3526

Kevin B. Sullivan  
Commissioner of Revenue Services

This license may not be transferred or assigned.

November 11, 2013

Mr. Thomas J. Nicholas, President  
Prime Wellness of Connecticut, LLC  
379 Quarry Brook Drive  
South Windsor, CT 06074

Dear Tom,

I'm writing this letter so that you can include it in your company's application to Connecticut's Medical Marijuana Program. I am the owner of property located at 382 Gold Star Highway, Groton, CT 06340. We have executed a lease on the site contingent upon receipt of all local and state approvals, specifically receipt of a license in the DCP's Medical Marijuana program.

I understand that your intended use for my property is a licensed Medical Marijuana facility and I approve of that use.

Best of luck in your quest for licensure and please keep me apprised of your progress.

Sincerely,

A handwritten signature in blue ink that reads "Leo Antonino". The signature is written in a cursive style with a small flourish at the end.

Leo Antonino, Owner  
Windsor Plaza, Inc.  
382 Gold Star Highway  
Groton, CT 06340



# TOWN OF GROTON

OFFICE OF THE TOWN MANAGER

MARK R. OEFINGER, AICP  
TOWN MANAGER  
MOEFINGER@GROTON-CT.GOV

45 FORT HILL ROAD, GROTON, CONNECTICUT 06340  
TELEPHONE (860) 441-6630 FAX (860) 441-6638  
WWW.GROTON-CT.GOV

November 7, 2013

Mr. Thomas J. Nicholas, President  
Prime Wellness of Connecticut, LLC  
379 Quarry Brook Drive  
South Windsor, CT 06074

Re: Proposed Medical Marijuana Dispensary, 382 Gold Star Highway

Dear Mr. Nicholas:

Thank you for your interest in locating a medical marijuana dispensary in Groton. The site in question, located at 382 Gold Star Highway, is a highly visible location, with easy access to Interstate 95. It would be a convenient location for patients to reach and has on-site parking adjacent to the front door.

We have been advised that you are not proposing any external improvements, as this commercial site is fully developed and should readily accommodate your proposed use. The Town's Zoning Official has confirmed that the proposed use meets existing zoning regulations for the CB-15 zone as a medical marijuana dispensary and would be considered as a pharmacy or drug store, which is an allowed use within the zone. The Zoning Official also reviewed code compliance and determined that there are no outstanding zoning violations on this site. Obviously, you will not be applying for a building permit for the building's interior improvements until after you receive Connecticut Department of Consumer Protection approval. That permitting should be a relatively routine exercise, as is the case with the occupancy of any existing retail unit. The Building Official has reviewed the space and could not find any outstanding building code violations on site. The Fire Marshal has also reviewed the location and did not find any outstanding fire code violations on the site. He will likewise review the building permit application once you have your state approval. We know of no obstacles for you to receive the standard permits associated with occupying this retail space.

We look forward to working with you in facilitating the occupancy of this medical marijuana dispensary to meet the needs of patients in Groton and surrounding communities. If you have any questions, please feel free to contact me, or a member of the Office of Planning and Development Services staff.

Sincerely,

Mark R. Oefinger, AICP  
Town Manager

Question B1

Dispensary



**Prime Wellness of Connecticut LLC - Proposed Dispensary Site**  
**382 Gold Star Highway Groton, CT**

Google earth



Question B1

Dispensary



**Front View of Proposed Dispensary  
Groton, CT**

## Site Photo Report

Photograph report describes the Prime Wellness of Connecticut LLC proposed **Dispensary Facility (382 Gold Star Highway Groton, CT 06340-6260)**. Photograph #1 was obtained from the internet Google Earth. Photographs #2-13 contained in this report were taken on 10/27/2013, by Patrick Chagnon, utilizing a Canon EOS Rebel T3i digital camera

### Description of photographs:

- Photo #1: Google Earth overview of proposed dispensary site.
- Photo #2: Front view of proposed dispensary location (left corner of building).
- Photo #3: South corner overview.
- Photo #4: South corner of building fenced loading/unloading area.
- Photo #5: West corner building overview.
- Photo #6: Rear of building overview west corner.
- Photo #7: Rear entrance door west corner of building.
- Photo #8: North corner of building overview.
- Photo #9: Rear of building unsecured gas tank.
- Photo #10: Overview north corner of building.
- Photo #11: East corner of building.
- Photo #12: South corner front overview.
- Photo #13: Front overview of proposed dispensary location.

# Question B1

## Site Photo Report

Photograph #1 was obtained from the internet Google Earth. Photographs #2-13 contained in this report were taken on 10/23/2013 by Patrick Chagnon utilizing a Canon EOS Rebel T3i digital camera.



Photo#1: Google Earth overview of proposed dispensary site (382 Gold Star Highway Groton, CT 06340-6260).



Photo #2: Front view of proposed dispensary location (left corner of building).



Photo #3: South corner overview.



Photo #4: South corner of building fenced loading/unloading area.

# Question B1



Photo #5: West corner building overview.



Photo #6: Rear of building overview west corner.



Photo #7: Rear entrance door west corner of building.



Photo #8: North corner of building overview.

# Question B1



Photo #9: Rear of building unsecured gas tank.



Photo #10: Overview north corner of building.



Photo #11: East corner of building.



Photo #12: South corner front overview.

# Question B1

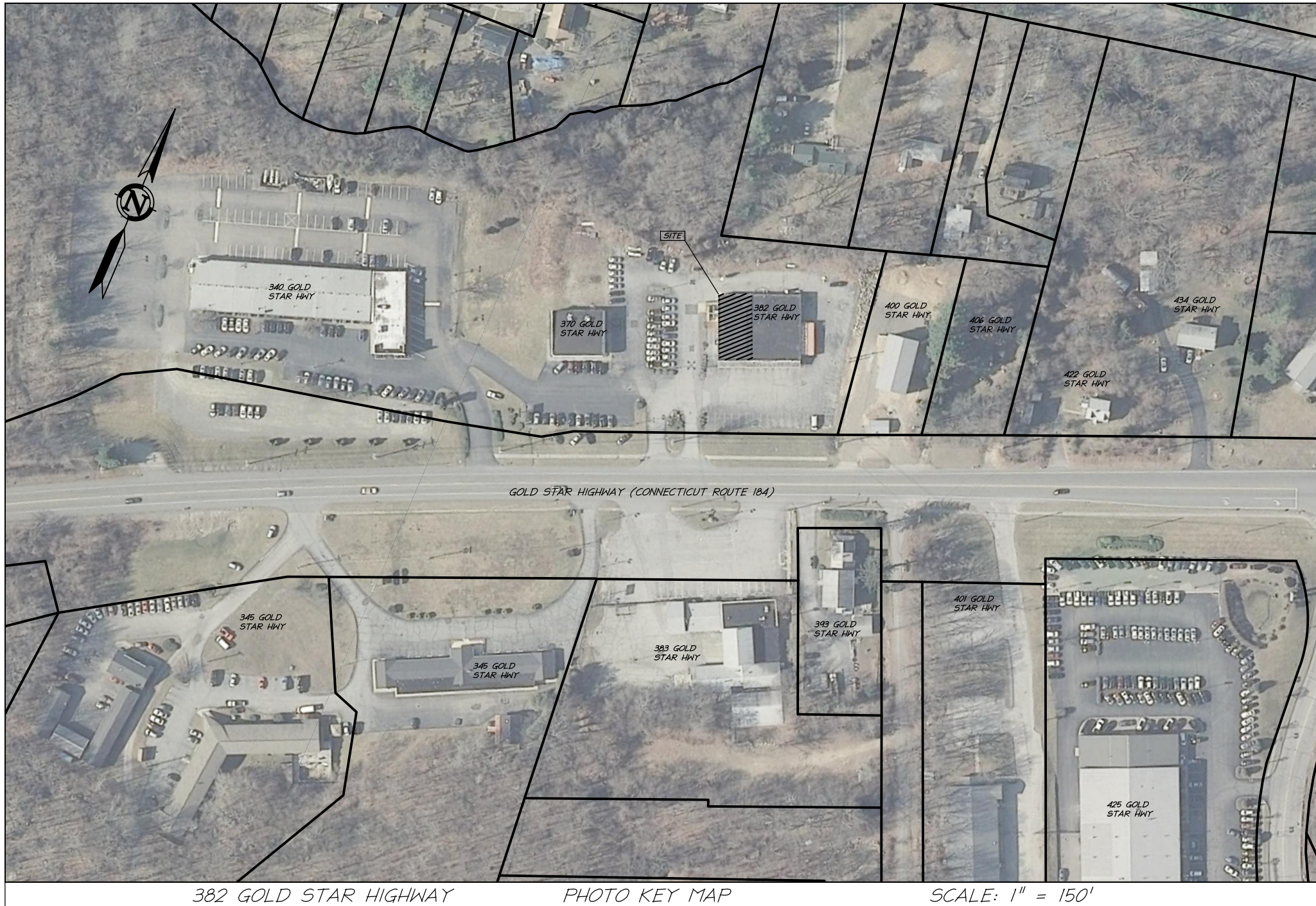


Photo #13: Front overview corner of proposed dispensary location.

Question B4



# Question B5





# Question B5



340 Gold Star Highway

Automotive Sales

# Question B5



345 Gold Star Highway

Motel

# Question B5



345 Gold Star Highway

Multi-Use Commercial

## Question B5



370 Gold Star Highway

Automotive Dealership

# Question B5



382 Gold Star Highway

Retail – Multiple Occupancy

# Question B5



383 Gold Star Highway

Small Retail and Services

# Question B5



393 Gold Star Highway

General Office

## Question B5



393 Gold Star Highway

General Office



## Question B5



382 Gold Star Highway – East Portion of Retail Building Shown on Left Side of Photo Above  
Dispensary Facility Proposed in West Portion of Retail Building

400 Gold Star Highway – Center of Photo Above  
Single Family Residential

## Question B5



401 Gold Star Highway

Miscellaneous Public

## Question B5



406 Gold Star Highway

Single Family Residential

## Question B5



422 & 434 Gold Star Highway

Multiple Houses – 2 Single Family Residential

Properties are on the Left in the Above Photo - View Looking East on Gold Star Highway

# Question B5



425 Gold Star Highway

Automotive Dealership



## Question B6

### NOTES:

1. THE PURPOSE OF THIS PLAN IS TO DEPICT THE PROPOSED DISPENSARY FACILITY LOCATED AT 382 GOLD STAR HIGHWAY IN GROTON, CONNECTICUT AND THE GENERAL SITE CHARACTERISTICS OF THE PROPERTIES LOCATED ON THE SAME BLOCK AS THE PROPOSED DISPENSARY FACILITY.

### MAP REFERENCES:

1. PHOTOGRAMMETRIC INFORMATION DEPICTED HEREON IS FROM THE CONNECTICUT ENVIRONMENTAL CONDITIONS ONLINE 2012 ORTHO IMAGERY DOWNLOAD.
2. PROPERTY LINE INFORMATION DEPICTED HEREON IS FROM THE TOWN OF GROTON GEOGRAPHIC INFORMATION SYSTEMS ASSESSOR'S TAX MAPS.

### SURVEY NOTES:

1. THIS SURVEY AND MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THRU 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996.
  - TYPE OF SURVEY IS A COMPILATION PLAN AND IS INTENDED TO DEPICT THE APPROXIMATE LOCATION OF IMPROVEMENTS RELATIVE TO APPROXIMATE PROPERTY LINES.
  - INFORMATION DEPICTED HEREON IS BASED ON MAPS REFERENCED ABOVE.
  - HORIZONTAL ACCURACY MEETS CLASS D STANDARDS.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

LAWRENCE R. GEISSLER, JR., L.S.

1/23/27  
LIC. NO.

NO.	DATE	REVISIONS	BY

**SITE PLAN  
COMPLIATION PLAN**  
SCALE AS NOTED

SHEET  
**DG-1**

**DISPENSARY  
FACILITY**  
382 GOLD STAR HIGHWAY  
GROTON, CONNECTICUT

PREPARED FOR:  
Prime Wellness of  
Connecticut, LLC  
379 Quarry Brook Drive  
South Windsor, CT 06074  
860-558-4935

PROJECT NO:  
3295  
DATE:  
11-8-13  
DRAWN BY:  
LAWRENCE R. GEISSLER, JR.  
CHECKED BY:  
LAWRENCE R. GEISSLER, JR.  
DATE:  
11/8/13

**design  
professionals**  
CIVIL & TRAFFIC ENGINEERS / PLANNERS / SURVEYORS  
GIS ANALYSTS / LANDSCAPE ARCHITECTS

425 SULLIVAN AVENUE  
PO BOX 187  
SOUTH WINDSOR, CT 06074  
860-291-9752 - F  
860-291-9752 - C  
www.designprofessionals.com



# Question B7

**NOTES:**

THE PURPOSE OF THIS PLAN IS TO DEPICT THE PROPERTIES WITHIN 1000 FEET OF THE PROPOSED DISPENSARY FACILITY LOCATED AT 382 GOLD STAR HIGHWAY IN GROTON, CONNECTICUT.

**MAP REFERENCES:**

- PHOTOGRAMMETRIC INFORMATION DEPICTED HEREON IS FROM THE CONNECTICUT ENVIRONMENTAL CONDITIONS ONLINE 2012 ORTHO IMAGERY DOWNLOAD.
- PROPERTY LINE INFORMATION DEPICTED HEREON IS FROM THE TOWN OF GROTON GEOGRAPHIC INFORMATION SYSTEMS ASSESSOR'S TAX MAPS.

**SURVEY NOTES:**

- THIS SURVEY AND MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THRU 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996.
  - TYPE OF SURVEY IS A COMPILATION PLAN AND IS INTENDED TO DEPICT THE APPROXIMATE LOCATION OF IMPROVEMENTS RELATIVE TO APPROXIMATE PROPERTY LINES.
  - INFORMATION DEPICTED HEREON IS BASED ON MAPS REFERENCED ABOVE.
  - HORIZONTAL ACCURACY MEETS CLASS D STANDARDS.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

LAWRENCE R. GEISSLER, JR., L.S. 12327  
LIC. NO.

1000 FEET RADIUS MAP COMPIATION PLAN	NO.	DATE	REVISIONS	BY

SCALE: 0 100' 200' 400'  
1" = 200'

SHEET  
**DG-2**

## DISPENSARY FACILITY

382 GOLD STAR HIGHWAY  
GROTON, CONNECTICUT

PROJECT NO. 2395  
DATE 11-8-13  
DRAWN BY: [blank]  
CHECKED BY: [blank]  
DATE: [blank]  
SCALE: [blank]

PREPARED FOR:  
Prime Wellness of Connecticut, LLC  
379 Quarry Brook Drive  
South Windsor, CT 06074  
860-558-4935

**design professionals**  
CIVIL & TRAFFIC ENGINEERS / PLANNERS / SURVEYORS  
GIS ANALYSTS / LANDSCAPE ARCHITECTS

425 SULLIVAN AVENUE  
P.O. BOX 187  
SOUTH WINDSOR, CT 06074  
860-291-9750 - F  
860-291-9752 - C  
www.designprofessionalsinc.com

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## 1. SITE DISCRIPTION

### Dispensary Center – Groton

Prime Wellness of Connecticut has the intention of establishing a Dispensary Center at 382 Gold Star Highway Groton, CT. This facility is located in an established small strip mall style building in a business zoned area of town.



**Dispensary Center at 382 Gold Star Highway Groton, CT**

The proposed location for the dispensary facility is an existing 3,200 square foot tenant space within a single-story commercial retail building at 382 Gold Star Hwy Groton, CT. The structure is single-story, with brick masonry exterior walls and a flat roof. Customer parking is located along the storefront (south) side of the building.

The rear of the building area has additional employee parking and a service door for deliveries.

Current security features at this site are minimal (as it is empty space) and will need enhancements in securing the large windows and doors. A good natural feature for this site is it is open enough to allow good surveillance to the outside. A neighboring business is an Auto Dealership which has enhanced the lighting for the entire area. A crime cap index report was conducted and shows that this site has a (low) crime rate (refer to cap index report for details in Exhibit 3). Based on the intended operations, a low crime is a desirable level in consideration in developing the security program within the dispensary facility. Based on the strong relationship already developed with the Groton Police Department, a proactive security plan will reduce this risk.

Proposed Building Design features and considerations include:

- Secure building entry points with an internal man-trap vestibule and a separate service / delivery area with a secure vestibule.
- Employee amenities, including lockers, bathroom and a break area.
- A private consultation room accessible from the Customer Lounge area.
- Accessible customer bathroom facilities.
- Full visual screening of the Customer Lounge and Retail Counter area from the exterior of the building.
- A Secure Storage area including a vault which provides a GSA Class 5 rating for product storage.

Proposed Building Design program areas include:

- Customer Entry | 220 square feet | with secure vestibule and adjacent reception security control. Customer credentials are confirmed prior to entry.
- Reception | 185 square feet | a secure employee area for customer access control.
- Lounge | 1,000 square feet | with comfortable seating areas for customer waiting prior to consultation and sales. Access to the designated bathroom facilities and the consultation office is the limit of customer access.
- Consultation Office | 120 square feet | is an office adjacent to the Lounge for private customer consultations.
- Service / Display Counter and Drawers | 400 square feet | includes the retail display counter / kiosk and customer sales. Drawer area in the employee area behind the customer counter provides additional secure storage of products during business hours.
- Manager's Office | 120 square feet | provides an office space for the dispensary manager in the secure area of the building.
- Employee Room | 230 square feet | includes an accessible toilet room for employee use, a kitchenette, lockers and a break area.
  
- Safe Room and Storage | 150 square feet | for general storage which includes a GSA Class 5 rated vault for product storage during non-business hours. The area would also include a secure server enclosure and intrusion resistant enclosure walls.
- Secure Entry | 60 square feet | provides a secure vestibule enclosure for deliveries and includes intrusion resistant construction and security monitoring.
- Closet | 90 square feet | for the storage of general dispensary supplies.

Exterior perimeter walls, interior tenant separation walls and separation walls between customer and employee areas will be enhanced with intrusion resistant panel. The Lounge area will be developed as a customer-focused retail area with security and access control and monitoring.

service  
entry

ing

!





Dear John,

The days may be growing shorter, but there's still plenty going on at Prime Wellness. So grab a hot tea or cocoa and settle in for this month's news!

Your Prime Wellness Team

## Upcoming Seminars

### Medical Marijuana 101

Prime Wellness is hosting two informational sessions for the public and patients about the basics of medical marijuana.

Topics will include: benefits of using medical marijuana, an explanation of the current law and commentary from an expert osteopathic physician on its uses. The presentation aims to inform those considering becoming a patient whether medical marijuana is right for them and how to legally obtain it.



#### NOVEMBER 4 \* LOCATION 1

7:00pm to 8:30pm at the Community Center Senior Room \* 22 Name St, City, CT.

**Co-presenters:** - John Doe M.Ed, ECD of PW - Paul Smith D.O.

#### NOVEMBER 12 \* LOCATION 2

7:00pm to 8:30pm at the Public Library  
55 Name Street, City, MA

**Co-presenters:** - John Doe M.Ed, ECD of PW - Paul Smith D.O.

## THANKSGIVING HOURS

Thanksgiving falls on November 28 this year. We will be closed on Thanksgiving Day, and in order to give our staff ample time with friends and family, all dispensaries will be open from 8 a.m. to noon on Wednesday Nov. 27.

## Reminder

### Patient ID Verification

We would like to remind

you that we cannot accept any ID that does not display a photo. We apologize for the inconvenience.

## Upcoming Events



Prime Wellness is pleased to participate in the **Local Food Bank drive**, helping to provide nutritious food to people in need this winter. We need your help! Bring in your supplies and place it in the box located in each dispensary. Location 1's out to an early lead here, but absolutely every donation makes a real difference. Your generosity counts!

Like us on **Facebook** 

Follow us on **twitter**

View our profile on **Linked** 

## New Patient Registration

Saturday new patient registrations **in all our locations are by appointment only**, please call ahead. All other dispensaries have drop-in new intakes Monday through Friday.  
*Call PW new patient inquiry: 1-855-000-0000*

## Review your dispensary

Let us know how we are doing and submit a review on Google + by clicking on your dispensary's link below:

**Location 1 Google +**  
**Location 2 Google +**

LOCATION 1

LOCATION 2

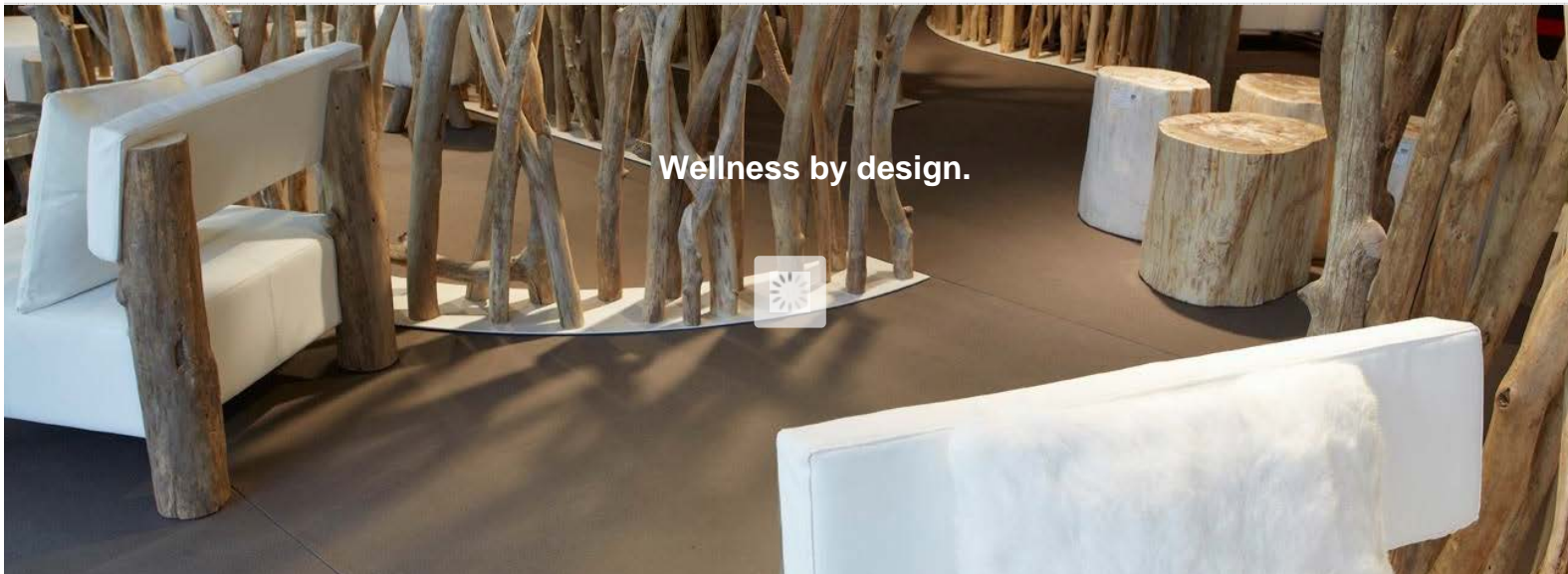
## TALK TO US

We want to hear from you. If you have any questions or suggestions, feel free to email us at [info@primewellness.org](mailto:info@primewellness.org), call us at 1-855-000-0000 or drop a note in the Suggestion Box in your dispensary.

 SafeUnsubscribe™

Trusted Email from  
**Constant Contact**  
Try it FREE today.

Prime Wellness | 321 Street Name | City | State | 00000



The mission of Prime Wellness is to provide **one-on-one interactions** with qualified patients by trained and knowledgeable staff, in a **personal and compassionate manner**.

Our goal is to assist patients to reach a **better quality of life** through providing an array of **wellness related services**, the **highest quality medical marijuana** at reasonable prices, and **education** and **awareness** about **medical marijuana**.

Prime Wellness offers home delivery services to its patients.

*"Once you choose hope,  
anything's possible..."*

-Christopher Reeve

## Location 1



123 Street Name, CT 00000  
Patient Inquiry: (1800) 765-4321

[Tell me more...](#)

## Location 2



234 Street Name, CT 00000  
Patient Inquiry: (1800) 987-6543

[Tell me more...](#)

## Patient Secure Login

### Login Form

User

Password

Remember me

[→ Recover password](#)

“ *Your Prime Wellness of Connecticut medical marijuana dispensary, coming soon...* ”

## Latest Posts



### November Patient's Appreciation Month

The month of November is for you,  
we would like to say thank...

## Facebook Feedbacks

Mr WordPress on November  
Patient's Appreciation Month

## Address

321 Street Name, CT 00000

Phone: (1800) 765-4321

Fax: (1800) 765-4321

Website:

<http://primewellnessofct.com>

Email: [info@primewellnessofct.com](mailto:info@primewellnessofct.com)



## Disclaimer

Important: This site has been setup purely for demonstration purposes and all the content are designed to showcase the uDESIGN WP theme as it could look on a live site. All images are copyrighted to their respective owners.



# + Prime Wellness



## + Milestones

### Anniversaries

1 year Dispensary | 11.09  
 Julie T. | 11.02  
 Mark W. | 11.06  
 Samantha H. | 11.21  
 Allyson G. | 11.23  
 Howard B. | 11.27

### Birthdays

Mike H. | 11.03  
 Joe L. | 11.06  
 Sam F. | 11.12  
 Fred P. | 11.17  
 Andrew W. | 11.18  
 Julie T. | 11.21  
 Henry O. | 11.21  
 Dennis W. | 11.24  
 Patricia R. | 11.30

## + Wellcome

This month has brought many changes to our Prime Wellness family. While we were sad to say goodbye to **Marry Dumas** and **Paul Smith**, we thank them for their work over the past year, and wish them all success in their new endeavors!

We have also made a number of great new additions to our team.

**Cindy Bond** will join us this month as Production Manager, and **Franck Dupont** will join us as a Production Assistant. **John Robert** is our new CSG. We congratulate **Lisa Delatre** (Shift Leader) on her promotions.

Meanwhile, our continued growth brings new needs and new roles to keep operations smooth and coordinated. **Paul Richard** and **Owen Doe** have **More on page 2**

## + Job Openings

We are currently recruiting and welcome internal candidates. If you are interested, please reach out to John at [john@primewellness.org](mailto:john@primewellness.org)

Production Assistant  
 Processing Assistant  
 CSG – Location 1  
 CSG – Location 2  
 Quality Control Manager

## Latest News...

### Legislative and policy update

The legislative session was a great success for dispensaries and patients alike. All of the bills we supported got strong support from legislators, and the Governor allowed all of them to pass into law without his signature.

Thanks in part to your efforts, State is now one of a handful of medical cannabis states that list PTSD as a qualifying condition. This law, which is perhaps the highlight of the legislative session for patients, will take effect in September. Beginning this fall, Prime Wellness will be working with Dr. Doe and a number of

nationally-renown researchers to design and implement a wide-ranging study of cannabis and PTSD. Look for more information about this important collaboration in December.

### News from our neighbor

New Hampshire will soon become the last of the New England states to allow medical marijuana. Democratic Governor Maggie Hassan refused to support home cultivation and the affirmative defense—items she did support as Senate majority leader in

2009—but the current version of the bill will allow for four “alternative treatment centers.” Hassan has stated publically that she will sign the bill, which includes many of the same qualifying conditions as are found in the other New England states’ laws. Hassan’s signature will make New Hampshire the 19th MMJ state in the nation.

Soon you’ll be hearing about our 2013 staff Christmas party, tentatively planned for early December. Details to come; expect a fun and filling day of celebrating all our accomplishments together!

Always remember that you are not only living through a major period in the history of this plant; you’re making history yourselves, every day...

John

**+ Wellcome, continued**

accepted new positions as PW’s first Senior Dispensary Managers—Paul with oversight of the Location 1 and Location 2 teams, and Owen managing places. Soon, we will add new CSGs in Location 1 and Location 2, and new faces to our production and packaging teams in Location 1.

As fall advances, offering us new life and fresh growth, please take a moment to celebrate the new faces, new roles, and new adventures in store for each of us!

## November is Packed at Prime Wellness! Client Appreciation Month, Cooking Classes and more....

**November is Client Appreciation Month in our dispensaries!** Each week will feature a different raffle package, coupons and special treats for clients who have been with us over a year, and more. We’re doing this to say a big THANK YOU to all the wonderful folks who have stuck with us through our first year of learning and growth.

**November will also see the launch of a new course in our educational seminar series: Cooking with Cannabis.** Part video and part live demonstration, this

class will teach the art of making a tasty butter, and then show how to turn that butter into an appetizer, a main course, and a sweet dessert. Thanks to **Jane Doe, Steve Smith, and James Bond** for their hard work in pulling this course together.

Finally, look for several new strains to appear throughout the summer, and make the transition from Limited Edition to Select in the coming weeks. If variety is the spice of life, this will be a flavorful summer at Prime Wellness!

**Save the Date...**

**Thursday 11.6**  
*DM quarterly meeting*  
10:30 a.m. Location 1

**Wednesday 11.12**  
*Visionaries meeting*  
2 p.m. Location 2

**Early December**  
*Christmas Party!*  
*(date & details coming soon)*



## Close Up | Portrait of a WCM Employee

### Richard Smith: Driver & Safety Liaison

You can be sure that whenever Richard walks in, smiles will light the faces of staff and clients alike! His sense of humor and compassion for others make him a stand-out in any crowd. Richard not only makes sure deliveries arrive on time, he has also recently taken on new duties as Safety Liaison, working with SafetyWorks (a service of OSHA) on training and

compliance issues in Location 1 and in the dispensaries, as part of our ongoing efforts to improve. A former Army Sergeant E-5, Richard devotes much of his free time to the Western Veterans’ Advisory Committee, fundraising and assisting veterans to find resources and benefits. Richard also enjoys golfing, and spending time with Elizabeth, his daughter of 8 years, and their two dogs and two cats.

### Algis T. Domeika

#### Appendix C; Section C: Pharmacy Business Experience

- 1997 – 1998: Pharmacy Manager
  - Walgreens #1873
  - 138 Heights Rd. Darien, CT 06820
- 1998 – 2000: Pharmacy Manager
  - Walgreens #5723
  - Main Street, Bridgeport, CT 06606 (now moved to North Avenue)
- 20001-2004: Pharmacy Manager
  - Walgreens #3359
  - 1606 Barnum Avenue, Stratford, CT 06614
- 2004 – 2005: Pharmacy Manager
  - Walgreens #1835
  - 740 Villa Avenue, Fairfield, CT 06825
- 2005 – 2008: Pharmacy Manager
  - Walgreens #2976
  - 399 West Main Street, Norwich, CT 06360
- 2008 – 2009: Pharmacy Manager
  - Walgreens #6654
  - 149 Deming Street, Manchester, CT 06040
- 2009 – Present
  - Walgreens #5407
  - 295 Main Street, Manchester, CT 06040

## Question E2

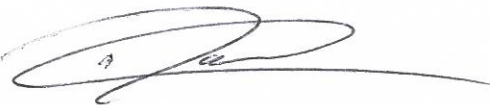
### Responsibilities for each location

- Oversee pharmacy operations
- Ensure proper licensure
- Customer service
- Train pharmacists, interns, and technicians
- Inventory control
- Responsible for hiring new staff
- Mentor for intern program for several pharmacy schools
- Pharmacist duties, including accurately checking and filling prescriptions, providing immunization services, and counseling
- Scheduling
- Building business relationships in the community

Changes of locations were due to promotion or due to family moving to another part of the state.

None of the pharmacies I have managed have been alleged to have violated any laws or regulations of the State of Connecticut.

Algis T. Domeika

A handwritten signature in black ink, appearing to read 'Algis T. Domeika', with a long horizontal flourish extending to the right.

## **Kevin P. Murphy**

Kevin has enjoyed a highly successful career in the New York money management business and is a well respected member of the financial community. A consummate professional, visionary and entrepreneur, Kevin has been instrumental in growing companies from inception to billion dollar money management firms.

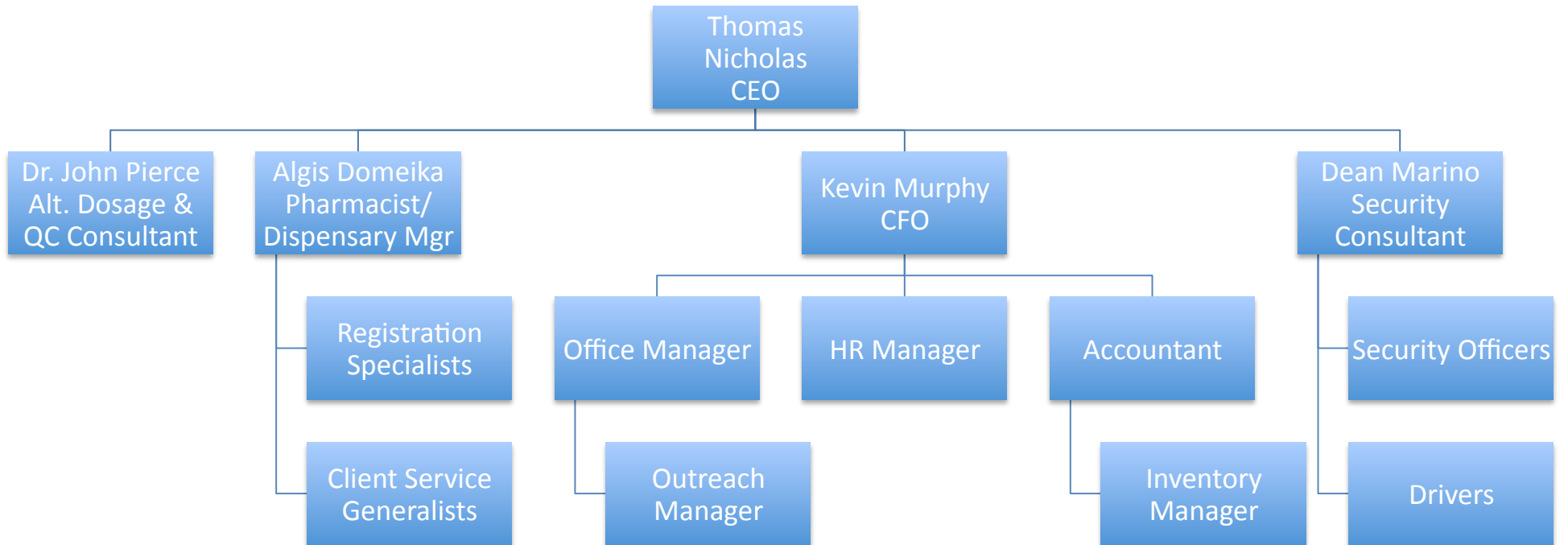
Prior to launching Tandem Global Partners in 2007, Kevin was a Managing Partner at Stanfield Capital Partners where he was critical in growing the company from inception to a \$30 billion alternative money management firm. He was a member of the Operating and Management team that oversaw all aspects of Stanfield's business, including risk management, sales and distribution, client services, legal, compliance and operations. Integral in spearheading the strategic development of the firm, Kevin was responsible for attracting key personnel and money management talent.

Having made numerous investments in start-up and operating businesses with great success, Kevin often takes a proactive role in such investments to guide and influence the operation's business professionals. Kevin's guidance and input has led to higher success ratios and more predictable outcomes for these businesses. Kevin has made major investments in the healthcare, real estate, technology and general business arenas, and has applied unique talents and resources for the benefit of licensed New England entities within the emerging industry presently the subject of a competitive application process in Connecticut. The Network for Teaching Entrepreneurship (NFTE) recognized Kevin as the Entrepreneur of the Year in 2005.

Kevin has previously worked with Gleacher NatWest (Partner), Schroders (Sr. VP of Sales), Lazard Freres (VP) and Cantor Fitzgerald (VP).

Several years ago, Kevin played an instrumental role in assisting in the financing and facilitation of Northeast Patients Group (d/b/a Wellness Connection of Maine), a very well respected, licensed and regulated non-profit medical marijuana corporation in Maine. Wellness Connection of Maine is currently a burgeoning success and is solely focused on caring for medical patients in Maine and giving back to the community.

Kevin possesses a strong commitment to his profession as well as to family and community ties. He serves on the Board for the St. Benedict Joseph Medical Center in Honduras, is a generous supporter of numerous charities, and has helped many individuals launch and achieve their career goals.



## CURRICULUM VITAE

# Question E2

**NAME:** Corey Burchman, MD

**ADDRESS:** Office:  
Department of Anesthesiology, DHMC  
One Medical Center Drive  
Lebanon, NH 03756  
(603) 650-5922  
Corey.A.Burchman@Hitchcock.org

Home:  
One Storrs Road  
Hanover, NH 03755

### EDUCATION:

<u>DATE</u>	<u>INSTITUTION</u>	<u>DEGREE</u>
1983	George Washington University Washington, DC	MD
1979	Cornell University Ithaca, NY	BA

### POSTDOCTORAL TRAINING:

<u>DATE</u>	<u>SPECIALTY</u>	<u>INSTITUTION</u>
1988	Fellowship, Ambulatory Anesthesia	Massachusetts General Hospital Boston, MA
1988	Fellowship, Obstetrical Anesthesia	Brigham & Women's Hospital Boston, MA
1987	Fellowship, Neurosurgical Anesthesia	Massachusetts General Hospital Boston, MA
1984	Resident in Anesthesiology	Massachusetts General Hospital Boston, MA
1983	Intern, Internal Medicine	US Naval Hospital Oakland, CA
1979	Research Associate, Histopharmacology	National Institutes of Health Bethesda, MD
1978	Research Fellow, Department of Neurosurgery	University of Maryland College Park, MD

### LICENSURE AND CERTIFICATION:

<u>DATE</u>	<u>LICENSURE/CERTIFICATION</u>
2009	Recertification, American Board of Anesthesiology
2005	Medical License, State of New Hampshire
2005	Diplomate, American Board of Pain Medicine
2005	PALS Provider
1991	ACLS Provider and Instructor, American Heart, current

1988           Diplomate, American Board of Anesthesiology  
1983           Diplomate, National Board of Medical Examiners

**ACADEMIC APPOINTMENTS:**

<b><u>DATE</u></b>	<b><u>ACADEMIC TITLE</u></b>	<b><u>INSTITUTION</u></b>
2006-present	Assistant Professor of Anesthesiology	Dartmouth Medical School Hanover, NH
1992-1993	Assistant Professor of Anesthesiology	University of Maryland School of Medicine College Park, MD
1989 - 1991	Clinical Associate in Anesthesiology	Massachusetts General Hospital Boston, MA
1988	Instructor in Anesthesiology	Harvard Medical School Boston, MA
1985-1988	Clinical Fellow in Anesthesiology	Harvard Medical School Boston, MA

**HOSPITAL APPOINTMENTS:**

<b><u>DATE</u></b>	<b><u>HOSPITAL TITLE</u></b>	<b><u>INSTITUTION</u></b>
2006-present	Attending Staff Anesthesiologist	Dartmouth-Hitchcock Medical Center Lebanon, NH
1993-2005	Attending Staff Anesthesiologist	York Hospital York, PA
1993-2005	Attending Staff Anesthesiologist	Apple Hill Medical Center York, PA
1993-2005	Medical Director	York Hospital Pain Relief Center York, PA
1993-2005	Attending Physician in Pain Medicine	York Hospital York, PA

**OTHER PROFESSIONAL POSITIONS:**

<b><u>DATE</u></b>	<b><u>POSITION TITLE</u></b>	<b><u>INSTITUTION/ORGANIZATION</u></b>
2012-Present	Medical Director, PACU, Pre-Admission Testing, Same-Day Surgical Program	Dartmouth-Hitchcock Medical Center Lebanon, NH
2011	Principal Scientist	BBR Medical Innovations, Inc



2009	President, CEO	Global Children's Art Programme Hanover, NH
2006-Present	Division Director, Neurosurgical Anesthesia	Dartmouth-Hitchcock Medical Center Lebanon, NH
1995-Present	Member, Board of Directors	Anesthesia Associates of York, PA, Inc. York, PA
1995-Present	Senior Managing Partner	Anesthesia Associates of York, PA, Inc. York, PA
1992-1993	Chief, Department of Anesthesiology	James Lawrence Kernan Hospital (UMMS) Baltimore, MD
1992-1993	Director, PACU, ICU, Respiratory Services, Pain Service	James Lawrence Kernan Hospital Baltimore, MD
1989-1991	Chairman, Department of Anesthesiology	US Naval Hospital Roosevelt Roads, Puerto Rico
1988-1991	Director, PACU, ICU, Respiratory Services, Pain Service	US Naval Hospital Roosevelt Roads, Puerto Rico
1984-1985	Fleet General Medical Officer	USS Roanoke United States Navy
1983-1984	Executive Board Member	USS Roanoke (AOR-7) United States Navy

**MAJOR COMMITTEE ASSIGNMENTS AND CONSULTATIONS:****Institutional:**

<b><u>YEAR</u></b>	<b><u>COMMITTEE</u></b>	<b><u>ROLE</u></b>	<b><u>INSTITUTION</u></b>
2008-present	Acute Pain Service	Clinical Consultant	Dartmouth-Hitchcock Medical Center Lebanon, NH
2008-present	Executive Committee	Voting Member	NH Medical Society Concord, NH
2008-present	Veteran's Health Task Force	Member	NH Medical Society Concord, NH
2008	Anesthesiology Executive Committee	Member	Dartmouth-Hitchcock Medical Center Lebanon, NH
2007	Task Force: Patient Hand- Offs	Member	Dartmouth-Hitchcock Medical Center Lebanon, NH
2006-present	OR Improvement Committee	Member	Dartmouth-Hitchcock Medical Center Lebanon, NH

2006-present	Neurosurgery Faculty Search Committee	Member	Dartmouth-Hitchcock Medical Center Lebanon, NH
2006-present	Neurology Faculty Search Committee	Member	Dartmouth-Hitchcock Medical Center Lebanon, NH
2006-present	Anesthesiology Resident Practice Management Seminars	Director	Dartmouth-Hitchcock Medical Center Lebanon, NH
2003-2004	Medical Education Committee	Member	York Hospital York, PA
1992-1993	Senior Management Directorate	Member	James Lawrence Kernan Hospital Baltimore, MD
1992-1993	Pharmacy & Therapeutics Committee	Chairman	James Lawrence Kernan Hospital Baltimore, MD
1992-1993	Executive Committee of the Medical Staff	Member	James Lawrence Kernan Hospital Baltimore, MD

**MEMBERSHIP, OFFICE & COMMITTEE ASSIGNMENTS IN PROFESSIONAL SOCIETIES:**

<u>DATE</u>	<u>SOCIETY</u>	<u>ROLE</u>
1985-present	American Society of Anesthesiologists	Member
1991	American Medical Association	Member
1991	Society for Ambulatory Anesthesia	Member
1992	Pennsylvania Society of Anesthesiologists	Member
1992	Pennsylvania Medical Society	Member
2002-present	New England Pain Society	Member
2002-present	American Pain Society	Member
2003-present	American Society of Interventional Pain Physicians	Member
2005-present	Society of Neuro Anesthesia and Critical Care	Member
2005-present	NH Medical Society	Member
2008-present	European Society of Anaesthesiology	Affiliate Member
2009-present	Global College of Neuroprotection and Neuroregeneration	Member
2009-present	Poetry Society of Vermont	Member

2010-present      National Collegiate Inventors and      Member  
                                 Innovators Alliance

2011-present      Society of Obstetrical Anesthesiology and      Member  
                                 Perinatology

2011-present      National Collegiate Inventors & Innovators Alliance Member

#### **AWARDS AND HONORS:**

<u>DATE</u>	<u>AWARD NAME</u>
1982	William Beaumont Society Inductee

#### **MAJOR RESEARCH INTERESTS:**

My research interests are many, but have a fundamental basis in patient safety. Along that theme, with reference in particular to the prevalence of opportunistic and nosocomial infection, many of my projects have a basis in identifying microorganisms in the workplace, and suggestions for eradicating them.

From this, guidelines for hand sanitation of anesthetic providers have been elucidated, the development of a novel intravenous fluid sterilizer has been described, and development of single-use ECG wire/pad equipment is in the planning stages.

While not trained as an engineer, I look at problem-solving mechanistically, and employ engineering principles often to solve clinical problems. I saw clinicians struggle with endoscopic approaches to direct visualization, whether it is the airway or gastrointestinal tract. I felt a robotically assisted approach would be novel, safe, and more efficient. The early prototype turned out to be remarkable, and further refinements will probably see commercial applications in both anesthesiology and other disciplines. Current talks involve possible establishment of a medical robotics program here at DHMC.

I also have an interest in serum chemistry and real-time examination thereof. I designed an indwelling spectrophotometric assembly to ascertain serum chemical values, including gas tensions. This was initially in collaboration with University of Strathclyde, in Glasgow, Scotland. The prototype for the catheter system has been awarded a US Patent.

I further recently applied for a US patent on a device utilizing ET CO<sub>2</sub> as the marker for blind intubation. While the market for intubation devices has all gone to direct visualization, this single-use, inexpensive system has a niche in the clinical realm.

I am currently involved in design and patenting of a single-use micro-video camera to be incorporated into an intubating bougie.

I am involved in a project designed to utilize high energy reactive particles to sterilize an entire operating room between surgical cases. Plasmatrete Corporation, the world's leaders in plasma technology, is undergoing review of the collaborative proposal.

A further medical research project involves medical waste disposal. I am in the preliminary stages of outlining a study to identify its disposition, into composites to be used by the construction industry.

**RESEARCH FUNDING:****Present:**

1. 2009; Thayer School of Engineering, Dartmouth College Materiel Grant; PI **Burchman CA** 5%; Karl Storz Corporation, El Segundo, CA, for Robotics Project 190/290; \$75,000.

**In Preparation:**

1. Hitchcock Clinic; Translational Science Pilot Grant; PI **Burchman CA**; \$30,000.

**TEACHING EXPERIENCE/CURRENT TEACHING RESPONSIBILITIES:****Dartmouth Medical School:**

<b><u>DATE</u></b>	<b><u>TEACHING</u></b>
2008-present	Faculty Sponsor Engineering Sciences 190/290  Working bench-side with senior students at the Thayer School of Engineering to deliver a working prototype of an intravenous fluid sterilizer. Patent protection acquired
2009-present	Faculty Sponsor Engineering Sciences 190/290  Working bench-side with senior students at the Thayer School of Engineering to deliver a working prototype of a robotic intubation device  Patent protection in acquisition process
2009-present	Faculty Sponsor, First Year Project, Tuck School of Business, Dartmouth College  Working in concert with first year business students in moving the Intravenous Sterilization Device to market

**Dartmouth-Hitchcock Medical Center:**

<b><u>DATE</u></b>	<b><u>TEACHING</u></b>
2002-2005	Pre-operative Anesthesia Assessment  Monthly rounds with senior students at Penn State Hershey & University of Pennsylvania Schools of Medicine, York Hospital, York, PA.
2002-Present	Postoperative Considerations of Regional Anesthesia  Senior Students at Penn State Hershey & University of Pennsylvania Schools of Medicine, York Hospital, York, PA.
2006-present	Attending Anesthesia Physician for Residency Training Program  Division Director, Neurosurgical Anesthesia Daily intra-operative teaching anesthesia residents, Dartmouth-Hitchcock Medical Center; assisting in research project design; preparing didactic lectures. Clinical interaction with medical students, Dartmouth College students, CRNA students. Section Chief, neurosurgical anesthesia
2006	Anesthesiology Resident Lecture Series, "Evoked Potentials"

**Regional:****DATE****TEACHING**

2009-present Faculty Sponsor, First year Project, Tuck School of Business, Dartmouth College  
Working in concert with first year business students in moving the Intravenous Sterilization Device to market

**INVITED PRESENTATIONS:****Regional:****DATE****TOPIC****ORGANIZATION****LOCATION**

2013	Medicine Grand Rounds: The Neurobiology of Creativity	York Hospital	York, PA
2013	The Neurobiology of Creativity	Tuck Executive Institute	Hanover, NH
2013	Spinal Cord Injury	Department of Anesthesiology, Dartmouth-Hitchcock Medical Center	Lebanon, NH
2012	Anesthesiology Grand Rounds: Art & Medicine	Department of Anesthesiology, Dartmouth-Hitchcock Medical Center	Lebanon, NH
2012	Neurology Grand Rounds: The Neurobiology of Creativity	Department of Neurology, Dartmouth-Hitchcock Medical Center	Lebanon, NH
2012	Evoked Potential Monitoring	Department of Anesthesiology, Dartmouth-Hitchcock Medical Center	Lebanon, NH
2006	Spinal Cord Injury	Department of Anesthesiology, Dartmouth-Hitchcock Medical Center	Lebanon, NH
2006	Anesthesiology Practice Management Seminar: Operating Room Administration	Dartmouth-Hitchcock Medical Center	Lebanon, NH
2006	Anesthesiology Practice Management Seminar: Rural Anesthesia	Dartmouth-Hitchcock Medical Center	Lebanon, NH
2006	Anesthesiology Practice Management Seminar: Anesthesia in Lesser Developed Countries	Dartmouth-Hitchcock Medical Center	Lebanon, NH
2006	Anesthesiology Grand Rounds:	Dartmouth-Hitchcock	Lebanon, NH

	Hemorrhagic Shock	Medical Center	
2006	Spinal Anesthesia	Department of Anesthesiology, Dartmouth-Hitchcock Medical Center	Lebanon, NH
2007	Anesthesiology Practice Management Seminar: Conflict Resolution	Dartmouth-Hitchcock Medical Center	Lebanon, NH
2008	Anesthesiology Grand Rounds: Herbal Medicine- Perioperative Considerations	Dartmouth-Hitchcock Medical Center	Lebanon, NH
2011	Herbal Medicine	Northeast Medical Association Winter Conference	Sunday River, ME
2011	Anesthesiology Grand Rounds: Herbal Medicine	Penn State Milton S. Hershey Medical Center	Hershey, PA

**National:**

<b><u>DATE</u></b>	<b><u>TOPIC</u></b>	<b><u>ORGANIZATION</u></b>	<b><u>LOCATION</u></b>
2002	Hypermagnesemia	Department of Anesthesiology, York Hospital	York, PA
2002	Anesthetic Considerations for Obstetrical Patients	Department of Obstetrics, York Hospital	York, PA
2002	Surgery Grand Rounds: Impact of a Successful Pain Management Program	York Hospital	York, PA
2002	Family Medicine Grand Rounds: Impact of a Successful Pain Management Program	York Hospital	York, PA
2002	Internal Medicine Grand Rounds: Impact of a Successful Pain Management Program	York Hospital	York, PA
2002	Postoperative Pain Control – PACU	Department of Anesthesiology, York Hospital	York, PA
2002	Wellness	Apple Hill Surgical Center	York, PA
2002	Misuse of Prescription Drugs	York County Medical Society	York, PA

2002	Family Medicine Grand Rounds: Misuse of Prescription Drugs	York Hospital	York, PA
2002	Internal Medicine Grand Rounds: Misuse of Prescription Drugs	York Hospital	York, PA
2002	Surgery Grand Rounds: Misuse of Prescription Drugs	York Hospital	York, PA
2002	Family Medicine Grand Rounds: Optimizing Opioid Therapy for Chronic Non-malignant Pain	York Hospital	York, PA
2002	Internal Medicine Grand Rounds: Optimizing Opioid Therapy for Chronic Non-malignant Pain	York Hospital	York, PA
2002	Surgery Grand Rounds: Optimizing Opioid Therapy for Chronic Non- malignant Pain	York Hospital	York, PA
2002	Anesthesia Dinner Lecture: Adverse Effects of Analgesic Management	York Hospital	York, PA
2003	Medical Grand Rounds: Pain Medicine	York Hospital	York, PA
2007	Medical/Surgical Grand Rounds: Hemorrhagic Shock Update	York Hospital	York, PA
2009	Surgical Resident Visiting Professor Lecture: Amplification of multi-drug Resistant Organisms in the Operating Room	York Hospital	York, PA
2009	Medical/Surgical Grand Rounds: Herbal Medicine- Perioperative Considerations	York Hospital	York, PA

**International:**

<b><u>DATE</u></b>	<b><u>TOPIC</u></b>	<b><u>ORGANIZATION</u></b>	<b><u>LOCATION</u></b>
2007	Attenuation of Pain Associated with Local Anesthetic Infiltration	European Society of Anaesthesiology Annual Meeting Euroanaesthesia 2007	Munich, Germany
2008	A Prospective Observational Study of Handwashing Behavior in Anesthesia Providers: Analysis and Implications	European Society of Anesthesia Annual Meeting, Euroanaesthesia 2008	Copenhagen, Denmark

**Media Appearances:**

<u>DATE</u>	<u>TOPIC</u>	<u>ORGANIZATION</u>	<u>LOCATION</u>
2003	Pain Management-“Medically Speaking”	Cable Channel 3	York, PA
2004	Misuse of Prescription Drugs-“Medically Speaking”	Cable Channel 3	York, PA

**COLLABORATIVE ACTIVITY:**

<u>DATE</u>	<u>TOPIC</u>	<u>ORGANIZATION</u>	<u>LOCATION</u>
2008	Real-time in vivo spectrophotometric assessment of serum blood chemistries, oximetry, and red cell mass	In collaboration with University of Strathclyde, Institute of Photonics	Glasgow, Scotland

**BIBLIOGRAPHY:****Original Journal Articles:**

1. **Burchman CA**, Datta S, Ostheimer GW. Delivery temperature of heated intravenous solutions during rapid infusion. *J of Clinical Anesthesiology* 1. 1989; (4):259-261.
2. **Burchman CA**, Judy K. Application of cold to the skin: Does it effectively attenuate the pain associated with the infiltration of local anesthetic? *Eur J Anaesthesiology* 24. 2007; (S39):95.
3. Loftus R, Koff M, **Burchman C**, et al. Transmission of Pathogenic Bacterial Organisms in the Anesthesia Work Area. *Anesthesiology*. 2008; Sep;109(3):399-407.
4. Koff M, Loftus R, **Burchman C**, et al. Reduction in Postoperative Bacterial Contamination of Peripheral Intravenous Tubing Through the Use of a Novel Device. *Anesthesiology*. 2009; 110: 978-985.

**Case Reports:**

1. Johnson MD, Birnbach DJ, **Burchman CA**, Greene MF, Datta S, Ostheimer GW. Fetal Surgery and general anesthesia: A case report and review. *Journal of Clinical Anesthesiology*, 1989; 1(5): 363-367.

**Letters to the Editor:**

1. **Burchman CA**, deBros F. How to make tape stick to sandpaper. *J of Anesthesiology*. 1988; 69:147.
2. **Burchman CA**, Lappas DG. Thermodilution cardiac output provides unanticipated intraoperative diagnosis. *J of Cardiothoracic Anesthesia*. 1988; 2:84-85.

**Abstracts Presented at National/International Meetings:**



1. **Burchman CA**, Education in Obstetric Anesthesia. Scientific Exhibit, American Society of Anesthesiology Annual Meeting, George Moscone Center, San Francisco, CA, USA, 1988.
2. Koff M, Loftus R, **Burchman CA**, Hogan D, Beach ML. Microbial Contamination in the Anesthesia Workspace. Are we as Clean as We Think? *Anesthesiology*. 107, A1788. 10-16-2007. Ref Type: Poster and Abstract Presentation, American Association of Anesthesiologists Annual Meeting, San Francisco, CA, 2007.
3. **Burchman CA**, Application of Cold to the Skin: Does it Effectively Attenuate the Pain Associated with the Infiltration of Local Anesthetic? Poster and abstract presentation, European Society of Anesthesiology Annual Meeting, ICM Convention Center, Munich, Germany, 2007.
5. Koff M, Loftus R, **Burchman CA**, Beach ML. Reduction in Postoperative Nosocomial Infections through the use of a Novel Device in the Operating Room. Poster and abstract presentation, (accepted) National Patient Safety Foundation Patient Annual Safety Congress, Gaylord Convention Center, Nashville, TN, 2008.
6. **Burchman C**, Loftus R, Henry E, Koff M. A Prospective Observational Study of Handwashing Behavior in Anesthesia Providers: Analysis and Implications. Poster and abstract presentation, (accepted) European Society of Anaesthesiology Annual Meeting, Bella Centre, Copenhagen, Denmark, 2008.

#### **Book Chapters:**

1. **Burchman CA**. Education in obstetric anesthesia. In: Manual of Obstetric Anesthesia. GW Ostheimer (Ed.) Churchill Livingstone Inc., New York, 1992.
2. **Burchman CA** and Ostheimer GW. Organization of an obstetrical anesthesia teaching service. In Manual of Obstetric Anesthesia. GW Ostheimer (Ed.) Churchill Livingstone Inc., New York, 1992.
3. **Burchman CA**. Anesthesia for fetal surgery. In: Manual of Obstetric Anesthesia. GW Ostheimer (Ed.) Churchill Livingstone Inc., New York, 1992.
4. **Burchman CA**. Maternal Aspiration. In Manual of Obstetric Anesthesia. GW Ostheimer (Ed.) Churchill Livingstone Inc., New York, 1992.
5. **Burchman CA**. Anesthesia for fetal surgery. In: pain relief and anesthesia in obstetrics. A. van Zundert and GW Ostheimer (Eds.) WB Saunders, Philadelphia, 1996.
6. **Burchman CA**. Education in obstetric Anesthesia. In: pain relief and anesthesia in obstetrics. A. van Zundert and GW Ostheimer (Eds.) WB Saunders, Philadelphia, 1996.
7. **Burchman CA** and GW Ostheimer. Organization of an obstetric anesthesia service---USA. In pain relief and anesthesia in obstetrics. WB Saunders, Philadelphia, 1996.
8. **Burchman CA**. Anesthetic management of the pregnant surgical patient. In Ostheimer's Manual of Obstetrical Anesthesia. DJ Birnbach (Ed.) Churchill Livingstone Inc., New York, 2000.

#### **Books:**

1. **Burchman CA**. Spirits of the Playing Surface, A Collection of Poetry in Four Acts. Shires Press, Manchester, VT, 2010.

**Patent Applications:**

1. US Patent Issued for System and Method for Venous Oximetry using a Catheter, 2006
2. US Patent Application for Blind Intubation Component System, 2006
3. US Patent Application for Intravenous Fluid Sterilizer, 2009

**Other:**

1. Editor, "A Respite from Pain," a quarterly monograph in South Central Pennsylvania 1995-2005.

Updated: Sept, 2013  
By: Kacey Gardner

**NAME:** **Gilbert J. Fanciullo, MD, MS**

**ADDRESS:** Office:  
 Department of Anesthesiology  
 Pain Management Center  
 Dartmouth-Hitchcock Medical Center  
 One Medical Center Drive  
 Lebanon, NH 03756  
 Phone: 603-650-6040  
 Fax: 603-650-8199  
 Gilbert.J.Fanciullo@Hitchcock.org

**EDUCATION:**

<u>DATE</u>	<u>INSTITUTION</u>	<u>DEGREE</u>
1986 - 1988	Russell-Sage College Albany, NY	MS, Health Services Administration
1983 - 1987	Albany Medical College Albany, NY	MD
1969 - 1973	State University of New York, Albany, NY	BS
1965- 1969	Stuyvesant High School	

**POSTDOCTORAL TRAINING:**

<u>DATE</u>	<u>SPECIALTY</u>	<u>INSTITUTION</u>
2008-2009	Executive Education for Section Chiefs and Practice Managers	Amos Tuck School of Business Hanover, NH
1990 - 1991	Fellowship in Pain Management and Vascular, Thoracic, and Obstetric Anesthesia	Brigham and Women's Hospital Boston, MA
1988 - 1990	Residency in Anesthesiology	Brigham and Women's Hospital Boston, MA
1987 - 1988	Internship in Internal Medicine	Albany Medical Center Hospital Albany, NY

**LICENSURE AND CERTIFICATION:**

<u>DATE</u>	<u>LICENSURE/CERTIFICATION</u>
2012	Recertification, Pain Medicine
2010	Board Certification, Hospice and Palliative Medicine
2002 - 2004	Medical License, State of Vermont
2001	Recertification, Pain Medicine
2000-2008	Board Certification, Hospice and Palliative Medicine
1996	Medical License, State of NH
1993	Board Certification, Pain Management
1993	Board Certified Consultant, Anesthesiology

**ACADEMIC APPOINTMENTS:**

<u>DATE</u>	<u>ACADEMIC TITLE</u>	<u>INSTITUTION</u>
2006 - present	Professor of Anesthesiology	Dartmouth Medical School Hanover, NH
2000 - 2006	Associate Professor of Anesthesiology	Dartmouth Medical School Hanover, NH
1997 - 2000	Assistant Professor of Anesthesiology	Dartmouth Medical School Hanover, NH
1991 - 1995	Instructor in Anesthesia	Harvard Medical School Boston, MA
1988 - 1991	Fellow in Anesthesia	Harvard Medical School Boston, MA

**HOSPITAL APPOINTMENTS:**

<u>DATE</u>	<u>HOSPITAL TITLE</u>	<u>INSTITUTION</u>
1997 - present	Anesthesiologist, Pain Specialist	Mary Hitchcock Memorial Hospital Lebanon, NH
1995 - 1997	Anesthesiologist	Holy Name Hospital Teaneck, NJ
1992 - 1995	Anesthesiologist, Pain Specialist	Dana Farber Cancer Institute Boston, MA
1991 - 1995	Anesthesiologist	Brigham and Women's Hospital Boston, MA
1991 - 1995	Anesthesiologist	Goddard Memorial Hospital Stoughton, MA

**OTHER PROFESSIONAL POSITIONS:**

<u>DATE</u>	<u>POSITION TITLE</u>	<u>INSTITUTION/ORGANIZATION</u>
2000 - 2003	Director, Section of Palliative Medicine	Dartmouth-Hitchcock Medical Center Lebanon, NH
1999 - present	Director, Section of Pain Medicine	Dartmouth-Hitchcock Medical Center Lebanon, NH
1995 - 1997	Director, Pain Management Center	Holy Name Hospital Teaneck, NJ
1997 - 2002	Director, Pain Management Fellowship	Dartmouth-Hitchcock Medical Center Lebanon, NH
1995	Director, Pain Management Center	Brigham and Women's Hospital Boston, MA
1995 - 1997	President	Mid-Atlantic Pain Management Associates, Inc.

1994 - 1995	Associate Director, Pain Management Center	Brigham and Women's Hospital Boston, MA
1993 - 1996	President	New England Pain Diagnosis and Treatment
1987 - 1995	Lieutenant Commander	Medical Corp, United States Naval Reserve
1993 - 1995	Advisory Board Member	Syntex Laboratories, Inc.

**MAJOR COMMITTEE ASSIGNMENTS AND CONSULTATIONS:****National/International:**

<b><u>YEAR</u></b>	<b><u>COMMITTEE</u></b>	<b><u>ROLE</u></b>	<b><u>INSTITUTION</u></b>
2010-2011	Scientific Program Committee	Chair	American Pain Society
2010	Clinical Program Committee	Chair	American Pain Society
2009- 2011	Board of Directors	Member	American Academy of Pain Medicine
2009-present	Clinical Center of Excellence Committee	Member	American Pain Society
2009	Clinical Program Committee	Member	American Pain Society
2006 - 2009	Opioid Clinical Practice Guidelines Committee	Co-Chairman	American Academy of Pain Medicine
2005 - present	Nominating Committee	Member	American Academy of Pain Medicine
2005 - 2007	Board of Directors	Member	American Pain Society
2003 - present	Nominating Committee	Member	American Pain Society
2000 - 2001	Review Course Committee	Chairman	American Academy of Pain Medicine
1998 - 1999	Pain Advisory Committee	Member	Blue Cross Blue Shield
1998 - 2001	Programming Committee	Member and Co-Director	American Academy of Pain Medicine
1997 - 2003	Pain Management Program Directors	Member	Association of Pain Management Program Directors
1997 - 2002	Pain Management Exam Committee	Member	American Board of Anesthesiology
1994 - 1995	Pain Analgesia Investigative Network on Outcomes Research	PAINOR Member	Multicenter research consortium; members appointed by the Morton Society

**Regional:**

<b><u>YEAR</u></b>	<b><u>COMMITTEE</u></b>	<b><u>ROLE</u></b>	<b><u>INSTITUTION</u></b>
1998 - 2000	Executive Committee	NH State	New England Pain Association

1994 - 1995	Massachusetts Workman's Compensation Chronic Pain Syndrome Guidelines Committee	Representative Member	Massachusetts Workman's Compensation
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**Institutional:**

<b><u>YEAR</u></b>	<b><u>COMMITTEE</u></b>	<b><u>ROLE</u></b>	<b><u>INSTITUTION</u></b>
2007 – 2010	Neurology Internal Review Committee	Chair	Dartmouth-Hitchcock Medical Center Lebanon, NH
2007 - present	Opioid Guidelines Committee	Chair	Dartmouth-Hitchcock Medical Center Dartmouth-Hitchcock Alliance Members Lebanon, NH
2006 - present	Department of Anesthesiology Promotions Committee	Member	Dartmouth-Hitchcock Medical Center Lebanon, NH
2005	Schmerzgruppe	Co-Director	Dartmouth-Hitchcock Medical Center Lebanon, NH
2004 - present	Information Systems Subcommittee	Member	Dartmouth-Hitchcock Medical Center Lebanon, NH
2000 - 2004	Norris Cotton Cancer Center Oversight	Member	Dartmouth-Hitchcock Medical Center Lebanon, NH
1998 - 2004	Neuropathic Pain Committee	Member	Dartmouth-Hitchcock Medical Center Lebanon, NH
1998 - 2000	Multidisciplinary Spine Center Seminar	Co-Director	Dartmouth-Hitchcock Medical Center Lebanon, NH
1998 - 1999	Complementary Therapy Review Committee	Chairman	Dartmouth-Hitchcock Medical Center Lebanon, NH
1997 - 2000	Dartmouth Medical School Pain Science Committee	Co-Chair	Dartmouth Medical School Hanover, NH
1994 - 1995	Anesthesia Department Finance and Management Committee	Member	Brigham and Women's Hospital Boston, MA
1993 - 1995	Operating Room Ethics Committee	Member	Brigham and Women's Hospital Boston, MA
1993 - 1995	Clinical Practice Committee	Secretary	Brigham and Women's Hospital Boston, MA
1992 - 1995	Medical Ethics Committee	Member	Brigham and Women's Hospital Boston, MA
1992 - 1995	Utilization Review Committee	Member	Brigham and Women's Hospital Boston, MA
1991 - 1995	Acute Postoperative Pain Committee	Member	Brigham and Women's Hospital Boston, MA

1985 - 1987	Medical School Admissions Committee	Member	Albany Medical College Albany, NY
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**MEMBERSHIP, OFFICE & COMMITTEE ASSIGNMENTS IN PROFESSIONAL SOCIETIES:**

<u>DATE</u>	<u>SOCIETY</u>	<u>ROLE</u>
2009	American Pain Society	Selected as candidate for President
2006 - 2009	American Academy of Pain Medicine, Opioid Clinical Practice Guidelines Committee	Co-Chair
2005 -2008	American Pain Society, Board of Directors	Member
2005 - present	American Academy of Pain Medicine, Ethics Committee	Member
2003 - 2004	American Pain Society, Nominating Committee	Member
2000	American Academy of Pain Medicine, Annual Meeting Review Course Committee	Chairman
1999 - 2011	American Academy of Hospice and Palliative Medicine	Member
1998 - 2000	American Board of Anesthesiology Pain Board Exam Review Committee	Member
1998 - 2000	New England Pain Association	New Hampshire State Representative
1998	American Academy of Pain Medicine, Annual Meeting Planning Committee	Member
1997 - present	American Academy of Pain Medicine	Member
1996 - present	International Neuromodulation Society	Member
1992 - present	New England Pain Association	Member
1989 - present	American Pain Society	Member
1989 - present	International Association for the Study of Pain	Member
1988 - present	American Society of Regional Anesthesia	Member
1988 - present	International Anesthesia Research Society	Member
1987 - present	American Society of Anesthesiologists	Member
1986 - present	Theta Chapter, Alpha Omega Alpha	Member

**EDITORIAL BOARDS:**

<u>DATE</u>	<u>ROLE</u>	<u>BOARD NAME</u>
2006 - 2012	Associate Editor	<i>Pain Physician</i>
2005 - 2012	Section Coeditor- Palliative Medicine	<i>Pain Medicine</i>

2004 - present	Member	<i>Journal of Opioid Management</i>
2004 - 2006	Member	<i>American Journal of Hospice and Palliative Medicine</i>
2003 - present	Member	<i>Pain Medicine</i>

**AWARDS AND HONORS:**

<u>DATE</u>	<u>AWARD NAME</u>
2010-12	Top Doctors in New Hampshire
2005- present	Best Doctors in America
2008	American Pain Society Center of Excellence award for DHMC Pain Center
2007	American Pain Society Center of Excellence award “runner-up” for DHMC Pain Center
1987	Alpha Omega Alpha
1987	Neil Hellman Prize of Albany Medical College
1987	Harold C. Wiggers Award of Albany Medical College for outstanding public service to the college and its students

**JOURNAL REFEREE ACTIVITIES:**

<u>DATE</u>	<u>JOURNAL NAME</u>
2005 - 2012	Section of Palliative Medicine Coeditor, <i>Journal of Pain</i>
2004 - present	Editorial Board, <i>Journal of Opioid Management</i>
2004 - 2006	Editorial Board, <i>American Journal of Hospice and Palliative Medicine</i>
2003 - 2012	Editorial Board, Section Editor, <i>Pain Medicine</i>
2002 - 2010	<i>Annals of Internal Medicine</i>
1999 - 2002	<i>Regional Anesthesia and Pain Medicine</i>
1998 - 2002	<i>Anesthesia &amp; Analgesia</i>
1997 - 2006	<i>Spine</i>
1992 - 1996	<i>Journal of Pain and Symptom Management</i>

**MAJOR RESEARCH INTERESTS:**

1. The use of computers as tools to improve the quality of information generated at patient-provider encounters.
2. The use of opioids in patients suffering from non-terminal pain.



**FUNDED RESEARCH PROJECTS:**

1. Syntex Laboratories 1992 \$75,000  
“Ketorolac vs. morphine in a P.C.A. device”  
Principal Investigator: **Gilbert J. Fanciullo**
2. Glaxo, Inc 1993 \$75,000  
1993 – 1994 “Ondansetron vs. droperidol for postoperative nausea”  
Principal Investigator: **Gilbert J. Fanciullo**
3. Astra Pharmaceutical 1993 \$20,000  
“EMLA cream as a pre-emptive analgesic for Cesarean Section”  
Principal Investigator: **Gilbert J. Fanciullo**
4. Syntex Laboratories, Inc 1993 \$15,000  
“Ketorolac vs. oxycodone for acute low back pain”  
Principal Investigator: **Gilbert J. Fanciullo**
5. Medtronic, Inc 1998 \$72,000  
“Dorsal column stimulation for intractable angina pectoris”  
Principal Investigator: **Gilbert J. Fanciullo**
6. Astra Merck, Inc 1998 \$40,000  
“Remacemide for the treatment of neuropathic pain”  
Principal Investigator: **Gilbert J. Fanciullo**
7. Elan Pharma, Inc. 1999 \$6,000  
“Ziconotide for the treatment of chronic pain”  
Principle Investigator: **Gilbert J. Fanciullo**
8. 1 R43 MH62833-01 4/08/01 – 9/07/01 \$99,484  
National Institutes of Health, National Institute of Mental Health  
“Customized Pain Assessment” (SBIR, Phase I).  
Development and testing of computer software that allows health professionals to customize their methods for pain assessment (SBIR, Phase I).  
Principal Investigator: John C Baird  
Co-investigator: **Gilbert J. Fanciullo**
9. 1 R43 NS42387-01 8/01/01 – 01/31/02 \$99,484  
National Institutes of Health, National Institutes of Neurological Diseases and Stroke  
“Assessment of Quality of Life by Patients in Pain” (SBIR, Phase I).  
Test-retest reliability of computer software allowing patients and healthy individuals to give clustered ratings about quality-of-life variables.  
Principal Investigator: John C. Baird  
Co-investigator: **Gilbert J. Fanciullo**
10. PHS 2005-1 9/1/05 – 2/28/06 \$16,874  
NCI  
Integrating Patient-Reported Outcomes in Clinical Oncology Practice” (SBIR, Phase I)  
Principal Investigator: John C. Weiss  
Co-investigators: **Gilbert J. Fanciullo**, Dale Collins, Ira Byock
11. 2 R43 NS42387-02 09/01/03-08/31/05 \$710,633  
National Institutes of Health, National Institutes of Neurological Diseases and Stroke  
“Assessment of Quality of Life by Patients in Pain” (SBIR, Phase II)  
Final testing of computerized method for assessing quality of life variables for patients in pain, including

sensitivity of method to medical intervention.

Principal Investigator: John C. Baird

Co-investigators: **Gilbert J. Fanciullo** and Robert N. Jamison

12. 2 R44 MH062833-02A209/16/04-08/31/06  
"Computer Assessment of Pain" (SBIR, Phase II) \$761,031  
Computer assessment of pain for chronic pain patients.  
Principal Investigator: John C. Baird  
Co-investigators: **Gilbert J. Fanciullo** and Robert N. Jamison
13. DHMC QRGF 2006-07 \$7,500  
"Patient Perceived Quality of Chronic Pain Websites for Improved Patient Care in Clinic".  
Mentor for anesthesiology resident Tabitha Washington
14. National Institutes of Health 12/07 – 11/09 \$165,747  
"Children's Computer Assessment of Pain" (SBIR, Phase II).  
Principal Investigator: John C. Baird  
Co-investigator: **Gilbert J. Fanciullo**

#### **TEACHING EXPERIENCE/CURRENT TEACHING RESPONSIBILITIES:**

##### **International**

2004 External Preceptor for Irish Pain Oral Board Exams, Trinity College, Dublin, Ireland

##### **Dartmouth Medical School:**

<b><u>DATE</u></b>	<b><u>TEACHING</u></b>
2010	Preceptor for DMS student Eric Ha for research project conducted using Pain Center data base. Submitted for publication.
1999 - 2000	Preceptor for Clinical Research Project conducted by DMS 3 student Michael Bradley. Manuscript published in Int J Pain and Pall Med, 2001. Mentor for Michael in all aspects of research project including planning, data acquisition, analysis, and manuscript preparation.
1997 - 1998	Director, DMS III Clinical Pain Course, an intensive day long introduction to clinical pain management with lectures from different experts and patient presentations. Students conduct patient interviews and techniques and style are critically appraised by staff physicians and nurses. Common pain problems such as acute postoperative pain, opioid use in non-cancer pain, cancer pain, and chronic pain are addressed. Responsibilities include organization, supervision and criticism of faculty, patient and student participants
1998 - present	Instructor, DMS III Clinical Pain Course. Lectures addressing the ethics and use of opioids for non-cancer pain and implantable therapies for chronic and cancer pain management.
1997 - 2008	Lecturer, DMS II Scientific Basis of Medicine Neurology Course. An introductory lecture on clinical assessment, diagnosis and treatment options for the patient presenting with pain as a chief complaint.
1997 - present	Preceptor, DMS III and IV Pain Management Center Rotation. Medical Students individually rotate on the Pain Service and gain experience rounding on acute, chronic and cancer pain patients within the hospital as well as seeing outpatients in the office.

**Resident:**

<b><u>DATE</u></b>	<b><u>TEACHING</u></b>
2010	Mentor for resident Ravneet Bhullar whose research manuscript has been submitted for publication.
2005 - 2007	Mentor for Anesthesiology resident Tabitha Washington conducting clinical research project (QGRP Grant).
2003 - 2005	Supervise Anesthesiology resident Ryan Loyd for clinical research project for which he received a QGRP grant and subsequently an NIH-LRP grant for two years and resulted in two publications.
2002 - 2003	Supervise General Surgery resident Freeman Suber for clinical research project for which he received a QGRP grant.
2000 - 2003	Supervise and instruct residents from Anesthesiology, Family Practice, Internal Medicine, and other disciplines in Palliative Medicine.
1997 - present	Supervise and instruct residents from Anesthesiology, Family Practice, Internal Medicine and Neurosurgery in Pain Medicine.
1997 - present	Lecture and supervise resident and fellow pain lecture series which includes a daily (3 days per week) thirty minute lecture on a topic in pain medicine.
1997 - present	Coordinate and supervise monthly multidisciplinary pain seminar which involves an invited local or national speaker.
1991 - 1995	Supervise and teach residents, fellows and medical students from Harvard Medical School and affiliated hospitals.

**PHILANTHROPY:**

Obtained philanthropic support for Palliative Medicine Service totaling approximately \$12 million.

**INVITED PRESENTATIONS:****Regional:**

<b><u>DATE</u></b>	<b><u>TOPIC</u></b>	<b><u>ORGANIZATION</u></b>	<b><u>LOCATION</u></b>
1983	Pneumococcal Types at Albany V.A. Medical Center: A Four Year Study	Albany V.A.M.C.	Albany, NY
1985	Studies of the Antimicrobial Actions of Quinolones Singly and in Combination with Other Antimicrobial Agents	Upstate Infectious Disease Group	Syracuse, NY
1990	Pain Management	Harvard Medical School	Boston, MA
1991	Parenteral Analgesia in the Emergency Department	Salem Hospital	Salem, MA
1992	Treatment of Chronic Pain	Psychiatry Grand Rounds; Brigham and Women's Hospital	Boston, MA

1992	Epidural Infusions for Postoperative Management	"Schmerzgruppe"; Brigham and Women's Hospital	Boston, MA
1993	Identification of Fluid Aspirated Via Spinal Catheter	Joint Research Seminar, Brigham and Women's Hospital	Boston, MA
1993	Tricyclic Antidepressants for Treatment Of Acute Pain	"Schmerzgruppe"; Brigham and Women's Hospital	Boston, MA
1993	Pain, The Final Frontier	Harvard Medical School Scientific Symposium on Research in Anesthesia Brigham and Women's Hospital	Boston, MA
1993	Overview of Agency for Health Care Policy and Research Clinical Practice Guidelines for Acute Pain Management	Symposium for Primary Care Providers	Boston, MA
1994	Post Operative Pain Management	Surgical Grand Rounds, West Roxbury VAMC Hospital	Boston, MA
1994	Analgesia For Thoracic Surgical Procedures	Brigham and Women's Hospital Thoracic Staff Retreat, Babson College	Wellesley, MA
1994	Principles Of Pain Management	Berkshire Community College	Pittsfield, MA
1994	Acute Pain Management	Norwood Hospital Anesthesia Department	Norwood, MA
1995	Chronic Pain	Psychiatry Grand Rounds; Holy Name Hospital	Teaneck, NJ
1996	Opioid Pharmacology	Grand Rounds; Holy Name Hospital	Teaneck, NJ
1996	Treatment of Chronic Pain	Bergen County Health Fair	Hackensack, NJ
1997	Epidural Infusions	Anesthesiology Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
1997	Analgesic Pharmacology	Anesthesiology Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH

1997	Acute Pain Management	General Surgery Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
1997	Pain Management After Orthopedic Surgery	Orthopedic Surgery Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
1998	Cancer Pain Management	Oncology Rounds Dartmouth-Hitchcock Medical Center	Lebanon, NH
1998	Diagnosis and Treatment in Clinical Pain Management	Neurology Annual Meeting	Woodstock, VT
1998	Interventional Pain Management	Oncology Rounds Dartmouth-Hitchcock Medical Center	Lebanon, NH
1998	Complex Regional Pain Syndrome	Orthopedic Surgery Grand Rounds Dartmouth-Hitchcock Medical Center	Lebanon, NH
1998	Chronic Pain Management	Rheumatology Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
1998	Implantable Therapies: An Evidence Based Approach	Anesthesiology Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
1998	Implantable Therapies: An Evidence Based Approach	New Hampshire/Vermont Society of Anesthesiologist Annual Meeting	Lebanon, NH
1998	Implantable Therapies: An Evidence Based Approach	Neurosurgery/Neurology Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
1999	Anesthesiology Headache Management: Headache Management for Primary Care Providers	Dartmouth Medical School	Lebanon, NH
1999	Analgesic Pharmacology	Grand Rounds, Rutland Reg. Medical Center	Rutland, VT
2000	Cutting Edge Pain Management	Keynote Speaker, Practical Pain Management for	Durham, NH

Practicing Physicians			
2000	Management of Chronic Pelvic Pain	Obstetrics and Gynecology Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
2001	Implantable Therapies in the Management of Spinal and Radicular Pain	Spine Center Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
2001	Management of Chronic Pain	Grand Rounds; Alice Peck Day Hospital	Lebanon, NH
2001	Post Anesthesia Care Unit Pain Management	PACU 2001: A Perianesthesia Odyssey Dartmouth-Hitchcock Medical Center	Lebanon, NH
2001	Management of Chronic Pain	Internal Medicine Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
2001	Palliative Medicine	Radiation Oncology Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
2001	Basic Neuroanatomy; Anatomy and Safety and Radiology Implantation Techniques for Neurostimulation	Interventional Training Workshop	Boston, MA
2001	Complications Management and Troubleshooting Algorithms for Neurostimulation Systems	Interventional Training Workshop	Boston, MA
2002	End of Life Care for Patients with Non Cancer Diagnoses	Internal Medicine Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
2002	Treatment of Acute Pain	DHMC Pain Day General Surgery Grand Rounds; Dartmouth-Hitchcock Medical Center	Lebanon, NH
2002	Pediatric Palliative Medicine	Pediatrics Grand Rounds Dartmouth-Hitchcock Medical Center	Lebanon, NH
2002	Palliative Medicine	Psychiatry Grand Rounds; Dartmouth-	Lebanon, NH

		Hitchcock Medical Center	
2002	Uses, History of, and Controversies Surrounding the Use of Opioids	NEPA Annual Meeting	Woodstock, VT
2002	Perioperative Pain Management for Anesthesiologists; End of Life Care	New England Society of Anesthesiologists Annual Fall Conference	Scarborough, ME

*I have stopped recording local and regional lectures in 2002 but have continued to speak locally and regionally approximately ten times per year.*

**National:**

<b><u>DATE</u></b>	<b><u>TOPIC</u></b>	<b><u>ORGANIZATION</u></b>	<b><u>LOCATION</u></b>
1983	Pneumococcal Capsular Polysaccharide Types: A Four Year Study	Interscience Conference on Antimicrobial Agents and Chemotherapy	Las Vegas, NV
1990	Celiac Plexus Block	Harvard Medical School Regional Anesthesia Update	Boston, MA
1991	Opiate Pharmacology	American Society of Regional Anesthesia conference on acute pain management	Scottsdale, AZ
1991	Femoral Nerve Block, 3-in-1 Block	American Society of Regional Anesthesia conference on acute pain management	Scottsdale, AZ
1991	Patient Controlled Epidural Analgesia	American Society of Regional Anesthesia conference on acute pain management	Scottsdale, AZ
1991	NSAIDs-Ketorolac	American Society of Regional Anesthesia conference on acute pain management	Scottsdale, AZ
1991	Anesthesia: Approach to Chronic Pain	Tufts, New England Medical Center Hospitals	Boston, MA

1991	Epidural Infusions for Postoperative Pain Relief	Harvard Medical School Regional Anesthesia Update	Boston, MA
1991	Thoracic Analgesia	Harvard Medical School Regional Anesthesia Update	Boston, MA
1991	Pain Management	Harvard Medical School Anesthesia Industry Course	Boston, MA
1991	Treatment of Chronic Pain	Harvard Medical School Intensive Review of Neurology	Boston, MA
1992	Pain Management	Harvard Medical School Anesthesia Industry Course	Boston, MA
1992	Epidural Infusions for Postoperative Pain Relief	Harvard Medical School Anesthesia Industry Course	Boston, MA
1993	Overview of Agency for Health Care Policy and Research Clinical Practice Guidelines for Acute Pain Management	Symposium for Primary Care Providers	Portland, OR
1993	Overview of Agency for Health Care Policy and Research Clinical Practice Guidelines for Acute Pain Management	Symposium for Primary Care Providers	Philadelphia, PA
1993	Overview of Agency for Health Care Policy and Research Clinical Practice Guidelines for Acute Pain Management	Symposium for Primary Care Providers	Marquis, NY
1993	Overview of Agency for Health Care Policy and Research Clinical Practice Guidelines for Acute Pain Management	Symposium for Primary Care Providers	Nashville, TN
1993	Outpatient Management of Acute Pain	Symposium for Primary Care Providers	Baltimore, MD
1993	Overview of Agency for Health Care Policy and Research Clinical Practice Guidelines for Acute Pain Management	Symposium for Primary Care Providers	Salt Lake City, UT
1993	Epidural Infusions for Postoperative Pain Relief	Beth Israel Hospital	Boston, MA
1993	Complications of Pain Management Procedures	Anesthesia Grand Rounds, Beth Israel Hospital	Boston, MA
1993	Autonomic Pain Syndromes	Harvard Medical School Comprehensive Review in Pain Management	Boston, MA
1993	Regional Techniques for Thoracic Analgesia	Harvard Medical School Thoracic Anesthesia Update	Boston, MA
1993	Epidural Infusions for Postoperative Pain Relief	Harvard Medical School Regional Anesthesia Update	Boston, MA



1993	Celiac Plexus Block	Harvard Medical School Regional Anesthesia Update	Boston, MA
1994	Overview of Agency for Health Care Policy and Research Clinical Practice Guidelines for Acute Pain Management	Symposium for Primary Care Providers	Memphis, TE
1994	Overview of Agency for Health Care Policy and Research Clinical Practice Guidelines for Acute Pain Management	Symposium for Primary Care Providers	Buffalo, NY
1994	Overview of Agency for Health Care Policy and Research Clinical Practice Guidelines for Acute Pain Management	Symposium for Primary Care Providers	Garden City, NY
1994	Overview of Agency for Health Care Policy and Research Clinical Practice Guidelines for Acute Pain Management	Symposium for Primary Care Providers	St. Louis, MO
1994	Acute Pain Management	Ordner Medical Society Meeting	Jacksonville, NC
1994	Epidural Infusions for Postoperative Pain Relief	Hospital for Special Surgery	New York, NY
1994	Acute Pain Management	Medical Center at Princeton	Princeton, NJ
1995	Pain Management for the Primary Care Provider	Adirondack Independent Practice Association Annual Conference	Lake Placid NY
1997	Pharmacological Strategies in the Management of Pain	University of Massachusetts Medical Center Symposium on Pain: a Professional Overview	Worcester, MA
1998	Acute Pain Management	Anesthesiology Grand Rounds; Fletcher Allen Hospital University of Vermont	Burlington, VT
1998	“Palm Micros” For Data Collection And Streamlining Clinical Studies	Paperless Clinical Trials Conference	San Diego, CA
1999	Myofascial Pain Syndrome: Diagnosis, Treatment, and Controversies	American Academy of Pain Medicine 15 <sup>th</sup> Annual Meeting	Palm Springs, CA
1999	Acute Pain Management	American Academy of Pain Medicine 15 <sup>th</sup> Annual Meeting	Palm Springs, CA
1999	Workshop: Pros and Cons in the Use of Botulinum Toxin	American Academy of Pain Medicine 15 <sup>th</sup> Annual Meeting	Palm Springs, CA

1999	Spinal Cord Stimulation and Intrathecal Analgesia	American Academy of Pain Medicine 15 <sup>th</sup> Annual Meeting	Palm Springs, CA
1999	Regional Techniques for Postoperative Pain	American Society of Regional Anesthesia Meeting	Boston, MA
1999	Thoracic Epidurals and Neuraxial Techniques	American Society of Regional Anesthesia Meeting	Boston, MA
2000	Anatomy And Neurophysiology of Nociception	The Second Annual Michael Stanton Hicks Pain Management and Regional Anesthesia Symposium	Key West, FL
2000	Cancer Pain Management	The Second Annual Michael Stanton Hicks Pain Management and Regional Anesthesia Symposium	Key West, FL
2000	Neurolytic Blockade	The Second Annual Michael Stanton Hicks Pain Management and Regional Anesthesia Symposium	Key West, FL
2000	Botulinum Toxin for Pain Management	The Second Annual Michael Stanton Hicks Pain Management and Regional Anesthesia Symposium	Key West, FL
2000	Acute Pain Management	American Academy of Pain Medicine 16 <sup>th</sup> Annual Meeting	New Orleans, LA
2000	Spinal Cord Stimulation and Intrathecal Drug Administration Systems	American Academy of Pain Medicine 16 <sup>th</sup> Annual Meeting	New Orleans, LA
2000	Opioids for Nonmalignant Pain	American Academy of Pain Medicine 16 <sup>th</sup> Annual Meeting	New Orleans, LA
2000	Assessing New Technologies in Pain Management	Grand Rounds, New York University Medical Center	New York, NY
2001	Palliative Care	American Academy of Pain Medicine 17 <sup>th</sup> Annual Meeting	Miami Beach, FL
2001	Newer Technologies in the Management of Chronic Pain	Tufts New England Medical Center Anesthesiology Grand Rounds	Boston, MA
2001	Complex Regional Pain Syndromes	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA

2001	Innovative Uses of Spinal Cord Stimulation	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2001	Spinal Cord Stimulation Workshop	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2002	Mechanism Based Pain Diagnosis and Treatment	Eastern Pain Association Scientific Meeting	New York, NY
2002	Spinal Cord Stimulation; Principles and Practice of Pain Medicine	Harvard Medical School	Boston, MA
2002	Complex Regional Pain Syndromes; Principles and Practice of Pain Medicine	Harvard Medical School	Boston, MA
2003	The Use of Opioids for Chronic Noncancer Pain	Massachusetts General Hospital	Boston, MA
2003	Spinal Analgesia	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2003	Cancer Pain and Palliative Care in Adults	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2003	Evidence Based Interventional Pain Treatment	New England Pain Association	Manchester, NH
2004	Palliative Medicine	American Society of Regional Anesthesia	Phoenix, AZ
2004	Spinal Analgesia	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2004	Cancer Pain and Palliative Care in Adults	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2005	Spinal Analgesia	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2005	Complex Regional Pain Syndrome	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2005	Cancer Pain	American Society of Regional Anesthesia	Miami, FL
2005	Palliative Medicine, Overview	American Society of Regional Anesthesia	Miami, FL
2005	Treatment of Nausea and Vomiting in Patients With Cancer	American Society of Regional Anesthesia	Miami, FL

2005	Management of Opioid Induced Constipation	American Society of Regional Anesthesia	Miami, FL
2005	Pain Medicine for Primary Care: Opioid Prescribing	New England Pain Association and Boston Pain Forum	Boston, MA
2006	Theory and Technique- Implantable Pain Therapies	Course Director	Minneapolis, MN
2006	Theory and Technique- Implantable Pain Therapies	Course Director	New York City, NY
2006	Ordering and Interpretation of Urine Toxicology Tests	American Society of Regional Anesthesia	San Francisco, CA
2006	Palliative Medicine, Overview	American Society of Regional Anesthesia	San Francisco, CA
2006	Chronic Pain in the Cancer Survivor	American Society of Regional Anesthesia	San Francisco, CA
2006	Opioids for Chronic Non-Cancer Pain	New England Pain Association	Woodstock, VT
2006	The Use of Opioids for Chronic Musculoskeletal Pain	New England College of Occupational and Environmental Medicine	Bedford, MA
2007	Complex Regional Pain Syndrome	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2007	Spinal Analgesia	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2007	Using Computers to Assist in Substance Screening in Pain Medicine	The Third Annual Dartmouth Symposium on Substance Use; NH Physicians Conference on Addiction Medicine	Hanover, NH
2008	(Moderator and Speaker) Clinical Guidelines on Chronic Opioid Therapy in Chronic Noncancer Pain: Process and Progress Report	American Pain Society 27 <sup>th</sup> Annual Scientific Meeting	Tampa, FL
2008	Advances in Pain Management: Emerging Strategies and Clinical Innovations	American Pain Society 27 <sup>th</sup> Annual Scientific Meeting	Tampa, FL
2008	Is Chronic Opioid Therapy Suitable for the Management of Chronic Pain	American Society of Anesthesiologists Annual Meeting	Orlando, FL
2008	Evidence-based Guidelines for Opioid Therapy of Chronic Nonmalignant Pain	International Association for Pain and Chemical Dependency Annual Meeting	Philadelphia, PA

2009	Evidence-based Guidelines for Opioid Therapy of Chronic Nonmalignant Pain	American Pain Society 28 <sup>th</sup> Annual Scientific Meeting	San Diego, CA
2009	Evidence-based Guidelines for Opioid Therapy of Chronic Nonmalignant Pain	Beth Israel Deaconess Medical Center Invited Lecturer	Boston, MA
2009	Chronic Pain: Clinical and Neurochemical Features	Red Rock Casino, Hershey Medical Center	Las Vegas, NV
2010	Mechanisms and Neuroplasticity of Pain	American Academy of Pain Medicine Annual Meeting	San Antonio, Texas
2010	Spinal Analgesia	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2010	Cancer Pain and Palliative Care	Principles and Practice of Pain Medicine Harvard Medical School	Boston, MA
2011	Pain Outcomes Evaluation Tool (POET)	American Academy of Pain Medicine Annual Meeting	Washington, DC
2011	Pain Outcomes Evaluation Tool (POET)	American Pain Society Annual Meeting	Austin, TX
2011	Opioid Pharmacology	American Pain Society Annual Meeting	Austin, TX
2012	Rational Opioid Management	American Society of Regional Anesthesia and Pain Medicine Annual Meeting	Miami, FL
2012	Pitfalls in Pain Procedures	American Society of Regional Anesthesia and Pain Medicine Annual Meeting	Miami, FL
2013	Chronic Pain and Opioids	Boston University Work Related Injuries	Waltham, MA
2013	Rational Opioid Management	Vermont Ethics Network	Burlington, VT
2013	PROP and the Future of Opioids	International Conference on Opioid Use	Boston, MA

**International:**

<b><u>DATE</u></b>	<b><u>TOPIC</u></b>	<b><u>ORGANIZATION</u></b>	<b><u>LOCATION</u></b>
1995	Chronic Pain Management Sympathetic Blocks in Chronic Pain	McGill Review Course in Anesthesiology	Montreal, Canada

**MEDIA**

2011 Filmed for Physicians for Responsible Opioid Prescribing (PROP)

2010 Filmed for Discovery Chanel program on opioids for chronic pain

2009 Interviewed and cited by Associated Press (Baltimore Sun, Chicago Tribune), Wall Street Journal, New York Times, National Public Radio (All Things Considered), JAMA

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### **Journal Articles:**

#### **Original Articles:**

1. **Fanciullo GJ**, Baltch AL, Smith RP, Hollick G, Shayegani M. A five year serotyping of 1458 pneumococcal isolates with an analysis of 84 patients with bacteremia. *Southern Medical Journal*, 1986; 9(11):1370-5.
2. Baltch AL, Bassey C, **Fanciullo GJ**, Smith RP. In Vitro antimicrobial activity of enoxacinin combination with eight other antibiotics against *Pseudomonas aeruginosa*, Enterobacteriaceae, and *Staphylococcus aureus*. *Journal of Antimicrobial Chemotherapy*, 1987; 19:45-8.
3. Camann WR, Loferski BL, **Fanciullo GJ**, Stone ML, Datta S. Does epidural administration of butorphanol offer any clinical advantage over the intravenous route? *Anesthesiology*, 1992; 76:216-20.
4. Ferrante FM, **Fanciullo GJ**, Grichnik KP, Vaisman J, Sacks GM, Concepcion MA. Regression of sensory anesthesia during continuous epidural infusions of bupivacaine and opioid for total knee replacement. *Anesth Analg*, 1993; 77:1179-84.
5. Steinbrook RA, Hughes N, **Fanciullo GJ**, Manzi D, Ferrante FM. Effects of alkalization of lidocaine on the pain of skin infiltration and intravenous catheterization. *J Clin Anesth*, 1993; 5:456-8.
6. O'Hara D, **Fanciullo GJ**, Hubbard L, Maneatis T, Seuffert P, Bynum L, Shefrin A. Evaluation of the safety and efficacy of ketorolac versus morphine by patient-controlled analgesia device for postoperative pain. *Pharmacotherapy*, 1997; 17(5):891-9.
7. **Fanciullo GJ**, Rose RJ, Lunt PG, Whalen PK, Ross E. The State of Implantable Pain Therapies in the United States: A Nationwide Survey of Academic Teaching Programs (with editorial). *Anesth Analg*, 1999; 88:1311-6.
8. **Fanciullo GJ**, Robb JF, Rose RJ, Sanders JH. Spinal Cord Stimulation for Intractable Angina Pectoris: A Report of Two Cases. *Anesth Analg*, 1999; 89:305-6.
9. Bradley MP, **Fanciullo GJ**, Ahles TA, Seville J, DeLeo JA, Wasson JH. Characteristics and Outcomes of Patients with Chronic Pain Receiving Multidisciplinary Pain Subspecialist Care and Primary Generalist Care. *Int J Pain Med PallCar*, 2001; 1(1):23-26.
10. **Fanciullo GJ**, Hanscom B, Seville J, Ball P, Rose RJ. An Observational Study of the Frequency and Pattern of Use of Epidural Steroid Injection in 25,479 Patients with Spinal and Radicular Pain (with editorial). *Reg Anesth Pain Med*, 2000; 26(1):5-11.
11. **Fanciullo GJ**, Ball PA, Girault GJ, Rose RJ, Hanscom B, Weinstein JN. An Observational Study of the Prevalence and Pattern of Opioid Use in 25,479 Patients with Spine and Radicular Pain. *Spine*, 2002; 27(2):201-205.
12. Huraibi H, Phillips J, Rose R, Pallitroni H, Westbrook H, **Fanciullo GJ**. Intrathecal Baclofen Pump Implantation Complicated by Epidural Lipomatosis. *Anesth Analg*, 2000; 91:429-31.
13. **Fanciullo GJ** and Cobb J. The Use of Opioids for Chronic Non-Cancer Pain. *Int J Pain Med Pall Care*, 2001; 1(2):49-55.

14. **Fanciullo GJ**, Jamison RN, Chawarski MC, Baird JC. Computer Method for Rating Quality of Life: Comparison of Chronic Pain Patients and Healthy Controls. *Pain Med*, 2001; 2(4):298-308.
15. Lopez A, Beecham JB, Rose RJ, Beasley R, **Fanciullo GJ**. Triple Analgesic Intraspinal Therapy in a Patient with Metastatic Cervical Carcinoma. *Int J Pain Med Pall Care*, 2002; 1(3):105-106.
16. Katz N, **Fanciullo GJ**. The Role of Urine Toxicology Testing in the Management of Chronic Opioid Therapy. *Clin J Pain*, 2002; 18:S76-S82.
17. **Fanciullo GJ**, Hanscom B, Weinstein JN, Chawarski MC, Baird JC. Cluster Analysis Classification of SF-36 Profiles for Patients with Spinal Pain. *Spine*, 2003; 28(19):2276-2282.
18. Baltic T, Whedon MB, Ahles TA, **Fanciullo G**. Improving Pain Relief in a Rural Cancer Center. *Cancer Practice*, 2002; 10(1):S39-44.
19. Katz N, Sherburne S, Vielguth J, Rose RJ, **Fanciullo GJ**. Behavioral Monitoring and Urine Toxicology Testing in Patients Receiving Long-Term Opioid Therapy. *Anesth Analg*, 2003; 97:1097-102.
20. **Fanciullo GJ**, Jamison RN, Chawarski MC, Baird JC. Reliability and Validity of an Interactive Computer Method for Rating Quality of Life. *Pain Medicine*, 2003; 4(3):257-268.
21. Ball PA, **Fanciullo GJ**. Pont de Dolor: A Technique for Placing and Securing a Resume Electrode in the Epidural Space and Comments About Anatomical Variation That May Complicate Spinal Cord Stimulation Electrode Placement. *Neuromodulation*, 2003; 6(2):92-4.
22. Ruland CM, White T, Stevens M, **Fanciullo G**, and Khilani SM. Effects of Computerized System to Support Shared Decision Making in Symptom Management of Cancer Patients: Preliminary Results. *J Med Inform Assoc*, 2003; 10(6):573-579.
23. Sites B, Beach M, Biggs R, Rohan C, Wiley C, Rassias A, Gregory J, **Fanciullo GJ**. Intrathecal Clonidine Added to a Bupivacaine-morphine Spinal Improves Postoperative Analgesia for Total Knee Arthroplasty. *Anesth Analg*, 2003; 96:1083-8.
24. Bakitas M, Hopkins S, Thomas C, Varma S, **Fanciullo GJ**. Development of a clinical care screening tool to assess patient-defined, nonphysiological palliative care needs. *J Terminal Onc*, 2003; 2(2):75-85.
25. Jamison JN, **Fanciullo GJ**, Baird JC. Computerized Dynamic Assessment of Pain: Comparison of Chronic Pain Patients and Healthy Controls. *Pain Medicine*, 2004; 5(2):168-177.
26. Jamison JN, **Fanciullo GJ**, Baird JC. Usefulness of pain drawings in identifying real or imagined pain: Accuracy of pain professionals, nonprofessionals, and a decision model. *The Journal of Pain*, 2004; 5(9):476-482.
27. Burfeind R, **Fanciullo GJ**, Jamison RN, Baird JC. Pain Assessment Based on a Fixed Resource Method. *The International Journal of Cognitive Technology*, 2005; 9(1):46-52.
28. Loyd R, Ball P, **Fanciullo GJ**. Surgical Procedures for Intractable Cancer Pain. *Tech RAPM*, 2005; 9(3):167-177.
29. Loyd R, **Fanciullo GJ**, Hanscom B, Baird JC. An Assessment of SF-36 Cluster Analysis Ability to Predict Spinal Pain Patients Response to Epidural Steroid Injection. *Pain Medicine*, 2006; 7(3):229-236.
30. Jamison RN, **Fanciullo GJ**, McHugo GJ, Baird JC. Validation of the Short-Form Interactive Computerized Quality of Life Scale (ICQOL-SF). *Pain Medicine*, 2007; 8(3):243-50.

31. Katz N, Houle B, Budman SH, Fernandez KC, Villapiano A, Parker S, **Fanciullo GJ**, Butler SF. Implementing a Screening Tool for Risk of Opioid Abuse: The SOAPP® Dissemination Study. Submitted for publication.
32. **Fanciullo GJ**, Cravero JP, Mudge BO, McHugo GJ, Baird JC. Development of a New Computer Method to Assess Children's Pain. *Pain Medicine*, 2007; 8(S3):121-128.
33. Burton AW, **Fanciullo GJ**, Beasley RD, Fisch MJ. Chronic Pain in the Cancer Survivor: A New Frontier. *Pain Medicine*, 2007; 8(2):189-198.
34. Curtis K, Henriques H, **Fanciullo GJ**, Suber F. Time to First Analgesia Following Trauma in an Emergency Department. *Journal of Trauma*, 2007; 62:819-826.
35. Curtis KM, Henriques HF, Fanciullo G, Reynolds CM, Suber F. A fentanyl-based pain management protocol provides early analgesia for adult trauma patients. *Journal of Trauma*, 2007; 63(4):819-826.
36. Washington T, **Fanciullo GJ**, Sorensen JA, Baird JC. Quality of Chronic Pain Websites. *Pain Medicine* 2008;9(8):994-1000.
37. Provenzano D, **Fanciullo GJ**, Baird JC. Computer Assessment and Diagnostic Classification of Chronic Pain Patients. *Pain Medicine*, 2007; 8(S3):167-175.
38. Podichetty V, **Fanciullo GJ**, Weiss L, Baird JC. Information Technology in the Management of Pain. *Pain Medicine*, 2007; 8(S3):189-198.
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41. Chou R, **Fanciullo GJ**, Fine PG, et. al. Opioid Treatment Guidelines: Clinical Guidelines for the Use of Chronic Opioid Therapy in Chronic Noncancer Pain. *Journal of Pain*, 2009;10(2):113-130.
42. Chou R, Ballantyne JC, **Fanciullo GJ**, Fine PG, Miaskowski C. Research gaps on use of opioids for chronic noncancer pain. Findings from a review of the evidence for an American Pain Society and American Academy of Pain Medicine clinical practice guideline. Accepted for publication, *Journal of Pain*, 2009;10:147-159.
43. Chou R, **Fanciullo GJ**, Fine PG, Miaskowski C, Passik SD, Porteneoy RK. Opioids for chronic noncancer pain: prediction and identification of aberrant drug-related behaviors. A review of the evidence for an American Pain Society and American Academy of Pain Medicine clinical practice guideline. *Journal of Pain*, 2009;10:131-146.
44. Gular P, Rodi S, Washington TA, Cravero JP, **Fanciullo GJ**, McHugo GJ, Baird JC. Computer face scale for measuring pediatric pain and mood. *Journal of Pain*, 2009;10:173-179.
45. Butler SF, Budman SH, Fernandez KC, **Fanciullo GJ**, Jamison RN. Cross-validation of a screener to predict opioid misuse in chronic pain patients. *J Addict Med* 2009;3(2):66-73.
46. **Fanciullo GJ**. Medical cannabis. *J Opioid Manage*. 2009; 5(5):245-246.
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48. Jamison RN, Washington TA, Gular P, **Fanciullo GJ**, Arscott, JR, McHugo GJ, Baird JC. Reliability of a Preliminary Three-Dimensional Pain Mapping Program. *Pain Medicine*, 2011;12:344-351.



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50. **Fanciullo GJ**. Who receives opioids for acute pain in emergency departments? Considering evidence, patient and provider preferences. *Pain* 2012

### **Abstracts:**

#### **Presented at National Meetings:**

1. Ferrante FM, **Fanciullo GJ**, Kistler P, Katz N, Concepcion M. Unpredictability of sensory level regression during continuous postoperative epidural infusion of 0.25% bupivacaine with and without opiates. Abstract, American Society of Anesthesiologists Annual Meeting, San Francisco, CA, 1991.
2. Flanagan HL, **Fanciullo GJ**, Walsh D, Ferrante FM. Safety and efficacy of post-operative continuous epidural narcotic-local anesthetic infusions on surgical floors. Oral Presentation, American Society of Anesthesiologists Meeting, Washington DC, 1993.
3. Flanagan HJ, **Fanciullo GJ**, Walsh D, Ferrante FM. Engineering specifications to prevent critical incidents related to epidural infusion pump design. American Society of Anesthesiologists Meeting, Washington DC, 1993.
4. **Fanciullo GJ**, Hubbard L, O'Hara D. Evaluation of intravenous ketorolac and morphine in a patient controlled analgesia device. American Society of Anesthesiologists Meeting, San Francisco, CA, 1994.
5. Body S, **Fanciullo GJ**, Ferrante, FM, Reilly J, Sugarbaker D. Thoracic epidural analgesia after lung transplantation. American Society of Anesthesiologists Meeting, San Francisco, CA, 1994.
6. Nunn R, Sellasie A, **Fanciullo GJ**, Datta S. EMLA cream as a pre-emptive analgesic in Cesarean Section. Society of Obstetric Anesthesiologists and Perinatologists Meeting, Montreal, Canada, 1995.
7. Smith E, Whedon M, Bookbinder M, Fadul C, Meyers L, **Fanciullo G**, Rose R, DeLeo J, Maurer H, Mills L, Ahles T, Plunkett M, Drake C. A multidisciplinary quality improvement approach to improve neuropathic pain management in cancer patients. Second International Conference on Mechanisms and Treatment of Neuropathic Pain, Washington, DC, 1999.
8. **Fanciullo G**, Katz N. The role of urine toxicology screening in patients on chronic opioid therapy. AAPM Annual Meeting, Miami, FL, 2001.
9. **Fanciullo GJ**, Baird JC, Chawarski MC, Jamison RN. Computerized interactive assessment of pain: Response comparisons of chronic pain patients and healthy controls. American Pain Society Annual Meeting, Chicago, IL, 2003.
10. Washington T, **Fanciullo GJ**, Baird JC. Quality Assessment of Chronic Pain Web-Sites. American Pain Society Annual Meeting, San Antonio, TX, 2006.

11. Krebs EE, MD, Lurie JD, **Fanciullo GJ**, Tosteson TD, Blood EA, Carey TS, Weinstein JN. Predictors of long-term opioid use among patients with painful lumbar spine conditions. American Pain Society Annual Meeting, San Diego CA, 2009.

#### Presented at International Meetings:

1. Ruland CM, **Fanciullo G**, Stevens M, Whedon M, White T. Computer supported individualized palliative care. 18th UICC International Cancer Congress, Oslo, Norway, 2002.
2. Jamison RN, **Fanciullo GJ**, Baird JC. Usefulness of pain drawings in identifying real or imagined pain: Accuracy of pain professionals vs. nonprofessionals. 2<sup>nd</sup> joint scientific meeting of APS and CPS, Vancouver, BC, Canada, 2004.

#### Book Chapters:

1. **Fanciullo GF**, Johnson M. The morbidly obese parturient. In: Manual of Obstetric Anesthesia, Ostheimer GW, editor. Churchill Livingstone, New York, NY, 1992.
2. **Fanciullo GJ**, Ferrante FM. Analgesia after orthopedic surgery. In: Acute Pain Management, Ferrante FM, editor. Churchill Livingstone, New York, NY, 1993.
3. **Fanciullo GF**, Johnson M. The morbidly obese parturient. In: Manual of Obstetric Anesthesia, 2nd ed., Ostheimer GW, editor. Churchill Livingstone, New York, NY, 1994.
4. **Fanciullo GJ**. Analgesic Pharmacology. In: Office Practice of Neurology, Samuels M and Feske S, editor. Churchill Livingstone, New York, NY, 1996.
5. **Fanciullo GF**, Johnson MD. Morbid Obesity. In: Pain Relief and Anesthesia in Obstetrics, Van Zundert A and Ostheimer GW, editors. Churchill Livingstone, New York, NY, 1996.
6. **Fanciullo GF**. Implantable Technologies for the Management of Chronic Pain, In: Harvard Department of Anesthesia Electronic Library CD-ROM, Bailin M, ed. Lippincott-Raven, Philadelphia, PA, 2002.
7. Girault G and **Fanciullo GJ**. New Techniques in the Treatment of Ischemic Pain. In: Principles and Practice of Pain Medicine 2<sup>nd</sup> Ed, Warfield CA and Bajwa Z, Eds. McGraw-Hill, New York, NY, 2004.
8. **Fanciullo GJ**. Pharmacologic Treatment of Pain. In: Office Practice of Neurology, 2<sup>nd</sup> Ed., Samuels M and Feske S, eds. Churchill Livingstone, New York, NY, 2003.
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12. **Fanciullo GJ** and Sparks D. Opioids. In: Clinical Pain Management: A Practical Guide, Craig K and Peng P. Wiley Press, Oxford, England, 2011.
13. **Fanciullo GJ** and Ball PA. Intraspinal Infusions for Pain. In: Operative Neurosurgical Techniques, 6<sup>th</sup> Ed, Schmidek and Sweet, eds. Saunders Elsevier, Philadelphia, PA, 2012.
14. Cosgrove MA, Towns DK, **Fanciullo GJ**, Kaye AD. Interventional Pain Management. In: Essentials of Pain Management, Vadivelu N, Urman RD, Hines RL, Eds. Springer, New York, 2011.

15. Goodman BG and Fanciullo GF. Advances in the Management of Ischemic Pain. In: Principles and Practice of Pain Medicine 3rd Ed, Warfield CA and Bajwa Z, Eds. McGraw-Hill, New York, NY, 2012.

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2. Jamison RN, **Fanciullo GJ**, Baird JC, Eds. Pain Medicine, Computer and Information in the Assessment and management of Patients with Pain. *Pain Medicine*, 2007;8(53).
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1. **Fanciullo GJ**. Point of View- Randomized Double Blind Prospective Pilot Study of Botulinum Toxin Injection for Refractory Unilateral Cervical-Thoracic Paraspinal Myofascial Pain Syndrome. *Spine*, 1998.23(15).
2. **Fanciullo GJ**. Point of View-The Ability of Lumbar Medial Branch Blocks to Anesthetize the Zygapophysial Joint: A Physiologic Challenge. *Spine*, 1998; 23(17).
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10. **Fanciullo GJ**: Book Review, Pain Medicine and Management: Just the Facts. *Journal of Opioid Management*, 2005.
11. **Fanciullo GJ**: Introduction. Palliative and Pain Medicine: Improving Care for Patients with Serious Illness. *Tech RAPM* 2005; 9(3):107-109.
12. Loyd RD, Ball PA, **Fanciullo GJ**: Surgical Procedures for Intractable Cancer Pain. *Tech RAPM* 2005; 9(3):167-176.
13. Sorenson J, **Fanciullo GJ**: Ordering and Interpretation of Urine Toxicology Specimens in Patients Treated with Opioids. *Tech RAPM*, 2005; 9(4):288-234.
14. Jamison RN, **Fanciullo GJ**, Baird JC. Introduction: "Computers in the Future may Weigh Less Than 1.5 Tons" Popular Mechanics 1949. *Pain Medicine* 2007; 8(S3):83-84.
15. Baird JC, McHugo GJ, **FanciulloGJ**. Letters to the Editor: Response to Von Baeyer and Jaaniste (2008). *Pain Medicine* 2009;10(1):197-198.
16. Chou R, **Fanciullo GJ**, Fine PG. Letter to the Editor: Response to Newman RG (2009). *The Journal of Pain* 2009;10(7):774-776.
17. **Fanciullo GJ**. Comment: Facilitation of percutaneous trial lead placement with ultrasound guidance for peripheral nerve stimulation trial of ilioinguinal neuralgia: a technical note. *Neuromodulation*. 2009;12(4):296-301.
18. **Fanciullo GJ**, Member of the Council. American Academy of Pain Medicine Ethics Council Statement on Conflicts of Interest: Interaction between Physicians and Industry in Pain Medicine. *Pain Medicine* 2010; 11:257-261.
19. The APS/AAPM opioid Treatment Guidelines Revisited. *Pain Medicine News Special Edition* December 2011.

Updated: 1/18/12  
By: GF

## Jeffery B. Hover, Sr.

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### SENIOR OPERATIONS / MANUFACTURING / SUPPLY CHAIN EXECUTIVE

*Qualified for highly visible, key impact role as strategic and tactical business partner in:*  
High-Technology, Medical/Lab Device, Pharmaceutical & Medicine, and Traditional Manufacturing

Strategic senior manager with career demonstrating mastery in achieving results in global business environments through operational management of manufacturing and supply chain operations for multinational organization. Combine tactical execution of strategic initiatives with strong cross-functional leadership to drive operational excellence, supply chain efficiencies, global production planning, and quality assurance for overall productivity, business, and bottom-line performance enhancements. Consistently meet/exceed customer expectations while reducing costs, improving efficiency, increasing operating margins, and enhancing quality. Project champion and change agent, leveraging Lean Six Sigma, current Good Manufacturing Practices (Canada & US), and sales/operations planning tools across diverse cultures and economies. Analytical, value-added orientation.

#### **Core competencies include:**

- Lean Six Sigma / cGMP / CAPA / ISO / FDA-CFR
- Operations Integration / Turnarounds / M&A
- Cost Optimization & Profit Growth
- End-to-End Supply Chain Management / QA
- Staff Recruitment, Leadership & Development
- Strategic Operations & Project Management
- Quality & Customer Satisfaction Improvements
- Supplier Selection & Contract Negotiations
- Budgetary Planning & Total Cost of Ownership
- Global and Local Resource & Capacity Planning

*"[Jeff] has a wide range of skills that allow him to contribute in product development, production and cost savings. **Quality is always his top priority.** ... He has a unique ability to mesh the quality system with real world conditions of pricing and production in a way that works for all departments. ... He is an excellent leader with great communication skills."*

*~Vice President, Resintech (contractor to Jeff at NxStage Medical)*

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### PROFESSIONAL EXPERIENCE

#### **NxStage Medical** ✧ Lawrence, MA ✧ 2007–present

*\$217M medical device company that develops, manufactures, and markets innovative products for the treatment of end-stage renal disease.*

Recruited to develop strategic plan for the design and manufacture of NxStage Medical's next generation fluid products. Rapidly promoted from R&D to direct the external global manufacturing supply chain.

#### DIRECTOR, SUPPLY CHAIN (2010–present)

Promoted with expanded responsibility to manage \$40M spend portfolio and develop contract manufacturing capabilities in Latin America, Europe, and Asia. Co-lead Supplier Auditing Program; Certified Internal Auditor. Currently developing strategic plan to propel business growth and improve gross margin through efficiencies, freight and lead time, product costs, benchmarking, commodities, and in-house manufacturing.

- Successfully launched 5 new products that delivered \$3.2M in additional revenue and permitted product expansion in the European market. Led EU compliance effort to attain CE-labeled products for Europe.
- Negotiated \$2.8M annual Purchase Price Variance (PPV) cost savings. Captured \$60K/month in cost savings while reducing product complaint rate 20% through supply chain efficiencies.
- Drove additional \$1.3M favorable variance through improvements across Facilities, Engineering, Production, and Operations areas to include new product formulations, yield enhancements, and improved quality.
- Created a partnering "win-win" culture with key suppliers that increased communication and established cost and quality improvement goals. Implemented business review processes and benchmarking with suppliers.

#### STRATEGIC SOURCING MANAGER (2009–2010)

Promoted to manage strategic global sourcing, interfacing directly with key suppliers in Europe and Mexico. Opened Latin and South American markets. Managed \$25M spend portfolio.

- Spearheaded effort that led to product distribution agreement for Latin and South America valued at \$15M. Identified opportunity to expand Mexico supplier relationship for "win-win" profit margins and cost savings.

*...Strategic Sourcing Manager continued...*

- Created \$1.2M favorable variance while improving product quality from 5 to 6 Sigma. Projects include price reduction negotiations, process transfers, European marketing permitting, and new product formulations.
- Captured 18–30% cost reduction by outsourcing non value-added products, which preserved internal manufacturing capacity for core products from the development pipeline, unimpeded by new products.
- Identified and supported on-time execution of projects that improved lead time, production efficiency, yield, release testing time and cost control, material utilization, raw material cost control, and quality control.

**SENIOR R&D FLUIDS ENGINEER (2007–2009)**

Recruited to establish and expand strategic imperatives for next generation fluid products. Implemented mission-critical fluid projects that achieved manufacturing and quality goals.

- Overcame roadblocks to market penetration through space risk solutions that addressed concerns by federal regulators and physicians regarding safety and efficacy. Led to doubling patient care over the years.
- Spearheaded engineering effort that captured \$2M in annual cost savings in margin improvements. Redesigned process and product rollout to optimize existing technology utilizing Lean Kaizen. Negotiated price reduction and controlled inventory and freight.
- Set the ground work for 5-year strategic business plan for fluid products through a Quality Function Deployment (QFD) system and matrix that identified process parameters for control to meet customer needs.

**Fresenius Medical Care North America (FMCNA) / Prime Medical** ✧ Waltham, MA ✧ 1993–2007  
*\$12.8B global leader providing dialysis drugs, products, and services for the treatment of renal disease. FMCNA acquired Prime Medical.*

**PLANT MANAGER – Vaudreuil, Quebec, Canada (2004–2007)**

Promoted and led turnaround effort of newly acquired Canadian manufacturing plant that had received 18 major observations from Health Canada. Developed \$5M capital expenditure plan to upgrade plant utilities.

- Dramatically, quickly transformed failing plant into the market leader for fluid product line in Canada.
  - Most Improved Plant Award. Most Improved Safety Award – reduced worker's comp-related absence 85%; reduced lost time incident rate (LTIR) from 16.6 to 3.7. Skitoma Award.
  - Attained clean 2007 Health Canada audit with no major or minor observations.
  - Reduced manufacturing overhead 7% and product cost 30%. Improved quality and cash flow.
- Led culture change, creating a results-driven team that embraced change and challenges with urgency. Increased staff retention and productivity through performance-based career path and training programs.

**PLANT MANAGER – FMCNA, Voorheesville, NY (1997–2004)**

Promoted to oversee engineering, manufacturing, product development, and sales of fluid product line. Managed daily operations, budget, HR, EH&S, warehousing, costing, procurement, manufacturing, sales, and marketing.

- Attained rapid time-to-market and leading market positions for product lines that delivered \$10M and \$6.5M in annual revenue. Guided product development and technology transfers.
- Achieved 5%+ positive variance goals each year.
- Closed non-essential plant, resulting \$3M in savings.

**TECHNICAL DIRECTOR – Prime Medical, Voorheesville, NY (1993–1997)**

Built start-up fluid products division from ground up to profitability; led directly to sale of company to FMCNA.

*Prior clinical experience at Albany Medical College Center.*

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**EDUCATION | CERTIFICATION | AFFILIATIONS**

Bachelor of Science (BS) in Biology, minor in Chemistry, Bob Jones University, Greenville, SC

**Lean Leader Certificate • Certified Internal Auditor**

Member, American Society of Quality (ASQ) • Member, International Society of Pharmaceutical Engineers (ISPE)  
• Member, Association for the Advancement of Medical Instrumentation (AAMI)

## **JOANNE HOFFMAN M.S.**

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### **RELATED EXPERIENCE**

#### ***PARENTS4ACHANGE*** \* Southington, Connecticut

Assists President with crisis calls from new families, holds meetings with new families to offer support and resources, gives presentations with State Police Narcotics Task Force Educators all over Connecticut on drug education and awareness. 2009-Present

\* Parents4achange focuses on educating, informing and providing support and resources to parents and families of opiate addicted children and young adults. We work with state and local authorities to make our communities unfriendly environments to drug use and drug activity.

***NORTH HAVEN SUBSTANCE ABUSE AND ACTION COUNCIL*** North Haven, Connecticut  
Board Member. Participates in the development of a strategic approach focused on awareness, education and communication thereby reducing the incidence and prevalence of substance abuse and related problems in North Haven.

CoFounder of parent sub group of North Haven Substance Abuse and Action Council.

***PERSONAL*** Hands on experience with close family members with opiate addiction.

### **EMPLOYMENT HISTORY**

***YALE/TEMPLE CARDIAC REHABILITATION*** Branford, New Haven, Cheshire, East Haven, Connecticut

Exercise Physiologist / Nutrition Consultant. Duties include implementing and monitoring patients' exercise programs; monitoring heart rates and rhythms on telemetry units; documenting progress, monitoring blood pressures; teaching nutrition education classes and giving individual nutritional advice. 2007 – Present

***EATS4LIFE*** North Haven, Connecticut

Owner / Personal Nutrition Consultant. Designs individual nutrition programs for those who are overweight, have high blood pressure, diabetes, or high cholesterol; educating and motivating clients. 2000-Present

***ROB NEVINS PERSONIZED WEIGHT CONTROL PROGRAMS, INC.*** Woodbridge, Connecticut  
Personalized Nutrition Consultant: Duties included implementing nutrition programs to clients who were overweight, had high blood pressure, diabetes, or high cholesterol; educating and motivating clients; ongoing research and development of the Rob Nevins Weight Control Program. 1996-2000

***NEW HAVEN JEWISH COMMUNITY CENTER*** Woodbridge, Connecticut

Personal Trainer: Duties included working one on one conducting fitness evaluations; designing exercise programs based on goals and level of experience; educating and motivating clients; offering nutritional advice. 1994-1996

**CHIROPRACTIC AND PHYSICAL REHABILITATION CENTER OF BRANFORD** Branford, Connecticut

Exercise Physiologist: Responsible for running the Rehabilitation Center. Duties included Dynatron testing, Metrecom testing, Isokinetic and Fitness testing; designing and monitoring individualized exercise programs on computerized equipment for patients with various injuries and conditions. 1991 - 1994

**VA MEDICAL CENTER** West Haven, Connecticut

Coordinator of the Employee Wellness Program: Duties included planning, scheduling and hiring staff to run fitness evaluations, supervise exercise programs, teach aerobics and give health related lectures. 1991

**MEDIFIT OF AMERICA** Stamford, Connecticut

Fitness Specialist at the Pratt & Whitney Corporate Fitness Center in North Haven. Duties included conducting fitness evaluations and developing exercise prescriptions; creating, implementing and monitoring promotional and incentive programs; designing and leading exercise classes; conducting plant worksite exercise programs to reduce and prevent job related injuries; assisting with training of new staff and student interns. 1990

**SPA LADY** North Haven, Connecticut

Training Director: Duties included coordination of the training program for the nine Spa lady clubs in Connecticut; running seminars on how our services relate to the improvement of various health problems; keeping our fitness consultants up-to-date on any new material pertaining to health and fitness; reviewing and evaluating every employee and assuring that each club adheres to all Spa Lady policies. 1987-1989

Service Coordinator: Duties included comprehensive evaluation of member's fitness through a selective testing program that I implemented. This was followed up by an individualized diet and exercise program. Other responsibilities included training and evaluation of staff, coordination of various spa activities and daily administrative tasks. 1985-1989

**EDUCATION**

Southern Connecticut State University: M.S. Physical Education with concentration in Human Performance. 1990

Southern Connecticut State University: B.S. Special Education. 1982

Lasell College A.S. Community Mental Health. 1979

**CERTIFICATIONS AND AFFILIATIONS**

Parents4achange

North Haven Substance Abuse and Action Council

Certified Trainer-Courageous Parenting 101, Courage to Speak Foundation

American College of Sports Medicine

American Red Cross: CPR



## CURRICULUM VITAE

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 South Windsor, CT 06074  
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 painman@cox.net

***Richard H. Gannon, Pharm.D.***

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 Hartford, CT 06102  
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 richard.gannon  
 @hhchealth.org

**PROFESSIONAL GOALS**

To provide pharmaceutical care of the highest quality in cooperation with medical, nursing, and pharmacy staffs so that an optimal patient outcome is achieved.

To teach medical, pharmacy, and nursing students/practitioners; pain management skills, rational drug therapy, medication administration, and therapeutic drug monitoring.

To pursue clinical research in areas encompassing pharmacokinetics, pharmacotherapeutics, pain management, and pharmacoconomics.

To enhance administrative skills as necessary for the development and promotion of effective pharmacy services.

**EDUCATION**

1978	Pharmacy Residency Thomas Jefferson University Hospital Philadelphia, PA
1978 - 1980	Doctor of Pharmacy Philadelphia College of Pharmacy & Science Philadelphia, PA
1974 - 1976	Bachelor of Science - Summa Cum Laude University of Connecticut School of Pharmacy Storrs, CT
1971 - 1974	Worcester Polytechnic Institute Worcester, MA

**PROFESSIONAL EXPERIENCE**

2012	CMS Hospital eMeasure Workgroup on PCA Monitoring Baltimore, Maryland
2011	Alliance of States with Prescription Monitoring Programs PMP Practitioner Education Meeting "Pharmacists Perspective on using the CT PMP" St. Louis, MO  Cadence Speakers Bureau – IV acetaminophen
2009 – Present	PriCara Speakers Bureau - Tapentadol
2008	Ortho-McNeil Pharmaceutical Speaker Training – Philadelphia
2006	Adolor Advisory Board – Alvimopan Dallas, Texas  Sim-Man simulation for PCA use

	Orthopaedic Nurses
2003, 2005	Heparin Induced Thrombocytopenia Speaker Training; Chicago, Dallas
2003	PowerPoint Slide Development East Hartford, CT
2002 - Present	Member, State of CT, DUR Board
2002 - Present	Clinical Specialist - Pain Control
2001 - Present	Claims Review Committee - Hartford Hospital
2001-2002	Pharmacy Manager
2000	Implementation JCAHO Pain Standards at Hartford Hospital
1999	Member of Advisory Board and Steering Committee for CT Statewide Pain Management Study. American Society of Law, Medicine and Ethics/Donaghue Medical Research Foundation
1998	Member of Consensus Panel for Chronic Non-Malignant Pain Treatment, USP, Philadelphia, PA.  Established Outpatient Anticoagulation Service at Hartford Hospital  Trainer in Purdue Frederick Phase III Training Program Purdue Frederick, Norwalk
1997	Developed Pain Control rotation for medical residents
1996	Developed Protocol for Home Treatment of DVT with Enoxaparin
1995	Chapter Reviewer - Basic Skills in Interpreting Laboratory Data - ASHP  Participated in development of Pain Management Module for "I Can Cope" Program of American Cancer Society Developed Warfarin Dosing Service for Neurology, Cardiovascular-Surgery  Pain Control Preceptorship - CT Cancer Pain Initiative (Sponsor & Lecture)
1994	Developed Weight Adjusted Heparin Dosing Protocol for Hartford Hospital  Developed Warfarin Dosing Service for Cardiology
1992 - 1997	Editorial Board J Pharmaceutical Care in Pain and Symptom Control Reviewer - Cancer Practice
1992 - 1996	Chair CT Cancer Pain Initiative
1990 - 1992	Member, Scientific Review Committee Hartford Hospital
1988 - 2001	Assistant Director for Clinical Services Department of Pharmacy Services Director of Pain Control Services Hartford Hospital Hartford, CT

1984 - 1988	Clinical Pharmacist - Medical ICU Hartford Hospital Hartford, CT
1980 - 1984	Clinical Pharmacist - Medical ICU Yale-New Haven Hospital New Haven, CT
1979	Clinical Pharmacist (Part Time) Thomas Jefferson University Hospital Philadelphia, PA
1977	Poison Information Pharmacist University of Connecticut Health Center Farmington, CT

**TEACHING EXPERIENCE**

2012	Adjunct Assistant Professor of Pharmacy Practice-UConn School of Pharmacy
2011-Present	UConn School of Pharmacy – Pain Management case review
2010	UConn 3 <sup>rd</sup> year Medical Students – Pain Management
2008	French Pharmacy students - Pain Rotation
2007- 2009	University of Puerto Rico Pain Management rotation
2002 - Present	Pain Management Rotation (Pharmacy Resident, Pharmacy Students, Pharmacists, Medical Students, Medical Residents, Mid-level practitioners)
1998-2000	Lecturer, UConn School of Medicine Hospice/Pain Management
2000-2006	Lecturer, Nurse Re-Entry Program Capitol Community College
1990 - 1992	Graduate Course Instructor Pharmacology - Quinnipiac College
1990	Adjunct Clinical Professor Massachusetts College of Pharmacy
1988	Course Coordinator for Graduate Nursing Program University of Connecticut "Pharmacotherapy in Critical Care"
1984 - 1995 2002 - Present	Assistant Clinical Professor University of Connecticut School of Pharmacy – Careers lecture
1981 - 1984	Clinical Instructor Yale School of Nursing Family Nurse Practitioner Program Clinical Instructor Yale School of Nursing Non-Nurse Post Graduate Program

**PRESENTATIONS****CONSUMERS**

2006 Pharmacy Leadership Speaker  
Career Choice  
CT State Legislators

2005 Pain Management  
Pre-Med Club  
University of CT

Management of Neuropathic Pain  
Pfizer Sales Force

PRS Elementary School  
Pharmacy as a Career

1998 Pain Management  
Hospice Volunteers, Hartford Hospital

**PHYSICIANS**

2012 Orthopaedic Multidisciplinary Conference: Pain Management-Cranium to Calcaneous

2011-Present Dept of Surgery: Resident Boot Camp-Pain Management

2011 Dept of Surgery Grand Rounds – Post-Operative Pain Management  
Dept of Anesthesia Grand rounds – Pre-op and Peri-operative Pain Management

2010-Present Dept of Neurology Annual Pain Management lectures

2010 Pain Management in OMF Surgery Patients

Pain Management for Toxicology Fellows  
Hartford Hospital

Management of Sickle Cell Crisis Pain  
Middlesex Memorial Hospital

2009 Pain Management for Ortho/Trauma Patients  
Hartford Hospital

2008 Common ED Pain Syndromes  
Hartford Hospital-ED Attendings

Palliative Pain Management  
Hartford Hospital – Medical Residents

Pain Management for Oncology Patients  
Johnson-Memorial Hospital

2007 Appropriate use of Analgesics and Misuse of Meperidine  
Manchester Hospital

Pain Management in the Transplant Patient

Hartford Hospital Transplant Symposium

2006

Medical Resident Teaching Conference  
Palliative Medicine Service  
Hartford Hospital

Pain Management in Orthopaedics  
Orthopaedic Residents Program  
UConn Health Center

Evidenced based Pain Management  
American Osteopathic Association  
Mystic, CT

Pain Management in the General Surgery Patient  
General Surgery Residents  
Hartford Hospital

2005

Pain Management  
St. Vincent's Hospital  
Grand Rounds

Pain Management in the Trauma Patient  
Annual Trauma Conference Grand Rounds

Heparin Induced Thrombocytopenia  
Emergency Department Staff  
Hartford Hospital

Medical Resident Teaching Conference  
Palliative Medicine Service  
Hartford Hospital

Pain Management  
Surgery Mid-Level Practitioners  
Hartford Hospital

Pain Management in Surgery Patients  
Surgery Grand Rounds – Audience Response System

Treatment of Acute Pain: Every Surgeon's Responsibility  
American College of Surgeons Spring Meeting  
Hollywood, Florida

Opioid Pharmacology  
Anesthesia Residents  
Hartford Hospital

Pain Management  
Psychiatric Consult Liaison Service  
Hartford Hospital

2004

Pain Management  
Medical Residents Education Day  
Hartford Hospital

Pain Management  
Grand Rounds

Waterbury Hospital

Continuity in Pain Management  
Connecticare  
Farmington, CT

Heparin Induced Thrombocytopenia  
Anesthesiologist, John Dempsey Hospital

2003-2004 Monthly Noon Conferences  
Medical Residents

Intractable Nausea and Vomiting  
Emergency Department  
Mid-Level Practitioners

2002 EPEC Series Lecture  
Hartford Hospital  
Pain Control

Pain Management for Sickle Cell Patients  
Yale New Haven Hospital

Pain Management  
MacIntyre Symposium  
Mid-State Medical Center

Post-OP Pain Management  
Surgery Residents  
Hartford Hospital

2001 Pain Management in the ED  
Hartford Hospital

Annual Ob-Gyn Pain Management Lecture  
Hartford Hospital

Neuropathic Pain-Community Physicians  
UConn Health Center

Pain Management in the Addicted Patient  
Charter Oak Health Center  
Hartford, CT

Pain Medication Pharmacology  
CT Hospital Association  
Wallingford, CT

Pain Management for Surgery Residents  
Hartford Hospital

Pain Management for Community Physicians  
St. Vincent Hospital  
Bridgeport, CT

Neuropathic Pain  
Bradley Memorial Hospital  
Southington, CT

Advances in Pain Control  
CT Oncology Association

Mystic, CT

2000

Neuropathic vs. Somatic Pain  
Manchester Hospital  
Manchester, CT

Management of Pain in the ED  
Hartford Hospital

Chronic Pain Management  
Old Lyme, CT

1999

Increasing the Ob-Gyn patient's satisfaction  
with pain management - Ob-Gyn Attending and  
Resident Staff, Hartford Hospital

Management of Pain  
St. Benedictine Hospital  
Kingston, NY

Pain Control – Resident Conference  
Mary Hitchcock Hospital  
Dartmouth, VT

Use of Opioids  
Newington VA Hospital

1998

Diabetic Neuropathy  
CT Podiatry Society  
Glastonbury, CT

Pain Management  
Kaiser Permanente, East Hartford, CT

1997

Medical Grand Rounds – Pain Management  
Middlesex Memorial Hospital  
Middlesex, CT

Pain Management, Hospice  
Grand Rounds, Bristol Hospital

Medical Resident  
Noon Conference-Pain Control  
Hartford Hospital

Pain Management, Hospice  
Grand Rounds, St. Raphael's Hospital

1996

Pain Management  
Noon Conference  
Hartford Hospital

Pain Control in the Oncology Patient  
Montifiore and Einstein Hospitals  
New York, NY

Advanced Pain Management  
New York State Hospice Association  
Albany, NY

New Therapies to Treat DVT  
CT Association of Physician Assistants  
Rocky Hill, CT

Using Oral Antiemetics to Prevent Chemotherapy Induced Emesis  
European Society of Medical Oncologists Annual Meeting  
Vienna, Austria

Pain Control  
Medical Residents Dinner Meeting  
Hartford Hospital

Treatment of DVT's with Low Molecular Weight Heparin  
Backus Hospital  
Norwich, CT

Cancer Pain Management  
Family Practice Physicians  
St. Francis Hospital

Cancer Pain Management  
Oncology Physicians  
John Dempsey Hospital

Cancer Pain Case Management  
VMMC Physicians & Nurses

Home Therapy for DVT Patients  
Physicians - Manchester Hospital  
Case Managers - Connecticare

1995 Pain Management - Noon Conference  
Hartford Hospital

Cancer Pain Management  
Rocky Hill VA Hospital

Cancer Pain Management  
Manchester Memorial Hospital

Cancer Pain Management  
RI Cancer Pain Initiative

1994 Kytril Advisory Board & Speakers Bureau

Pain Management in the Addicted Patient  
Silver Hill Hospital

Pain Management - Noon Conference  
Hartford Hospital

Invited participant "Power Speaking"  
Purdue-Frederick Speakers Bureau  
Dallas, TX

Pain Control in the Orthopedic Patient  
Hartford Hospital

Pain Management of Common Cancer Pain Syndromes  
Manchester Memorial Hospital

1993 - 2006 Speakers Bureau - Janssen



Bristol-Meyers-Squibb, Ortho-McNeil, Knoll,  
SmithKline-Glaxo

1993

Cancer Pain Management  
Grand Rounds, Mt Sinai Hospital  
Hartford, CT

Pain Management - Noon Conference  
Hartford Hospital

Invited participant, Seminar on Management of Pain in Sickle Cell Disease  
New England Regional Genetics Group  
Framingham, MA

1992

McLean Home - Hospice Care of the Cancer Patient

Pain Control in the Cancer Patient  
Veterans Memorial Medical Center

Pain Management - Noon Conference  
Hartford Hospital, Department of Medicine

1991

Phenytoin Therapeutic Drug Monitoring  
Hartford Hospital, Department of Clinical Chemistry

Pharmacology of Analgesics  
Hartford Hospital, Department of Psychiatry

Pain Management - Noon Conference  
Hartford Hospital, Department of Medicine

1990 - 1997

Lecturer - Ketorolac  
Speaker's Bureau - Roche Teleconference

Pain Management - Noon Conference  
Department of Medicine, Hartford Hospital

## **PHARMACISTS**

2011

National Alliance of State Prescription Monitoring Programs  
Clinical Utility of the CT Prescription Monitoring Program – St Louis, MO

2007

Electrolyte Imbalances – Training for Pharmacists  
Hartford Hospital

Pain Management - Training for Pharmacists  
Hartford Hospital

Developing and Managing a Pharmacist Pain Management Service  
National VHA meeting  
Denver, Colorado

Alvimopan for Post-Operative Ileus  
Baltimore Pharmacists Society  
Baltimore, Maryland

2006

Post-Operative Ileus – Program Moderator  
ASHP  
Anaheim, California

	CE Finale – Pain Management UConn School of Pharmacy
2005	Post Operative Ileus – Program Moderator American College of Clinical Pharmacy Annual Meeting San Francisco, CA
	Pain Management Annual CPA / CSHP New England Regional Meeting
2004	NSAIDs for Pain Control New Britain General Hospital
	Neuropathic Pain Management UConn School of Pharmacy
	Pain Management CT Pharmacist Association
2003-Present	Career Choices UConn School of Pharmacy
2002	Pain Management for Pharmacists Middlesex Hospital Middletown, CT
	CSHP-CPA Meeting Post-Op Pain Management Rocky Hill, CT
	Basic Pain Management Baystate Medical Center Springfield, MA
	Pain Management Fall River, MA
2001	Pain Management Module Pharmacists Core Program
	Pain Management for Pharmacists Fletcher-Allen Cancer Center Burlington, VT
	Anticoagulant Therapy with LMWH Hartford Hospital
2000	Pain Management for Pharmacists Yale-New Haven Hospital
	Pain Management for Pharmacists CPA/CSHP Annual Meeting
	Pain Control Vermont Society of hospital Pharmacists Essex, VT
1999	Enoxaparin for Treatment of DVT/PE Albany Society of Hospital Pharmacists

Low molecular Weight Heparins  
Apria Home Health Care  
Boston, MA

Pain Control Therapy  
Cape Cod Society of Pharmacists

Post-Operative Pain Management  
CT Society of APRN

1998

Pain Control in Elderly  
Sun Health  
Rocky Hill, CT

Pain Control in Oncology Patient  
NY Society of Community Pharmacists  
Hyde Park, NY

Chronic Non-Malignant Pain  
Waterbury Pharmacists Association

Use of low molecular weight heparins to treat PE/DVT  
Western Springfield Pharmacists Society

Pain Control in Elderly  
Sunscript Pharmacy  
Rocky Hill, CT

Cancer Pain Control  
Hudson Valley Pharmacist  
Hyde Park, NY

1997

Lorazepam Infusion for Alcohol  
Withdrawal, ASHP Midyear, Atlanta, GA

Pain Management for Consultant Pharmacists  
Royal Counties Society of Hospital Pharmacy  
Queens, NY

Low Molecular Weight Heparins, New York City  
Society of Hospital Pharmacists  
Brooklyn, NY

Low Molecular Weight Heparins  
Springfield Society of Hospital Pharmacists  
Springfield, MA

NSAID Induced GI Toxicity  
Schwartz Symposium  
Uconn School of Pharmacy

Low Molecular Weight Heparins  
Montifiore Hospital  
Bronx, NY

Pain Management for Community Pharmacists  
Enfield, CT and Framingham, MA

Pain Therapy for Consultant Pharmacists  
Berlin, CT

Pain Therapy for Community Pharmacists  
Holyoke, MA

Low Molecular Weight Heparins  
Elmhurst Hospital, Queens, NY

Pain Therapy for Community Pharmacists  
Farmington, CT

Management of Chronic Pain  
Harvard-Pilgrim Pharmacists  
Providence, RI

Pain Management for Community  
Pharmacists - Wegman's Pharmacies  
Rochester, NY

Management of Neuropathic Pain  
CT Society of Hospital Pharmacists  
Windsor Locks, CT

1996

Pharmacy Fellows Journal Club  
Pain Control  
Hartford Hospital

Pain Management  
Rhode Island Pharmacist Association  
Providence, RI

Antiemetic Therapy  
Hospital for Special Surgery  
New York, NY

Cost-benefit of "focused" rounding by a pharmacist in a medical ICU.  
ASHP Midyear Meeting Poster  
New Orleans, LA

Antiemetic Therapy: Clinical, Economic, and Quality of Life Considerations  
ASHP Midyear Meeting Presentation  
New Orleans, LA

Patient Case Management - Pain Control  
Univ. of CT School of Pharmacy

Antiemetics for Oncology Patients  
VHA Leadership Conference  
Philadelphia, PA

Pharmacists intervention in pain management  
CVS Pharmacists  
Portsmouth NH & Lewiston ME

Oral Granisetron as an Antiemetic  
ACCP Annual Meeting  
Memphis, Tenn.

Conversion from IV to Oral Granisetron  
Regional VHA meeting  
Pittsburgh, PA

Use of C.A.R.E. program to assess antiemetic efficacy  
ASHP Annual Meeting

San Diego, CA

Home Management of DVT  
Gaylord Hospital

1995

Pain Control in the Cancer Patient  
Massachusetts Society of Hospital Pharmacists

Tramadol Therapy  
Springfield Society of Hospital Pharmacists

Antiemetic Therapy with Oral Granisetron  
Farmington, CT

ACCP Midyear: Cost and Efficacy Based Program to Manage the Use of Granisetron and Ondansetron in Oncology Patients. Orlando, Fla.

1994

New Directions in Pharmacy Practice  
Newport, RI - Sponsored by Miles

Antiemetics for Chemotherapy Induced Nausea and Vomiting  
CT Society of Hospital Pharmacists

Improving Patient Comfort: Pain Management  
Buffalo & New York, NY  
New York State Council of Hospital Pharmacists

Migraine Management: The Pharmacist's Role  
Farmington & Mystic, CT

1993

Pain Management in Cancer Patient's Seminar by the Sea  
Newport, RI

Cancer Pain Management  
CT Pharmacist Association

Pharmaceutical Care:  
Pharmacy Pain Control Consultation  
CT Society of Hospital Pharmacists

1992

Therapeutic Drug Monitoring  
Theophylline and Phenytoin  
CT Society of Hospital Pharmacists

Pain Control in the Cancer Patient  
CT Society of Hospital Pharmacists

Pain Control in the Cancer Patient  
Rhode Island Society of Hospital Pharmacists

1991

Chronic Pain, Pharmacy Pain Control Service  
American College of Clinical Pharmacy 1st Annual Meeting (New England)

1990

After Hilton Head - The Challenges for Clinical Pharmacy  
ASHP Annual Meeting – Boston, MA

Sedation in the ICU Patient  
New England Council of Hospital Pharmacists Annual Spring Meeting

Pharmacy Intervention in the Treatment of Shock  
 CT Society of Hospital Pharmacists  
 Southbury, CT

Pain Control in the Oncology Patient  
 University of CT School of Pharmacy CE Program

## **NURSES**

- 2011 Management of Pain  
 Hartford Hospital Graduate Nurse Residency Program
- 2010 Methadone use in Oncology  
 Branford Hospice
- Pain Management in Oncology Patients  
 John Dempsey Hospital
- 2008 Pain in Elderly  
 Jefferson House & Wethersfield VNA
- 2006 Pain Management at the End of Life  
 CT VNA Hospice Panel Discussion
- Pain Management in the Skilled Nursing Facility  
 Rehab → Hospice  
 Jefferson House
- Methadone use as an Analgesic in the ECF  
 Ellis Manor, Hartford, CT
- Pain management in the VNA Patient  
 Bethel Health Care, Bethel, CT
- 2005 Pain Management for Outpatients  
 Hartford VNA
- 2004-2007 Pain Management  
 UConn School of Nursing, Post BS Nursing Program  
 Hartford Hospital
- 2004 Pain Management  
 Hartford VNA  
 Hospice Nurses
- Heparin Induced Thrombocytopenia  
 Critical Care Nurses  
 Hartford Hospital
- 2003 Advanced Pain Management  
 Waterbury Hospital and  
 Johnson Memorial Hospital
- 2003-2007 Introduction to Pain Management  
 New Nursing Hires  
 Hartford Hospital
- 2002 Diabetic Neuropathy  
 Meriden, CT
- Pain Management

Community Based APRN  
East Windsor, CT

Pain Management for Nurses  
CHA, Wallingford, CT

Pain Management and JCAHO Standards  
Jefferson House  
Newington, CT

2001                    Antiemetic Therapy for the Oncology Patient  
Manchester Memorial Hospital

Pain Management Therapy  
Nurse Re-entry Program  
Capital Community College  
Hartford, CT

Neuropathic Pain - OR Nurses  
Hartford Hospital

2001-2004            Pain Management Parts I & II  
Waterbury Hospital

2000                   Pain Management in Hospice  
Vernon Hospice/Johnson Memorial Hospital

Symptom Control  
Hartford Hospital Oncology Nurses

JCAHO Pain Standards  
Copley Hospital, VT

Post-Op Pain Control  
CT Society of Physician Assistants

1999                   Use of Adjuvants in Pain Management  
CT Cancer Pain Initiative

Management of Pain, Nausea, Vomiting  
Mid-State Medical Center

Management of Pain  
Newington & Rocky Hill VA

Treatment of DVT/PE  
Hartford Hospital – APRN's

Oncology Pain Management  
Rockville Hospice  
Rockville, CT

Antiemetic Therapy  
CT Society of Oncology Nurses

1998                   Cancer Pain Management  
Veterans Memorial Medical Center

Oral Antiemetic Therapy  
Carbone's, Hartford, CT

- Cancer Pain Management  
Training Program  
American Cancer Society
- Cancer Pain Control  
Mid-Fairfield Hospice  
Wilton, CT
- Pain Control  
Nursing Core Curriculum  
Hartford Hospital
- 1997 Oral Granisetron for Chemotherapy Induced Nausea and Vomiting.  
Manchester, CT
- Symptom Control in the Oncology Patient  
Cancer Program  
Hartford Hospital
- 1996 Pharmacotherapy in Pain Control  
CT Cancer Pain Initiative
- Pain Control in the Oncology Patient  
Hartford VNA  
Hartford, CT
- Home Pain Management for the Oncology Patient  
Wethersfield Visiting Nurses Assoc.
- Cancer Pain Management  
Oncology Nurses - Hartford Hospital
- 1995 Patient's Right to Pain Control  
CT Oncology Nursing Society
- 1994 Antiemetic Guidelines - Granisetron Therapy  
Hartford Hospital Oncology Nurses
- 1992 – 2000, 2006 Pain Control in the Cancer Patient  
Hartford Visiting Nurse Association - Annual Lecture
- Putting Pain Management to Work  
Interdisciplinary Panel  
Fifth Annual M. Patricia Bergin Nursing Conference
- 1991 Pain Management in the ICU  
Critical Care Interns  
Hartford Hospital
- Perinatal Substance Abuse  
Nursing Grand Rounds
- Pain Control in the Orthopedic Patient  
National Association of Orthopedic Nurses
- 1990 Intravenous Inotropic Drugs  
Flight Nurse Education Program

## PROFESSIONAL AFFILIATIONS

Rho Chi Pharmaceutical Honor Society



Connecticut Society of Hospital Pharmacists  
American College of Clinical Pharmacy  
International Association for the Study of Pain  
CT Cancer Pain Initiative - American Cancer Society

**PHARMACIST LICENSURE:** Connecticut (current 2013), number available on request.

**VOLUNTEERISM:**

American Cancer Society

South Windsor Soccer Club

**MEMBER PROFESSIONAL ORGANIZATION:**

CT Society of Hospital Pharmacists

American College of Clinical Pharmacy

International Association for the Study of Pain

**HOBBIES:**

Bicycling, Snowshoeing

**PUBLICATIONS**

1. Gannon RH. Sedation and paralysis in the ICU patient. CT Med. 1987; 51:795-97.
2. Gannon R, Platt D. Sympathomimetic agents in shock. Emerg Care Q. 3:10-17, 1987.
3. D'Angio R, Platt D, Gannon R. Creatinine clearance-corrected vs uncorrected. Drug Intell Clin Pharm. 1988; 22:32-33.
4. Finan T, Gannon R. A computer assisted drug utilization review (DUE) of cefuroxime usage. Abstract. ASHP Ann Mtg. 1987.
5. Gannon R, Labedzki D. Guidelines for administration of IV medications in adults. Booklet distributed at Hartford Hospital. 1988 - 1991.
6. Crisp CB, Gannon RG, Knauft FR. Midazolam used in the treatment of status epileptics. Clin Pharm. 1988; 7:322-324.
7. Agostinucci WA, Gannon RH, Schauer PK, Martin RA, Dinonno E. Metoclopramide used as an antiemetic in chemotherapy treatment. Clin Pharm. 1988; 7:454-57.
8. Agostinucci WA, Gannon RH, Schauer PK, et al. Continuous infusion of metoclopramide for prevention of chemotherapy induced emesis. Clin Pharm. 1986; 5:150-53.
9. Agostinucci W, Gannon R, Walters JK, et al. Continuous IV infusion of metoclopramide vs bolus dose metoclopramide in high dose cisplatin therapy. ASCO Proceedings. 5:250, 1986.
10. Gannon R. Nalbuphine. Drug Information Update. Hartford Hospital. 11(3):1-2, 1985.
11. Gannon R. Nalbuphine. Connecticut Medicine. 49:681-82, 1985.

12. Gannon R, Sullman S, Levy RM, Grober J. Suspected interaction between vidarabine and theophylline. *Ann Inter Med.* 101:148, 1984.
13. Gannon R. Drug administration in hepatic disease. *New Eng J Med.* 310:1332, 1984.
14. Gannon RH, Levy RM. Interference of third-generation cephalosporins with a theophylline HPLC assay. *Amer J Hosp Pharm.* 41:1185-86, 1984.
15. Gannon R, Pearsall W, Rowley R. Isoniazid, meperidine, and hypotension. *Ann Int Med.* 99:415, 1983.
16. Wright H, Snyder E, Gannon R. Crystalloid vs colloid therapy, drugs in patient care. *Pharmacy Bulletin Y-NHH.* July/August 1982.
17. Gannon R, Thorn DB. Total parenteral nutrition in cancer. *New Eng J Med.* 305:1590, 1981.
18. Gannon R, Phillips L. Interference of metronidazole with procainamide HPLC assay. *Amer J Hosp Pharm.* 39:1966-67, 1982.
19. Cardoni AA, Gannon RH, Stempien MJ, Petroni NC. Guidelines for agents used in treatment of poisonings. *CT Med.* 42:38-42, 1978.
20. Gannon RH. Snakes. *Poison Information Bulletin.* CT Poison Information Center. 2(4):1-6, 1977.
21. Gannon RH. Insect stings and spider bites. *Poison Information Bulletin.* CT Poison Information Center. 2(3):1-6, 1977.
22. Schauer PK, Agostinucci W, Gannon R, Schauer AR. Practical aspects of pain management in cancer patients. *CT Medicine.* 53:211-15, 1989.
23. Gannon R. Ketorolac. *Hospital Formulary.* 24:695-702, 1989.
24. Schneider DK, Gannon R, Sweeney K, Shore E. Theophylline and antiparasitic drug interactions. *Chest.* 97:84-87, 1990.
25. Gousse G, Platt D, Gannon R, et al. Developing staff into clinical practitioners. *Top Hosp Pharm Manage.* 9:50-57, 1990.
26. Gannon R. Narcotic Equivalent Guidelines CT Society of Hospital Pharmacists Newsletter. 21:4, 1990.
27. Gannon R. Midazolam infusion for myoclonic seizures. *Amer J Emerg Med.* 8:24, 1990. (letter)
28. Gannon RH, DeFusco PA. Ondansetron: An antiemetic with a unique mechanism of action. *Hospital Formulary.* 25:1209-17, 1990.
29. Schneider DK, Gannon RH, Sweeney KR, DeFusco PA. Influence of Sucralfate on Trilisate Bioavailability. *J Clin Pharm* 1991;31:377-79.
30. Gannon RH, Anderson ML. Fluconazole-Nortriptyline drug interaction. *Annals of Pharmacotherapy* 1992;26:1456-57.
31. Scanlon MB, Gannon R, Foster J. Creating a Health Care Team within Patient Centered Redesign. In: *Collaboration in health care: Hartford Hospital's Journey in Changing Management & Practice.* Stetler C, Chairns M, eds. Chicago: AHA Publications, 1995.
32. Wallace MJ, Gannon RH. Cost and efficacy evaluation of antiemetic guidelines including IV granisetron and oral ondansetron. *J Pharm Care Pain Sympt Control* 1996;4:345-346. (letter)
33. Davidson TG, Gannon R. Formulary Management Issues in Antiemetic Therapy. *Clinical Highlights in Pharmacy Practice News.* Oct/Nov 1996.
34. Wallace MJ, Gannon RH. Antiemetic Guidelines for Oncology patients using granisetron and ondansetron: An efficacy and cost analysis. Accepted for publication. *JPharm Care Pain Symp Control* 1996.

35. Gannon R, Mouser D. Experience with Oral Granisetron for the Prevention of Emesis in Moderate and Highly Emetogenic Chemotherapy. *Ann of Onco* 1996;7:Suppl 5:143.
36. APhA New Therapeutics Bulletin 2003, Neurontin, Richard Gannon. Advisory Board Chairperson
37. Saunders P, Gannon R. Principles of Pain Management: Agents Used for Somatic Pain. *CT Medicine* 2005;69;147-149.
38. Tully C, Gannon R Principles of Pain Management: Agents for Neuropathic Pain. *CT Medicine* 2005;69;335-338.
39. Gannon RH, Senagore AJ, Kraft MD. Improving the management of postoperative ileus: Impact on clinical and economic outcomes. *Am J Health-Syst Pharm.* 2007;64(Suppl 13):S1-20.
40. Gannon RH. Pain Management. In Browner BD, Jupiter JB, Levine AM, eds. *Skeletal Trauma*. 4<sup>th</sup> ed. Vol. 1. Philadelphia, PA: Saunders (Elsevier) 2009:253-258.
41. Bean H.K.Gannon RH.Treatment of Acute Pain in Opioid Tolerant Patients. *CT Medicine* 2010;74:143-148

## HONORS & AWARDS

- |      |   |
|------|---|
| 2013 | Employee of the Year Finalist – Hartford Hospital   |
| 2011 | UConn School of Pharmacy Distinguished Alumni Award – Innovative Practice<br>Hartford Hospital Dept. of Surgery “Supportive Team Award” - Palliative Medicine |
| 2009 | National Alliance of State Pharmacy Associations Innovative Pharmacy Practice Award   |
| 2006 | Paul G. Pierpaoli Award – CT Society of Health System Pharmacists<br>Certificate of Appreciation – UConn Orthopaedic Surgery Residents                        |
| 2004 | Distinguished Service Award - Hartford Hospital   |
| 1988 | Special One Time Award for “Excellence in Teaching Medical Housestaff”.<br>Presented by the graduating medical residents at Hartford Hospital.                |
| 1983 | January - Mutual Respect Employee of the Month<br>Yale - New Haven Hospital   |
| 1978 | Smith, Kline & French Clinical Pharmacy Award for Excellence in Clinical Pharmacy   |
| 1977 | UConn School of Pharmacy - Pharmaceutical Systems Prize<br>University of Connecticut  |

## FUNDED RESEARCH

Reglan as an antiemetic  
Heublein Oncology Fund - \$400

Drug interaction between acetaminophen and chloramphenicol  
McNeil Labs - \$1000  
HH Research Fund - \$700

Drug interaction between mebendazole, thiabendazole and theophylline  
HH Research Fund - \$8000

Drug interaction between carafate and trilisate  
Purdue-Frederick - \$11,000

Compatibility of intravenous theophylline and midazolam  
HH Research Fund - \$2,500

## Dean F. Marino

16 Craig Place, West Hartford, CT 06110, (860)586-8630 (home), (860)690-5002 (cell)  
e-mail: dean.marino@sbcglobal.net

# Question E2

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### Professional Profile

Detailed and results oriented professional with more than twenty (20) years of progressively responsible experience in security management and law enforcement. Security professional focused on providing optimal security services, developing & implementing security initiatives to provide safe & secure environment, CCTV & access control management, project management and supervision of employees. Extensive training developing and implementing security programs and strategies consistent with national standards. Professional reputation with a strong work ethic and exceptional customer service skills. Able to work independently and cohesively as a "Team" to accomplish goals of the organization. Certified CT Security Guard Card, Emergency Medical Responder and CPR.

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### Education

August 2006 Saint Joseph College, West Hartford, CT  
*Master of Science Degree- Management*

1. Participated and coordinated numerous disaster drill exercises.
2. Homeland Security Protection, Prevention, Response & Recovery training.
3. Completed Basic Physical Security Assessment Program.
4. Certificate of completion in the National Incident Management System (NIMS).
5. Crime Prevention Through Environmental Design Techniques training.

August 1987 Western Connecticut State University, Ancell School of Business, Danbury, CT  
*Bachelor of Science Degree- Justice & Law Administration*

May 1985 Manchester Community College, Manchester, CT  
*Associate Degree-Law Enforcement*

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### Career Accomplishments

- Developed Standard Operating Procedural manual for procedures that included; traffic control, guarding & patrolling property, training manual for new employees, investigation of incidents, emergency procedures, violation of company policy, use of force issues, criminal acts and response to critical incidents.
- Developed & implemented procedures to manage large scale events and various activities.
- Experience conducting security vulnerability threat assessments & implement strategies to safeguard assets.
- Designed & oversaw security office renovations project enhancing image and security system efficiency.
- Experience developing security awareness training programs and provide training for employees.
- Assisted federal, state, local agencies with complex investigations.
- Revitalized morale of support services staff, improved client/citizen satisfaction, optimized overall organizational efficiencies, streamlined policies & procedures developing training guides of complex laws.
- Built strong partnerships between the community and various governmental agencies to achieve public safety.

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### Professional Experience

Adjunct Instructor Undergraduate Class at Mitchell College-New London, CT (January 2008 to current):

- Developed Private Security Management class to include; homeland security topics, terrorism & counter security measures, private security management and Prevention/Protection/Response/Recovery of disasters.

Adjunct Instructor Graduate Class at Saint Joseph College- West Hartford, CT (August 2009 to current):

- Introduction to homeland security, understanding terrorism, emergency response to critical incidents, asset protection, weapons of mass destruction, critical infrastructure protection and business continuity.

Adjunct Instructor- Lincoln College- Southington & Hartford Branch, CT (September 2011 to current):

- Introduction to Corrections, Seminar In Criminal Justice and Effective Speaking.

## Professional Experience

## Question E2

### Public Safety Professional-Police Sergeant, Department of Public Safety, Connecticut State Police (1988 to 2007):

20 years Law Enforcement, thirteen (13) years experience as a Police Sergeant responsible for the performance of personnel (police officers, dispatchers & clerical staff) pursuant to department policy, managing the day-to-day police service function, supervising various investigations, coordinating special operations, manage dispatch center phones/access control/security cameras, emergency disaster planning/recovery, medical & fire emergency response and coordinating services throughout the community as well as federal/state/local/regulatory agencies.

- Supervised and prepared staff for effective resolution of critical incidents & day-to-day duties.
- Developed and implemented policies to effectively manage the organization and achieve goals.
- Training and Development Coordinator responsible for training staff and the community.
- Screen, hire and train applicants for full time transition to successful employment.
- Conducted internal investigations of suspected employee misconduct and took appropriate action.
- Participated in administrative team meetings to evaluate and review program issues and services.

### Connecticut License Private Investigator (Owner- License #A2411) (October 2007 to current):

- Work independently conducting field & desk top investigations (fraud investigations, loss prevention, criminal & non criminal, due diligence & background checks, locate individuals, conduct interviews, surveillance) excellent report writing, internet skills and organizational skills.
- Prepare documents for legal proceedings.
- Edit video for legal proceedings, able to operate surveillance equipment, cameras, computers, etc...

### Security Manager- Colt Security LLC, Colt Defense/Manufacturing West Hartford, CT (Sept 2008 to Oct 2010):

- Responsible for the overall security/safety of the Colt World Headquarters Facility.
- Responsible for security camera system operations, access control, system upgrades and special projects.
- Develop & implement Standard Operating Procedures (SOP) for security department personnel.
- Screen, hire and train applicants for security guard force & direct overall efforts of security guard force.
- Conduct security force training in emergency procedures, community relations, use of force topics, safety & security issues, government regulations, facility fire system response and various company policies.
- Conduct internal investigations of suspected misconduct & serious incidents.
- Coordinate emergency response of security personnel for medical, fire and various emergency calls.
- Responsible for operating budget.

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### Specific Skills Area

- |                              |                                  |                                  |
|------------------------------|----------------------------------|----------------------------------|
| • Security Management        | • Policy Procedure Development   | • Operating Budget Experience    |
| • Access Control Management  | • Planning & Management          | • Customer Relations             |
| • Key & Lock Accountability  | • Effective Communication        | • Business Continuity Management |
| • CCTV & Security Systems    | • Staffing, Training & Retention | • Legal Issues                   |
| • Personnel Management       | • Crisis Communication           | • Emergency/Disaster Planning    |
| • Team Building & Leadership | • Regulatory Compliance          | • Asset Protection               |

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### Awards & Recognition

- 2007- Sigma Beta Delta Honoree for scholastic achievement.
- 2007 thru 1988- Received numerous superior performance reviews throughout my career for dedicated, professional and outstanding police work.
- 2006- Meritorious Service Award for dedication and commitment to charity and promotion of cooperation between co-workers.
- 2002- Commemorative mementos and award from the Transportation Security Administration, in appreciation for the hard work and long hours put in to fortify our Nation's Civil Aviation Security Infrastructure during the tragic events of 9-1-1.
- 2002- New England Narcotics Enforcement Association award.
- 1997- Life Saving Award.

## Dr. John Pierce

### EDUCATION

#### University of California at Riverside

Degree: Ph.D., December 1986  
Major: Chemistry  
Specialization: Analytical Chemistry

#### University of California at Riverside

Degree: B.S. *cum laude*, June 1980  
Major: Biochemistry and Chemistry  
Minor: Biology

### PROFESSIONAL EXPERIENCE

#### Consultant

February 2001 to present

Directing development of products derived from botanical sources. The extraction methodologies include Supercritical CO<sub>2</sub> processing coupled with conventional extraction techniques that afford materials of unique Intellectual Property (IP) for purposes of proprietary patentable products.

#### President—Herbal Company

June 1998 to Present

President of an herbal products company specializing in vanilla, sandalwood, kava and other Pacific Island botanicals, as well as in providing training services in quality assurance and quality control in the pharmaceutical laboratory. These training services build on eighteen years experience in the research and development of analytical chemical techniques (e.g., FT-IR and FT-NMR, as well as other methods such as M S, AA, UV/VIS, GC, HPLC, column chromatography, and protein isolation/characterization), and their application to the identification/isolation of biomolecules for medicinal purposes and environmental monitoring.

#### Consultant—Analytical Methods for Medicinal Herbs and Plants

January 1996 to June 1998

Advise, coordinate, and supervise the implementation of laboratory instrumentation and procedures for the analysis of medicinal plants and herbs. Relevant conferences attended include: Annual National Nutritional Food Association Annual Meeting and Trade Show in Las Vegas, NV; Annual Natural Foods Expo West in Anaheim, CA; 1997 Medicinal Plants of the Americas Conference in Panama City, Panama; 1996 American Chemical Society Annual Meeting (Session on Plant Medicinals) in Orlando, FL.

#### Assistant Professor—Loma Linda University, School of Public Health

September 1993 to June 1995.

Organized and taught graduate courses on Urban Air Pollution and its Health Effects, and Techniques of Environmental Sampling and Analysis. Integrated computer system and Internet access into the curriculum and coordinated the development of the School of Public Health Web Page on the Internet. Director of a research program focused on ambient air pollution monitoring biogenic emissions of volatile organic compounds (VOC).

#### Postgraduate Research Fellow—UCR, Statewide Air Pollution Research Center (SAPRC)

May 1990 to May 1993.

Directed, supervised, and managed an experimental project that included one postdoctoral fellow, one technician, and various undergraduates in collaboration with computer airshed modeling efforts at SAPRC. A variety of VOCs in controlled environmental chamber experiments were studied while under contract to US-EPA, Coordinating Research Council, Chemical Manufacturers Association, and Dow Chemical.

**Postdoctoral Research Fellow—University of Zürich, Switzerland, Institute for Plant Biology**

May 1987 to November 1989.

Led investigation on determining the structure and function of the melanin pigment in the fungus *Agaricus bisporus* using FT-IR and solid state FT-NMR spectroscopies.

**PUBLICATIONS AND PRESENTATIONS**

Author or co-author of 11 papers and reports on subjects including Fourier-Transform Infrared Spectroscopy (FT-IR) and Fourier-Transform Nuclear Magnetic Spectroscopy (FT-NMR), and their application (along with other analytical and chemical methods such as MS, AA, UV/VIS, GC, HPLC, column chromatography, and protein isolation/characterization) to the identification/isolation of biomolecules. Presenter of 7 talks (invited speaker at 4th International Mycological Conference in Regensburg, Germany) on these subjects at international technical conferences.

**INVENTOR ON ISSUED US PATENTS**

Inventor of 7 issued US Patents:

US Patent 7,279,184	Methods and compositions comprising Ilex
US Patent 7,105,185	Kavalactone profile
US Patent 7,037,524	Oral delivery of a botanical
US Patent 7,001,620	Kavalactone product
US Patent 6,601,527	Method of cultivating piper methysticum plants
US Patent 7,291,352	Methods and compositions for oral delivery of Areca and mate' or theobromine

**PROFESSIONAL ORGANIZATIONS**

American Chemical Society

**LEGAL CASES**

1998 Product Non-Compliance --Kava Extract  
2004 Patent Infringement --Magnolia Bark Extract  
2006 Product Adulteration --- Botanical Extracts

**LANGUAGES SPOKEN**

German, French, Italian, Spanish

**GENERAL**

Dr. Pierce received his Ph.D. in Analytical Chemistry in 1986, and has held numerous positions in research and college level instruction specializing in laboratory practices, environmental health, quality assurance and control programs (i.e. record keeping, measuring with proper equipment, calibration of equipment, standard operating procedures, good laboratory practices, etc. are all integral components of the quality assurance and control program), and botanical intellectual property development. In his current capacity as a consultant and scientist, he currently develops innovative strategies including supercritical CO<sub>2</sub> processing coupled with other conventional extraction techniques, in a more sophisticated fashion, that affords materials of pharmaceutical grade quality suitable for specific dosage forms in a variety of presentations ranging from topical applications to tinctures and baked goods, to name a few. Dr. Pierce is the inventor of seven issued patents in the United States where the strategies aforementioned have been reduced to practice. He also has formerly owned a laboratory analysis business specializing in the analysis of herbal and botanical preparations and products. As such, Dr. Pierce is well-equipped to prepare marijuana extractives and alternative dosage forms, to implement proper quality control processes, and to such techniques to capable individuals who will be the full time employees of Prime Wellness.



**JOHN P. GLOWIK, Jr.**  
44 Independence Lane  
Shrewsbury, MA 01545  
jg1973hc@aol.com  
508-925-5676

## **EMPLOYMENT HISTORY**

**Thirty-nine years of health care experience (1973-2012)**

**Local, experienced health care provider, owner and operator of dialysis outpatient centers in MA (Springfield & Greenfield), NH (Keene), CT (Hartford, Enfield, Middletown, Rocky Hill), NY (Albany-2, Amsterdam, Schenectady, Selden, Bellmore, Hempstead, Rochester)**

**Reviewed and approved by Department of Health in 4 states to own or operate with Certificate of Need/Determination of Need certificates - MA, CT, NH, NY Fully accredited and no citations with inspections from the Departments of Health in the 4 states.**

**Owner and Operator of 15 Dialysis facilities (1989-2012)**

Owner and operator of 15 dialysis facilities based in MA (Springfield & Greenfield), NH (Keene), CT (Hartford, Enfield, Middletown, Rocky Hill), NY (Albany-2, Amsterdam, Schenectady, Selden, Bellmore, Hempstead, Rochester)

**Prime Medical Inc. (1988 -1997)**

President & Co-Founder/Owner

MA based medical supply company covered New England, NY, NJ

**Prime Water (1992-1997)**

Co-Founder/Owner

MA based water purification/delivery systems for medical facilities

**NutraCare Inc. (1990-1994)**

Co-Founder/Owner, Vice President

GA based parental nutrition company serving patients in dialysis centers and at home.

**Sales Specialist/Regional Manager (1973-1988)**

Pharmaceutical & Medical sales to hospitals, physicians, outpatient medical facilities in the greater Northeast states.

## **BOARDS AND CIVIC ENGAGEMENT**

Served on numerous community boards; Worcester Academy, Worcester MA Board of Trustees (3 terms), Holy Cross GAA Board, Holy Cross College Advisory Board to the Trustees since 2007, Worcester, MA, Paxton Recreation Commission Chairman, Paxton,MA, Paxton Youth Sports, President, Paxton Little League, Treasurer, Sacred Heart Basketball League Board, Worcester,MA.

## **EDUCATION**

Holy Cross College, Worcester MA (1969 – 1973); B.A. Economics & History ( Double Major )

## THOMAS J. NICHOLAS

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379 QUARRY BROOK DRIVE  
SOUTH WINDSOR, CT 06074  
860.644.9440 - 860.558.4935  
T.J.NICHOLAS@ATT.NET

### EDUCATION

Diploma in Professional Registered Nursing  
Ellis Hospital School of Nursing  
Schenectady, New York  
Graduated with Honors, 1977

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### PROFESSIONAL PROFILE

#### SUSTAINABLE PRODUCTS, INC. 2003 – PRESENT

- Industrial Products Sales, Marketing and Distribution Company.
- Represented a Connecticut company's environmentally friendly product line of industrial lubricants and machining fluids to the machining and fabricating industry in the northeast.
- Represented a Capital Equipment Manufacturer in the machined parts finishing area.

#### EASTVIEW DIALYSIS CENTER, INC. 1997 – 2011

#### EASTVIEW DIALYSIS PROPERTIES, INC. 1997 – PRESENT

- President and CEO of an out-patient dialysis facility operating business and properties management business both located at 120 Victor Heights Parkway, Victor, NY. 14564. I was a founding shareholder and participated as CEO in the day to day management of both companies.
- Eastview Dialysis Center provided out-patient dialysis treatments to @120 chronic renal failure patients and was licensed in all treatment modalities. The operations were carried out in an 8,600 sq. ft. building built expressly to serve the needs of the dialysis patients.
- The operating company was responsible for all operations and billing in excess of \$3M to Medicare and Medicaid for patient services on an annual basis. My involvement in Eastview Dialysis Inc. terminated when the company was sold to Fresenius Medical Care in 2011. I'm currently the President and CEO of Eastview Dialysis Properties, Inc. (EDPI). EDPI is currently negotiating on a Purchase and Sales agreement on the property which should close by mid November 2013.

#### PRIME MEDICAL, INC. 1990 – 1997

- As co-founder and fifty percent owner, operated a successful and well respected medical products sales and distribution company concentrating on dialysis products.
- Developed a medical water purification company called Prime Water. Prime Water engineered, designed, installed and serviced medical grade water purification systems for dialysis units and medical facilities in the eastern United States.
- My involvement in Prime Medical, Inc. terminated when the company was sold to Fresenius Medical Care in 1997.

THOMAS J. NICHOLAS (CONT.)

## CONNECTICUT BASED DIALYSIS FACILITIES – 1991 – 2001

- As President and CEO of five Connecticut based dialysis facilities (Enfield Dialysis, East Hartford Dialysis, Central CT Dialysis, Rocky Hill Dialysis and Middlesex Dialysis), I was responsible for operations and day to day management. Our facilities treated in excess of 450 patients on a three time per week basis. Each facility billed between two and four million dollars in annual patient services to Medicare under the ESRD program, Medicaid and private insurers on an annual basis.
- Partner and board member in Connecticut businesses as well as ESRD facilities and related businesses in Massachusetts, New Hampshire and New York (12 total). **Please see attached facilities list with specifics.**
- **NO LICENSED MEDICAL FACILITY OR ANY BUSINESS WHERE I HAD CONTROL HAS EVER BEEN ALLEGED OR FOUND TO HAVE VIOLATED ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS DURING THE TIME PERIOD WHEN I WAS ASSOCIATED.**

## NATIONAL MEDICAL CARE, INC. – 1981 – 1990

- Northeast Area Manager responsible for sales and marketing of manufactured dialysis disposable products and systems to dialysis facilities in New York, New Jersey and New England.
- National Dialysis Sales Specialist Salesman of the year twice and Regional Salesman of the year four times.

## PROFESSIONAL NURSING

- Worked as an R.N./Orthopedic technician and Operating Room assistant in an Orthopedic Practice (Paulsen and Albano, PC) in Schenectady, N.Y. in 1977.
- Worked as an Operating Room Nurse at the Hermann Hospital in Houston, Texas in 1978-1979.
- Worked as an Operating Room Nurse at Hartford Hospital in Hartford, CT in 1980.

## PROFESSIONAL SKILLS AND BUSINESS ACCOMPLISHMENTS

My medical training and background has allowed me to be very successful during my adult working life. Moreover, the fact that I was trained as a Registered Nurse and have worked in both hospital and private medical businesses has given me a real appreciation and understanding of how to access and attend to the needs of clients and patients alike. We formed a number of dialysis operating businesses with physicians as partners (being mindful of Stark and safe harbors laws).

As President and CEO of six individual dialysis companies in two states, I participated in all aspects of the business from formation to site location and development to regulatory application and day to day operation. I was agent of service for all six companies. I was personally vetted by both state health departments in the states where we operated and the federal government as a billing agency to Medicare and Medicaid.

QUESTION E. 4.

November 15, 2013

Department of Consumer Protection  
Drug Control Division  
Medical Marijuana Program  
RFA #2013-1093772  
165 Capitol Ave, Room 145  
Hartford, CT 06106

Dear Committee Members:

As part of its application for a Dispensary Facility license from the Department of Consumer Protection, Prime Wellness of Connecticut, LLC hereby states that it does not have and is not submitting with its application any **Compensation Agreements**.

Please let me know if you have any questions.

Thank you for your consideration.

Sincerely,



Thomas Nicholas  
CEO  
Prime Wellness of Connecticut

QUESTION E. 5.

November 15, 2013

Department of Consumer Protection  
Drug Control Division  
Medical Marijuana Program  
RFA #2013-1093772  
165 Capitol Ave, Room 145  
Hartford, CT 06106

Dear Committee Members:

As part of its application for a Dispensary Facility license from the Department of Consumer Protection, Prime Wellness of Connecticut, LLC hereby states that it does not have and is not submitting with its application any **Terms of Outstanding Bonds, Loans, Mortgages, Pledges, Notes, etc.**

Please let me know if you have any questions.

Thank you for your consideration.

Sincerely,



Thomas Nicholas  
CEO  
Prime Wellness of Connecticut

QUESTION E.6.

**PRIME WELLNESS OF CONNECTICUT, LLC**

**(A DEVELOPMENT STAGE COMPANY)**

**FINANCIAL STATEMENTS**

**OCTOBER 31, 2013**

# O'CONNOR, MALONEY & COMPANY, P.C.

*Certified Public Accountants*

446 MAIN STREET, WORCESTER, MASSACHUSETTS 01608-2370

Telephone 508/757-6391 Facsimile 508/797-9307

## INDEPENDENT AUDITOR'S REPORT

November 8, 2013

The Board of Directors  
Home Staff, LLC

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Prime Wellness of Connecticut, LLC (a development stage company), which comprise the balance sheet as of October 31, 2013, and the related statements of income and members equity, and cash flows for the period July 31, 2013 (inception) through October 31, 2013, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Prime Wellness of Connecticut, LLC as of October 31, 2013, and the results of its development stage activities and its cash flows for the period July 31, 2013 through October 31, 2013, in accordance with accounting principles generally accepted in the United States of America.

*O'Connor, Maloney and Company*

Certified Public Accountants



**PRIME WELLNESS OF CONNECTICUT, LLC**  
**(A DEVELOPMENT STAGE COMPANY)**  
**BALANCE SHEET**  
**OCTOBER 31, 2013**

**ASSETS**

**Current**

Cash	110,000
Prepaid Expenses	<u>24,185</u>

<b>Total Assets</b>	<b><u><u>134,185</u></u></b>
---------------------	------------------------------

**LIABILITIES AND MEMBERS EQUITY**

**Current**

Due to Member	25,510
---------------	--------

<b>Members Equity</b>	<b><u>108,675</u></b>
-----------------------	-----------------------

<b>Total Liabilities and Members Equity</b>	<b><u><u>134,185</u></u></b>
---	------------------------------

See accompanying notes to financial statements.

**PRIME WELLNESS OF CONNECTICUT, LLC**  
**(A DEVELOPMENT STAGE COMPANY)**  
**STATEMENT OF INCOME AND MEMBERS EQUITY**  
**FOR THE PERIOD JULY 31, 2013 (INCEPTION) THROUGH OCTOBER 31, 2013**

<b>Revenue</b>	-
<b>General and Administrative Expenses</b>	
Meals and Entertainment	1,015
Filing Fees	230
Travel	63
Office Supplies and Expense	17
	<hr/>
Total	1,325
	<hr/>
<b>Net Loss</b>	(1,325)
<b>Members Equity, Beginning</b>	-
<b>Members Capital Contributions</b>	110,000
	<hr/>
<b>Members Equity, Ending</b>	108,675
	<hr/> <hr/>

See accompanying notes to financial statements.

**PRIME WELLNESS OF CONNECTICUT, LLC**  
**(A DEVELOPMENT STAGE COMPANY)**  
**STATEMENT OF CASH FLOWS**  
**FOR THE PERIOD JULY 31, 2013 (INCEPTION) THROUGH OCTOBER 31, 2013**

**INCREASE (DECREASE) IN CASH**

**Cash Flows from Operating Activities**

Net Loss	<u>(1,325)</u>
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by Operating Activities:	
Increase in Prepaid Expenses	(24,185)
Increase in Due to Member	<u>25,510</u>
Total Adjustments	<u>1,325</u>
Net Cash Provided by Operating Activities	-

**Cash Flows from Financing Activities**

Members Capital Contributions	<u>110,000</u>
<b>Net Increase in Cash</b>	110,000
<b>Cash, Beginning</b>	<u>-</u>
<b>Cash, Ending</b>	<u><u>110,000</u></u>

See accompanying notes to financial statements.

**PRIME WELLNESS OF CONNECTICUT, LLC**  
**(A DEVELOPMENT STAGE COMPANY)**  
**NOTES TO FINANCIAL STATEMENTS**  
**OCTOBER 31, 2013**

**Note 1. Summary of Significant Accounting Policies**

Prime Wellness of Connecticut, LLC (the Company), was organized as a Connecticut Limited Liability Company. It has been in the development stage since its formation on July 31, 2013. The Company intends to operate medical marijuana dispensaries in the state of Connecticut. Activities during the period have principally been establishing operating facilities, retaining security and architectural consultants, obtaining capital investments, acquiring required licensing and other start up activities.

Management uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets, liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

No provision for federal or state income taxes has been made in the accompanying financial statements as income taxes are the obligation of the members. Management does not believe the Company's financial statements include any uncertain tax positions. Generally, the Company's tax returns subject to examination for a period of three years.

**Note 2. Commitment**

At October 31, 2013, the Company is committed by contract for security consulting services totaling \$14,185.

**Note 3. Date Through Which Subsequent Events Have Been Evaluated**

The Corporation has evaluated all material subsequent events from the end of the fiscal year through November 8, 2013, the date the financial statements were available to be issued.

QUESTION E. 7.

November 15, 2013

Department of Consumer Protection  
Drug Control Division  
Medical Marijuana Program  
RFA #2013-1093772  
165 Capitol Ave, Room 145  
Hartford, CT 06106

Dear Committee Members:

As part of its application for a Dispensary Facility license from the Department of Consumer Protection, Prime Wellness of Connecticut, LLC hereby states that it does not have and is not submitting with its application any **Tax Returns of the Applicant**. The applicant has not prepared a tax return because it has been registered for less than one year and has not yet been required to file a return.

Please let me know if you have any questions.

Thank you for your consideration.

Sincerely,



Thomas Nicholas  
CEO  
Prime Wellness of Connecticut



**State of Connecticut**  
**HOUSE OF REPRESENTATIVES**  
STATE CAPITOL  
HARTFORD, CONNECTICUT 06106-1591

**REPRESENTATIVE TIMOTHY D. LARSON**  
ELEVENTH ASSEMBLY DISTRICT

LEGISLATIVE OFFICE BUILDING, ROOM 4027  
HARTFORD, CT 06106-1591

CAPITOL: 860-240-8585  
TOLL FREE: 800-842-8267  
FAX: 860-240-0206

E-MAIL: Timothy.Larson@cga.ct.gov

**ASSISTANT MAJORITY LEADER**

**MEMBER**

BANKS COMMITTEE  
FINANCE, REVENUE AND BONDING COMMITTEE  
TRANSPORTATION COMMITTEE

October 8, 2013

Mr. Thomas J. Nicholas, President  
Prime Wellness of Connecticut, LLC  
379 Quarry Brook Drive  
South Windsor, CT 06074

Dear Tom,

I'm writing this letter of support for your company's application to Connecticut's Medical Marijuana Program. Based on what I know of your groups' background, I feel that Prime Wellness of Connecticut would provide the patients of our state the type of professional, compassionate and expert care they deserve.

As a constituent of mine who previously operated out-patient dialysis facilities in East Hartford and four other Connecticut locations during the 1990's, I can't imagine a better steward of this new medical modality.

Best of luck in your quest for licensure and please keep me apprised of your progress.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy D. Larson".

Timothy Larson



**State of Connecticut**

**HOUSE OF REPRESENTATIVES**  
STATE CAPITOL  
HARTFORD, CONNECTICUT 06106-1591

**REPRESENTATIVE BILL AMAN**  
FOURTEENTH ASSEMBLY DISTRICT

LEGISLATIVE OFFICE BUILDING, ROOM 4200  
300 CAPITOL AVENUE  
HARTFORD, CT 06106-1591

HOME: (860) 528-3564  
CAPITOL: (860) 240-8700  
Bill.Aman@cga.ct.gov

**ASSISTANT LEADER**

**RANKING MEMBER**  
PLANNING AND DEVELOPMENT COMMITTEE

**MEMBER**  
FINANCE, REVENUE AND BONDING COMMITTEE  
GENERAL LAW COMMITTEE

October 10, 2013

Commissioner William M. Rubenstein  
Department of Consumer Protection  
165 Capitol Avenue, Room 103  
Hartford, CT 06106

Dear Commissioner Rubenstein,

I was contacted by Tom Nicholas, President of Prime Wellness of Connecticut and a resident of South Windsor, regarding their submission of applications for a medical marijuana grow facility and dispensaries in South Windsor. I write to share my knowledge in relation to the South Windsor sites in question.

Route 5 is a non-residential area with buildings, along the expanse sought for development, conducive for use as a growing facility. It is my understanding that current P&Z regulations would classify a growing facility as a permitted use, and that the proposed facility would only need a normal site plan review by the Planning and Zoning Commission.

Understanding that there is an extensive process ahead, I ask that you give Prime Wellness every consideration when reviewing their application with knowledge that they have already contacted the Town of South Windsor and are willing to work with the Town towards mutual benefit for all involved.

Sincerely,

Bill Aman  
State Representative  
14<sup>th</sup> District

SENATOR GARY D. LEBEAU  
*Third District*

State Capitol, Room 110  
Hartford, Connecticut 06106-1591

Tel. (860) 240-0511  
www.SenatorLeBeau.ct.gov



State of Connecticut  
SENATE

DEPUTY PRESIDENT PRO TEMPORE

*Chair*

Commerce Committee  
Transportation Bonding Subcommittee

*Vice Chair*

Energy & Technology Committee  
Finance, Revenue & Bonding Committee

*Member*

Legislative Management Committee

November 1, 2013

Mr. Thomas J. Nicholas, President  
Prime Wellness of Connecticut, LLC  
379 Quarry Brook Drive  
South Windsor, CT 06074

Dear Tom,

I'm writing this letter of support for your company's application to Connecticut's Medical Marijuana Program. Based on what I know of your groups' background, I feel that Prime Wellness of Connecticut would provide the patients of our state the type of professional, compassionate and expert care they deserve.

As a constituent of mine who was previously licensed by the DOH to operate out-patient dialysis facilities in Connecticut during the 1990's, I can't imagine a better steward of this new medical modality. When licensed, your company will bring economic benefit to the residents of my district by creating between 30 and 40 new full time jobs within the first year of operation.

Best of luck in your quest for licensure and please keep me apprised of your progress.

Sincerely,

Gary D. LeBeau  
State Senator, 3<sup>rd</sup> District



# Question E2

## Brett N. Sicklick

1035 S. Josephine St.  
Denver, CO 80209  
860-573-0973  
bsicklick@gmail.com

### OBJECTIVE

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I am currently seeking a high-level management position within a developing Medical Cannabis company. My experiences and diverse job titles within the industry will allow me to become a valuable asset for your company.

### WORK EXPERIENCE

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**Guaranteed Harvest LLC/ The Herbal Cure LLC**, Denver, Colorado 07/2012 - Present

*Cultivation Warehouse Manager*

- Responsible for overseeing all phases of plant growth from seedlings to harvested plants in 5,000 sq. ft. warehouse
- Developed specific nutrient/feeding regiment for all Cannabis plants within the warehouse
- Created warehouse procedures and guidelines for Guaranteed Harvest LLC
- Increased production yield by 50% since starting with the company
- Coordinating with the MMED regarding manifestations to transfer product from production facility to retail dispensary and MIP facilities
- Established and maintained seed-to-sale tracking software for production facility (MJ Freeway)
- Inventory management
- Training of new employees

**Beyond Broadway LLC (Currently LivWell)**, Denver, Colorado 03/2010 - 06/2012

*Operations Manager*

- Managed multiple dispensary retail locations in Denver and surrounding areas
- Developed and managed the companies wholesale division which was responsible for distributing excess forms of medicine (i.e. Cannabis flowers and concentrates) to hundreds of dispensaries around the state
- Aided in developing close relationships with hundreds of dispensaries within Colorado
- Assisted in the procurement of two new successful retail locations and helped raise daily sales by 100% at each location
- Responsible for developing advertisement and promotion campaigns for all retail locations

**Self Employed**, Denver, Colorado 11/2009 - 03/2010

*Cannabis Wholesaler/Broker*

- Responsible for providing many dispensaries with large quantities of high-quality wholesale Cannabis flowers, edibles, and concentrates
- Sold roughly \$1,000,000+ of wholesale Cannabis and concentrates to hundreds of dispensaries within Colorado
- Developed relationships with many of the premier cultivators around the state and ultimately became the exclusive broker for excess medicine to be wholesaled

# Question E2

11/2009 - 02/2010

**Patient's Guide Colorado**, Denver, Denver  
*Advertising Sales Manager/Content Manager*

- Co-Created Patient's Guide to Colorado. A Cannabis related magazine which helped patients find dispensaries around the Denver/Boulder area
- Maintained 25-30 regular dispensary/industry advertisers
- Developed much of the magazines content including strain reviews, informational articles, and interviews

## **EDUCATION**

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**University of Tampa** Tampa, Florida  
Bachelors in Communications, GPA: 3.2

2003 - 2007

## **SKILLS**

---

- Proficient in all areas surrounding the Cannabis plant and the Medical Cannabis industry
- Vast knowledge of Cannabis genetics and their medical effects
- Strong social skills that have allowed for the creation and maintaining of close relationships with hundreds of individuals and businesses around Colorado
- Skilled in using the House and Garden Nutrient line, as well as various growing additives and mediums

## Dean F. Marino

16 Craig Place, West Hartford, CT 06110, (860)586-8630 (home), (860)690-5002 (cell)  
e-mail: dean.marino@sbcglobal.net

# Question E2

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### Professional Profile

Detailed and results oriented professional with more than twenty (20) years of progressively responsible experience in security management and law enforcement. Security professional focused on providing optimal security services, developing & implementing security initiatives to provide safe & secure environment, CCTV & access control management, project management and supervision of employees. Extensive training developing and implementing security programs and strategies consistent with national standards. Professional reputation with a strong work ethic and exceptional customer service skills. Able to work independently and cohesively as a "Team" to accomplish goals of the organization. Certified CT Security Guard Card, Emergency Medical Responder and CPR.

---

### Education

August 2006 Saint Joseph College, West Hartford, CT  
*Master of Science Degree- Management*

1. Participated and coordinated numerous disaster drill exercises.
2. Homeland Security Protection, Prevention, Response & Recovery training.
3. Completed Basic Physical Security Assessment Program.
4. Certificate of completion in the National Incident Management System (NIMS).
5. Crime Prevention Through Environmental Design Techniques training.

August 1987 Western Connecticut State University, Ancell School of Business, Danbury, CT  
*Bachelor of Science Degree- Justice & Law Administration*

May 1985 Manchester Community College, Manchester, CT  
*Associate Degree-Law Enforcement*

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### Career Accomplishments

- Developed Standard Operating Procedural manual for procedures that included; traffic control, guarding & patrolling property, training manual for new employees, investigation of incidents, emergency procedures, violation of company policy, use of force issues, criminal acts and response to critical incidents.
- Developed & implemented procedures to manage large scale events and various activities.
- Experience conducting security vulnerability threat assessments & implement strategies to safeguard assets.
- Designed & oversaw security office renovations project enhancing image and security system efficiency.
- Experience developing security awareness training programs and provide training for employees.
- Assisted federal, state, local agencies with complex investigations.
- Revitalized morale of support services staff, improved client/citizen satisfaction, optimized overall organizational efficiencies, streamlined policies & procedures developing training guides of complex laws.
- Built strong partnerships between the community and various governmental agencies to achieve public safety.

---

### Professional Experience

*Adjunct Instructor Undergraduate Class at Mitchell College-New London, CT (January 2008 to current):*

- Developed Private Security Management class to include; homeland security topics, terrorism & counter security measures, private security management and Prevention/Protection/Response/Recovery of disasters.

*Adjunct Instructor Graduate Class at Saint Joseph College- West Hartford, CT (August 2009 to current):*

- Introduction to homeland security, understanding terrorism, emergency response to critical incidents, asset protection, weapons of mass destruction, critical infrastructure protection and business continuity.

*Adjunct Instructor- Lincoln College- Southington & Hartford Branch, CT (September 2011 to current):*

- Introduction to Corrections, Seminar In Criminal Justice and Effective Speaking.

## Professional Experience

# Question E2

### **Public Safety Professional-Police Sergeant, Department of Public Safety, Connecticut State Police (1988 to 2007):**

20 years Law Enforcement, thirteen (13) years experience as a Police Sergeant responsible for the performance of personnel (police officers, dispatchers & clerical staff) pursuant to department policy, managing the day-to-day police service function, supervising various investigations, coordinating special operations, manage dispatch center phones/access control/security cameras, emergency disaster planning/recovery, medical & fire emergency response and coordinating services throughout the community as well as federal/state/local/regulatory agencies.

- Supervised and prepared staff for effective resolution of critical incidents & day-to-day duties.
- Developed and implemented policies to effectively manage the organization and achieve goals.
- Training and Development Coordinator responsible for training staff and the community.
- Screen, hire and train applicants for full time transition to successful employment.
- Conducted internal investigations of suspected employee misconduct and took appropriate action.
- Participated in administrative team meetings to evaluate and review program issues and services.

### **Connecticut License Private Investigator (Owner- License #A2411) (October 2007 to current):**

- Work independently conducting field & desk top investigations (fraud investigations, loss prevention, criminal & non criminal, due diligence & background checks, locate individuals, conduct interviews, surveillance) excellent report writing, internet skills and organizational skills.
- Prepare documents for legal proceedings.
- Edit video for legal proceedings, able to operate surveillance equipment, cameras, computers, etc...

### **Security Manager- Colt Security LLC, Colt Defense/Manufacturing West Hartford, CT (Sept 2008 to Oct 2010):**

- Responsible for the overall security/safety of the Colt World Headquarters Facility.
- Responsible for security camera system operations, access control, system upgrades and special projects.
- Develop & implement Standard Operating Procedures (SOP) for security department personnel.
- Screen, hire and train applicants for security guard force & direct overall efforts of security guard force.
- Conduct security force training in emergency procedures, community relations, use of force topics, safety & security issues, government regulations, facility fire system response and various company policies.
- Conduct internal investigations of suspected misconduct & serious incidents.
- Coordinate emergency response of security personnel for medical, fire and various emergency calls.
- Responsible for operating budget.

---

### **Specific Skills Area**

- |                              |                                  |                                  |
|------------------------------|----------------------------------|----------------------------------|
| • Security Management        | • Policy Procedure Development   | • Operating Budget Experience    |
| • Access Control Management  | • Planning & Management          | • Customer Relations             |
| • Key & Lock Accountability  | • Effective Communication        | • Business Continuity Management |
| • CCTV & Security Systems    | • Staffing, Training & Retention | • Legal Issues                   |
| • Personnel Management       | • Crisis Communication           | • Emergency/Disaster Planning    |
| • Team Building & Leadership | • Regulatory Compliance          | • Asset Protection               |

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### **Awards & Recognition**

- 2007- Sigma Beta Delta Honoree for scholastic achievement.
- 2007 thru 1988- Received numerous superior performance reviews throughout my career for dedicated, professional and outstanding police work.
- 2006- Meritorious Service Award for dedication and commitment to charity and promotion of cooperation between co-workers.
- 2002- Commemorative mementos and award from the Transportation Security Administration, in appreciation for the hard work and long hours put in to fortify our Nation's Civil Aviation Security Infrastructure during the tragic events of 9-1-1.
- 2002- New England Narcotics Enforcement Association award.
- 1997- Life Saving Award.

## Dr. John Pierce

### EDUCATION

#### University of California at Riverside

Degree: Ph.D., December 1986  
Major: Chemistry  
Specialization: Analytical Chemistry

#### University of California at Riverside

Degree: B.S. *cum laude*, June 1980  
Major: Biochemistry and Chemistry  
Minor: Biology

### PROFESSIONAL EXPERIENCE

#### Consultant

February 2001 to present

Directing development of products derived from botanical sources. The extraction methodologies include Supercritical CO<sub>2</sub> processing coupled with conventional extraction techniques that afford materials of unique Intellectual Property (IP) for purposes of proprietary patentable products.

#### President—Herbal Company

June 1998 to Present

President of an herbal products company specializing in vanilla, sandalwood, kava and other Pacific Island botanicals, as well as in providing training services in quality assurance and quality control in the pharmaceutical laboratory. These training services build on eighteen years experience in the research and development of analytical chemical techniques (e.g., FT-IR and FT-NMR, as well as other methods such as MS, AA, UV/VIS, GC, HPLC, column chromatography, and protein isolation/characterization), and their application to the identification/isolation of biomolecules for medicinal purposes and environmental monitoring.

#### Consultant—Analytical Methods for Medicinal Herbs and Plants

January 1996 to June 1998

Advise, coordinate, and supervise the implementation of laboratory instrumentation and procedures for the analysis of medicinal plants and herbs. Relevant conferences attended include: Annual National Nutritional Food Association Annual Meeting and Trade Show in Las Vegas, NV; Annual Natural Foods Expo West in Anaheim, CA; 1997 Medicinal Plants of the Americas Conference in Panama City, Panama; 1996 American Chemical Society Annual Meeting (Session on Plant Medicinals) in Orlando, FL.

#### Assistant Professor—Loma Linda University, School of Public Health

September 1993 to June 1995.

Organized and taught graduate courses on Urban Air Pollution and its Health Effects, and Techniques of Environmental Sampling and Analysis. Integrated computer system and Internet access into the curriculum and coordinated the development of the School of Public Health Web Page on the Internet. Director of a research program focused on ambient air pollution monitoring biogenic emissions of volatile organic compounds (VOC).

#### Postgraduate Research Fellow—UCR, Statewide Air Pollution Research Center (SAPRC)

May 1990 to May 1993.

Directed, supervised, and managed an experimental project that included one postdoctoral fellow, one technician, and various undergraduates in collaboration with computer airshed modeling efforts at SAPRC. A variety of VOCs in controlled environmental chamber experiments were studied while under contract to US-EPA, Coordinating Research Council, Chemical Manufacturers Association, and Dow Chemical.

**Postdoctoral Research Fellow—University of Zürich, Switzerland, Institute for Plant Biology**

May 1987 to November 1989.

Led investigation on determining the structure and function of the melanin pigment in the fungus *Agaricus bisporus* using FT-IR and solid state FT-NMR spectroscopies.

**PUBLICATIONS AND PRESENTATIONS**

Author or co-author of 11 papers and reports on subjects including Fourier-Transform Infrared Spectroscopy (FT-IR) and Fourier-Transform Nuclear Magnetic Spectroscopy (FT-NMR), and their application (along with other analytical and chemical methods such as MS, AA, UV/VIS, GC, HPLC, column chromatography, and protein isolation/characterization) to the identification/isolation of biomolecules. Presenter of 7 talks (invited speaker at 4th International Mycological Conference in Regensburg, Germany) on these subjects at international technical conferences.

**INVENTOR ON ISSUED US PATENTS**

Inventor of 7 issued US Patents:

US Patent 7,279,184	Methods and compositions comprising Ilex
US Patent 7,105,185	Kavalactone profile
US Patent 7,037,524	Oral delivery of a botanical
US Patent 7,001,620	Kavalactone product
US Patent 6,601,527	Method of cultivating piper methysticum plants
US Patent 7,291,352	Methods and compositions for oral delivery of Areca and mate' or theobromine

**PROFESSIONAL ORGANIZATIONS**

American Chemical Society

**LEGAL CASES**

1998 Product Non-Compliance --Kava Extract  
2004 Patent Infringement --Magnolia Bark Extract  
2006 Product Adulteration --- Botanical Extracts

**LANGUAGES SPOKEN**

German, French, Italian, Spanish

**GENERAL**

Dr. Pierce received his Ph.D. in Analytical Chemistry in 1986, and has held numerous positions in research and college level instruction specializing in laboratory practices, environmental health, quality assurance and control programs (i.e. record keeping, measuring with proper equipment, calibration of equipment, standard operating procedures, good laboratory practices, etc. are all integral components of the quality assurance and control program), and botanical intellectual property development. In his current capacity as a consultant and scientist, he currently develops innovative strategies including supercritical CO<sub>2</sub> processing coupled with other conventional extraction techniques, in a more sophisticated fashion, that affords materials of pharmaceutical grade quality suitable for specific dosage forms in a variety of presentations ranging from topical applications to tinctures and baked goods, to name a few. Dr. Pierce is the inventor of seven issued patents in the United States where the strategies aforementioned have been reduced to practice. He also has formerly owned a laboratory analysis business specializing in the analysis of herbal and botanical preparations and products. As such, Dr. Pierce is well-equipped to prepare marijuana extractives and alternative dosage forms, to implement proper quality control processes, and to such techniques to capable individuals who will be the full time employees of Prime Wellness.

**JOHN P. GLOWIK, Jr.**  
44 Independence Lane  
Shrewsbury, MA 01545  
jg1973hc@aol.com  
508-925-5676

## **EMPLOYMENT HISTORY**

**Thirty-nine years of health care experience (1973-2012)**

**Local, experienced health care provider, owner and operator of dialysis outpatient centers in MA (Springfield & Greenfield), NH (Keene), CT (Hartford, Enfield, Middletown, Rocky Hill), NY (Albany-2, Amsterdam, Schenectady, Selden, Bellmore, Hempstead, Rochester)**

**Reviewed and approved by Department of Health in 4 states to own or operate with Certificate of Need/Determination of Need certificates - MA, CT, NH, NY Fully accredited and no citations with inspections from the Departments of Health in the 4 states.**

**Owner and Operator of 15 Dialysis facilities (1989-2012)**

Owner and operator of 15 dialysis facilities based in MA (Springfield & Greenfield), NH (Keene), CT (Hartford, Enfield, Middletown, Rocky Hill), NY (Albany-2, Amsterdam, Schenectady, Selden, Bellmore, Hempstead, Rochester)

**Prime Medical Inc. (1988 -1997)**

President & Co-Founder/Owner

MA based medical supply company covered New England, NY, NJ

**Prime Water (1992-1997)**

Co-Founder/Owner

MA based water purification/delivery systems for medical facilities

**NutraCare Inc. (1990-1994)**

Co-Founder/Owner, Vice President

GA based parental nutrition company serving patients in dialysis centers and at home.

**Sales Specialist/Regional Manager (1973-1988)**

Pharmaceutical & Medical sales to hospitals, physicians, outpatient medical facilities in the greater Northeast states.

## **BOARDS AND CIVIC ENGAGEMENT**

Served on numerous community boards; Worcester Academy, Worcester MA Board of Trustees (3 terms), Holy Cross GAA Board, Holy Cross College Advisory Board to the Trustees since 2007, Worcester, MA, Paxton Recreation Commission Chairman, Paxton, MA, Paxton Youth Sports, President, Paxton Little League, Treasurer, Sacred Heart Basketball League Board, Worcester, MA.

## **EDUCATION**

Holy Cross College, Worcester MA (1969 – 1973); B.A. Economics & History ( Double Major )

## THOMAS J. NICHOLAS

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379 QUARRY BROOK DRIVE  
SOUTH WINDSOR, CT 06074  
860.644.9440 - 860.558.4935  
T.J.NICHOLAS@ATT.NET

### EDUCATION

Diploma in Professional Registered Nursing  
Ellis Hospital School of Nursing  
Schenectady, New York  
Graduated with Honors, 1977

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### PROFESSIONAL PROFILE

#### SUSTAINABLE PRODUCTS, INC. 2003 – PRESENT

- Industrial Products Sales, Marketing and Distribution Company.
- Represented a Connecticut company's environmentally friendly product line of industrial lubricants and machining fluids to the machining and fabricating industry in the northeast.
- Represented a Capital Equipment Manufacturer in the machined parts finishing area.

#### EASTVIEW DIALYSIS CENTER, INC. 1997 – 2011

#### EASTVIEW DIALYSIS PROPERTIES, INC. 1997 – PRESENT

- President and CEO of an out-patient dialysis facility operating business and properties management business both located at 120 Victor Heights Parkway, Victor, NY. 14564. I was a founding shareholder and participated as CEO in the day to day management of both companies.
- Eastview Dialysis Center provided out-patient dialysis treatments to @120 chronic renal failure patients and was licensed in all treatment modalities. The operations were carried out in an 8,600 sq. ft. building built expressly to serve the needs of the dialysis patients.
- The operating company was responsible for all operations and billing in excess of \$3M to Medicare and Medicaid for patient services on an annual basis. My involvement in Eastview Dialysis Inc. terminated when the company was sold to Fresenius Medical Care in 2011. I'm currently the President and CEO of Eastview Dialysis Properties, Inc. (EDPI). EDPI is currently negotiating on a Purchase and Sales agreement on the property which should close by mid November 2013.

#### PRIME MEDICAL, INC. 1990 – 1997

- As co-founder and fifty percent owner, operated a successful and well respected medical products sales and distribution company concentrating on dialysis products.
- Developed a medical water purification company called Prime Water. Prime Water engineered, designed, installed and serviced medical grade water purification systems for dialysis units and medical facilities in the eastern United States.
- My involvement in Prime Medical, Inc. terminated when the company was sold to Fresenius Medical Care in 1997.



THOMAS J. NICHOLAS (CONT.)

## CONNECTICUT BASED DIALYSIS FACILITIES — 1991 — 2001

- As President and CEO of five Connecticut based dialysis facilities (Enfield Dialysis, East Hartford Dialysis, Central CT Dialysis, Rocky Hill Dialysis and Middlesex Dialysis), I was responsible for operations and day to day management. Our facilities treated in excess of 450 patients on a three time per week basis. Each facility billed between two and four million dollars in annual patient services to Medicare under the ESRD program, Medicaid and private insurers on an annual basis.
- Partner and board member in Connecticut businesses as well as ESRD facilities and related businesses in Massachusetts, New Hampshire and New York (12 total). **Please see attached facilities list with specifics.**
- **NO LICENSED MEDICAL FACILITY OR ANY BUSINESS WHERE I HAD CONTROL HAS EVER BEEN ALLEGED OR FOUND TO HAVE VIOLATED ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS DURING THE TIME PERIOD WHEN I WAS ASSOCIATED.**

## NATIONAL MEDICAL CARE, INC. — 1981 — 1990

- Northeast Area Manager responsible for sales and marketing of manufactured dialysis disposable products and systems to dialysis facilities in New York, New Jersey and New England.
- National Dialysis Sales Specialist Salesman of the year twice and Regional Salesman of the year four times.

## PROFESSIONAL NURSING

- Worked as an R.N./Orthopedic technician and Operating Room assistant in an Orthopedic Practice (Paulsen and Albano, PC) in Schenectady, N.Y. in 1977.
- Worked as an Operating Room Nurse at the Hermann Hospital in Houston, Texas in 1978-1979.
- Worked as an Operating Room Nurse at Hartford Hospital in Hartford, CT in 1980.

## PROFESSIONAL SKILLS AND BUSINESS ACCOMPLISHMENTS

My medical training and background has allowed me to be very successful during my adult working life. Moreover, the fact that I was trained as a Registered Nurse and have worked in both hospital and private medical businesses has given me a real appreciation and understanding of how to access and attend to the needs of clients and patients alike. We formed a number of dialysis operating businesses with physicians as partners (being mindful of Stark and safe harbors laws).

As President and CEO of six individual dialysis companies in two states, I participated in all aspects of the business from formation to site location and development to regulatory application and day to day operation. I was agent of service for all six companies. I was personally vetted by both state health departments in the states where we operated and the federal government as a billing agency to Medicare and Medicaid.

## **Kevin P. Murphy**

Kevin has enjoyed a highly successful career in the New York money management business and is a well respected member of the financial community. A consummate professional, visionary and entrepreneur, Kevin has been instrumental in growing companies from inception to billion dollar money management firms.

Prior to launching Tandem Global Partners in 2007, Kevin was a Managing Partner at Stanfield Capital Partners where he was critical in growing the company from inception to a \$30 billion alternative money management firm. He was a member of the Operating and Management team that oversaw all aspects of Stanfield's business, including risk management, sales and distribution, client services, legal, compliance and operations. Integral in spearheading the strategic development of the firm, Kevin was responsible for attracting key personnel and money management talent.

Having made numerous investments in start-up and operating businesses with great success, Kevin often takes a proactive role in such investments to guide and influence the operation's business professionals. Kevin's guidance and input has led to higher success ratios and more predictable outcomes for these businesses. Kevin has made major investments in the healthcare, real estate, technology and general business arenas, and has applied unique talents and resources for the benefit of licensed New England entities within the emerging industry presently the subject of a competitive application process in Connecticut. The Network for Teaching Entrepreneurship (NFTE) recognized Kevin as the Entrepreneur of the Year in 2005.

Kevin has previously worked with Gleacher NatWest (Partner), Schroders (Sr. VP of Sales), Lazard Freres (VP) and Cantor Fitzgerald (VP).

Several years ago, Kevin played an instrumental role in assisting in the financing and facilitation of Northeast Patients Group (d/b/a Wellness Connection of Maine), a very well respected, licensed and regulated non-profit medical marijuana corporation in Maine. Wellness Connection of Maine is currently a burgeoning success and is solely focused on caring for medical patients in Maine and giving back to the community.

Kevin possesses a strong commitment to his profession as well as to family and community ties. He serves on the Board for the St. Benedict Joseph Medical Center in Honduras, is a generous supporter of numerous charities, and has helped many individuals launch and achieve their career goals.



# TOWN OF GROTON

## OFFICE OF THE TOWN MANAGER

MARK R. OEFINGER, AICP  
TOWN MANAGER  
MOEFINGER@GROTON-CT.GOV

45 FORT HILL ROAD, GROTON, CONNECTICUT 06340  
TELEPHONE (860) 441-6630 FAX (860) 441-6638  
WWW.GROTON-CT.GOV

November 7, 2013

Mr. Thomas J. Nicholas, President  
Prime Wellness of Connecticut, LLC  
379 Quarry Brook Drive  
South Windsor, CT 06074

Re: Proposed Medical Marijuana Dispensary, 382 Gold Star Highway

Dear Mr. Nicholas:

Thank you for your interest in locating a medical marijuana dispensary in Groton. The site in question, located at 382 Gold Star Highway, is a highly visible location, with easy access to Interstate 95. It would be a convenient location for patients to reach and has on-site parking adjacent to the front door.

We have been advised that you are not proposing any external improvements, as this commercial site is fully developed and should readily accommodate your proposed use. The Town's Zoning Official has confirmed that the proposed use meets existing zoning regulations for the CB-15 zone as a medical marijuana dispensary and would be considered as a pharmacy or drug store, which is an allowed use within the zone. The Zoning Official also reviewed code compliance and determined that there are no outstanding zoning violations on this site. Obviously, you will not be applying for a building permit for the building's interior improvements until after you receive Connecticut Department of Consumer Protection approval. That permitting should be a relatively routine exercise, as is the case with the occupancy of any existing retail unit. The Building Official has reviewed the space and could not find any outstanding building code violations on site. The Fire Marshal has also reviewed the location and did not find any outstanding fire code violations on the site. He will likewise review the building permit application once you have your state approval. We know of no obstacles for you to receive the standard permits associated with occupying this retail space.

We look forward to working with you in facilitating the occupancy of this medical marijuana dispensary to meet the needs of patients in Groton and surrounding communities. If you have any questions, please feel free to contact me, or a member of the Office of Planning and Development Services staff.

Sincerely,

Mark R. Oefinger, AICP  
Town Manager