

IN THE SUPREME COURT OF THE STATE OF NEVADA

NUVEDA, LLC, A NEVADA LIMITED LIABILITY COMPANY; SHANE M. TERRY, A NEVADA RESIDENT; AND JENNIFER M. GOLDSTEIN, A NEVADA RESIDENT, Appellants,
v.
PEIMAN BADY; AND POUYA MOHAJER, Appellees.

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Clerk of Supreme Court

Supreme Court Case No. 69648
District Court Case No. A-15-728510-B, Department XI (Elizabeth Gonzales)

**JOINT APPENDIX
VOLUME 2**

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DISTRICT COURT

CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident,

Plaintiffs,

vs.

PEJMAN BADY; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X, inclusive,

Defendants.

CASE NO. A-15-728510-B

DEPT NO. XI

**PEJMAN BADY'S OPPOSITION TO
PLAINTIFFS' MOTION FOR
PRELIMINARY INJUNCTION AND
APPLICATION ON ORDER
SHORTENING TIME AND
COUNTERMOTION FOR
PRELIMINARY INJUNCTION**

HEARING DATE: 12/15/15

HEARING TIME: 8:30 a.m.

Defendant Pejman Bady ("Dr. Bady"), by and through his counsel of record, the law firm of Kolesar & Leatham, hereby opposes Plaintiffs' Motion for Preliminary Injunction and Application on Order Shortening Time filed on December 7, 2015 ("PI Motion"). Further, Dr. Bady moves this Court to enjoin Plaintiffs Shane M. Terry ("Mr. Terry") and Jennifer M.

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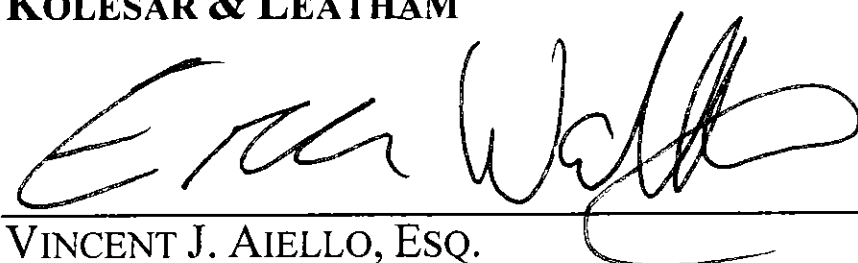
Goldstein ("Ms. Goldstein") from interfering with NuVeda's agreement with CWNevada, LLC ("PI Countermotion").

This Opposition and Countermotion are supported by the Memorandum of Points and Authorities below and any argument presented at the time of hearing on this matter.

DATED this 14th day of December, 2015.

KOLESAR & LEATHAM

By



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NOTICE OF COUNTERMOTION

PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion on for hearing on the _____ day of _____, 2015, in Department XI of the above-entitled Court at the hour of ____:____.m., or as soon thereafter as counsel may be heard.

DATED this 14th day of December, 2015.

KOLESAR & LEATHAM

By



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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This case concerns a corporate control dispute between members of a medical marijuana business known as NuVeda, LLC. NuVeda is governed by a Limited Liability Company operating agreement (the "Operating Agreement"). NuVeda possesses multiple medical marijuana licenses. In 2014, Dr. Bady, Pouya Mohajer ("Dr. Mohajer"), Mr. Terry, Ms. Goldstein a Nevada attorney, and three other individuals formed NuVeda, LLC ("NuVeda"). Dr. Bady owns 46.5 percent of NuVeda and has invested nearly \$1,260,000.00 and guaranteed repayment of nearly \$1,330,000.00 in loans; Dr. Mohajer owns 21 percent; Mr. Terry owns 21 percent; Ms. Goldstein owns 7 percent; and the three remaining individual members share the remaining 4.5 percent. In this corporate control dispute Plaintiffs' allege *minority* shareholders can enjoin *majority* shareholders from performing legal and necessary asset transfers which are in the best interest of NuVeda. The alleged support for this premise comes in the form of baseless accusations, disingenuous buyout offers, and secretive tactics to oust the majority owners.

NuVeda, like many startup businesses, desperately needs outside sources of funding. On October 1, 2015, the Nevada Legislature enacted amendments to NRS 453A.334, which allow a company possessing a medical marijuana license to transfer its interests to outside investor(s). This amendment boded well for NuVeda, as NuVeda was in need of significant financial and management assistance to bring their products to market. All of NuVeda's members, including Mr. Terry and Ms. Goldstein, desired to form an agreement with an outside investor. In November 2014, NuVeda considered multiple offers from outside investors. Ultimately, the *majority* of NuVeda voted to form an agreement with CWNevada, LLC ("CW"), while the *minority* desired to form an agreement with an alternate outside investor. Defendants were in the majority; Mr. Terry and Ms. Goldstein were in the minority.

In a poorly orchestrated attempt to intimidate the majority of NuVeda's members, Mr. Terry and Ms. Goldstein sent a demand letter replete with baseless accusations and outrageous settlement demands to the majority. Mr. Terry and Ms. Goldstein even purported to expel the

1 Defendants from NuVeda. These efforts failed as a matter of law. Indeed, upon discovering Mr.
2 Terry's and Ms. Goldstein's attempt to have the *minority* seize control of NuVeda, Defendants
3 were in turn compelled to expel Mr. Terry and Ms. Goldstein from NuVeda.

4 Now, Mr. Terry and Ms. Goldstein, in a last-ditch effort to hijack the company and derail
5 the CW deal voted upon by the *majority* interest holders, have filed the instant PI Motion.
6 Defendants, in an effort to save NuVeda, have filed their Countermotion for injunctive relief to
7 prevent the *minority* from improperly interfering with the CWNevada deal.

8 Plaintiffs' PI Motion should be denied as they cannot succeed on the merits. In this case,
9 success on the merits is predicated on the resolution of three points.

10 (1) Whether Mr. Terry and Ms. Goldstein properly expelled Defendants. Mr.

11 Terry and Ms. Goldstein **did not** properly expel Defendants, as they failed to
12 achieve the voting majority pursuant to the Operating Agreement. **Mr.**
13 **Terry and Ms. Goldstein fell 0.6 percent short of the requisite votes to**
14 **expel Dr. Bady and 15.9 percent short of the requisite votes to expel Dr.**
15 **Mohajer.**

16 (2) Whether Defendants expelled Mr. Terry and Ms. Goldstein. Defendants

17 **successfully** expelled Mr. Terry and Ms. Goldstein from NuVeda, as
18 Defendants had the requisite votes to do so under the Operating Agreement.
19 **Defendants exceeded the requisite votes to expel Mr. Terry by 21.1**
20 **percent. Defendants exceeded the requisite votes to expel Ms. Goldstein**
21 **by 12.7 percent.**

22 (3) Whether the CW deal the majority voted to accept, and ultimately accepted, is

23 proper under the Operating Agreement and Nevada law. The *majority* interest
24 holders are expressly authorized to sell NuVeda's assets under both Section
25 4.2(f) of the Operating Agreement and NRS 453A.334.

26 Plaintiffs will not suffer irreparable harm if their request for a preliminary injunction is
27 denied. Plaintiffs argue that they will suffer irreparable harm if NuVeda finalizes the deal with
28 CW because doing so will result in the revocation of NuVeda's medical marijuana licenses under

1 Nevada law. This is an incorrect and misapplied interpretation of the law. Plaintiff's prop up
2 this argument by citing to an outdated version of NRS 453A.334 that prohibited the transfer of
3 medical marijuana licenses. However, the newly amended NRS 453A.334 expressly authorizes
4 the transfer of medical marijuana licenses upon government approval. The deal the majority
5 voted to accept is expressly contingent upon government approval. Thus, there is absolutely no
6 threat of NuVeda's medical marijuana licenses being revoked.

7 Defendants, on the other hand, will suffer catastrophic and irreparable harm if Mr. Terry
8 and Ms. Goldstein are allowed to continue to interfere with the CW deal the *majority* have
9 entered into. Strict government deadlines for opening medical marijuana establishments are fast
10 approaching. Any further delay caused by Mr. Terry and Ms. Goldstein intermeddling in this
11 matter will result in NuVeda missing these crucial deadlines, resulting in the revocation of
12 NuVeda's medical marijuana licenses.

13 The balance of harms weighs heavily in Defendants' favor given the disastrous effect of
14 failing to meet the governmental buildout deadlines. By denying Plaintiffs' PI Motion and
15 granting Defendants' PI Countermotion, Mr. Terry and Ms. Goldstein would simply be
16 prevented from controlling NuVeda's operations, something that Mr. Terry and Ms. Goldstein
17 never had the authority to do in the first place as they were minority interest holders in NuVeda.
18 In contrast, Defendants will suffer catastrophic harm if Plaintiffs' PI Motion is granted because
19 the resulting delay will prevent NuVeda from becoming operational within the government
20 deadlines.

21 **II. STATEMENT OF FACTS**

22 **A. NuVeda owns two separate entities that possess medical marijuana licenses.**

23 In April of 2014, three entities were formed: NuVeda, Clark NMSD LLC ("Clark LLC"),
24 and Nye Natural Medicinal Solutions LLC ("Nye LLC"). The State of Nevada Division of
25 Public and Behavioral Health awarded Clark LLC two medical marijuana licenses: (1) a license
26 to dispense medical marijuana in Las Vegas and (2) a license to dispense medical marijuana in
27 North Las Vegas. See the Medical Marijuana Licenses, attached hereto as **Exhibit 1**. Nye LLC
28 was also awarded two medical marijuana licenses: (1) a license to cultivate medical marijuana in

Pahrump and (2) a license to produce medical marijuana products in Pahrump (the four licenses referred to collectively as “Medical Marijuana Licenses”). *Id.* Without belaying the fact, the process for obtaining the Medical Marijuana Licenses was both competitive and arduous. NuVeda owns 100 percent of the membership interest in Clark LLC and 100 percent of the membership interest in Nye LLC. *See* Initial/Annual List of Managers or Managing Members and State Business License Application of Clark LLC and Nye LLC, attached hereto as **Exhibit 2**.

B. The NuVeda Operating Agreement is enacted.

In July of 2014, Dr. Bady, Dr. Mohajer, Mr. Terry, Ms. Goldstein, Joe Kennedy, John Penders, and Ryan Winmill (collectively “Original NuVeda Members”) entered into the Operating Agreement. *See* the Operating Agreement, attached hereto as **Exhibit 3**. The Operating Agreement governs NuVeda. **Exhibit 3**, p. 2. Per the Operating Agreement, NuVeda was formed to compete in Nevada’s burgeoning medical marijuana industry. **Exhibit 3**, p. 2. Subject to full vesting, the Original NuVeda Members possessed voting and ownership interest in NuVeda as follows:

NuVeda Member	Voting/Ownership Interest After Full Vesting
Dr. Bady	46.5 percent
Dr. Mohajer	21 percent
Mr. Terry	21 percent
Ms. Goldstein	7 percent
Mr. Kennedy	1 percent
Mr. Penders	1.75 percent
Mr. Winmill	1.75 percent

Exhibit 3, p. 23.¹

¹These figures assume that every member’s interest in NuVeda has fully vested. Defendants adamantly dispute whether Mr. Winmill’s and Mr. Penders’ interests have fully vested pursuant to Section 2.8 of the Operating Agreement, which would mean that the Goldstein Group had even fewer votes to expel Dr. Bady and Dr. Mohajer. However, Defendants wanted to inform the court that even if every member’s interest in NuVeda has fully vested, the Plaintiffs still did not have enough votes to expel Dr. Bady and Dr. Mohajer.

1 Along with setting forth NuVeda's purpose and ownership structure, the Operating
2 Agreement establishes various notice requirements, voting requirements, and alternative dispute
3 resolution requirements. *See generally* **Exhibit 3**.

4 **C. NuVeda falls behind schedule on going to market, thus placing the Medical**
5 **Marijuana Licenses at risk.**

6 The Medical Marijuana Licenses impose completion and performance dates upon which
7 NuVeda is required to become operational. *See* Declaration of Pej Bady, attached hereto as
8 **Exhibit 4**. While the deadline imposed by the State of Nevada appears flexible (May 3, 2016),
9 *see* **Exhibit 1**, the dates imposed by the municipality corresponding with the specific licenses are
10 strict. **Exhibit 4**. For instance, the City of North Las Vegas set a deadline of not later than May
11 2016 for NuVeda to become operational. *Id.* The City of Las Vegas set a deadline of April 16,
12 2016 for NuVeda to become operational. *Id.* The City of Pahrump set a deadline of not later
13 than May 2016 for NuVeda to become operational (all the deadlines referred to collectively as
14 "Government Deadlines"). *Id.* If NuVeda fails to open by the Government Deadlines, its
15 Medical Marijuana Licenses is subject to revocation and forfeiture. *Id.* Throughout early 2015,
16 NuVeda was behind schedule in satisfying the Government Deadlines. *Id.* Nuveda had no choice
17 but to seek out suitable investors such as CW.

18 **D. The Legislature amends Nevada's medical marijuana laws to allow outside**
19 **investment.**

20 Prior to October 1, 2015, NRS 453A.334 prohibited a company from transferring a
21 medical marijuana license to an outside investor. Prior to October 1, 2015, NRS 453A.334
22 provided:

23 The following are nontransferable:

- 24 1. A medical marijuana establishment agent registration card.
2. A medical marijuana establishment registration certificate.

25 During the 2015 Nevada Legislative Session, however, the Nevada Legislature amended NRS
26 453A.334. NRS 453A.334 now allows a company possessing a medical marijuana license to
27 transfer its interests to an outside investor. Effective as of October 1, 2015, NRS 453A.334
28 provides in relevant part:

1 **1. Except as otherwise provided in subsection 2**, the following
2 are nontransferable:

3 (a) A medical marijuana establishment agent registration
4 card.

5 (b) A medical marijuana establishment registration
6 certificate.

7 **2. A medical marijuana establishment may transfer all or any**
8 **portion of its ownership to another party**, and the Division
9 shall transfer the medical marijuana establishment registration
10 certificate issued to the establishment to the party acquiring
11 ownership, if the party who will acquire the ownership of the
12 medical marijuana establishment submits . . .

13 SB 276, § 2 (2015) (emphasis added).

14 **E. NuVeda hopes to associate with an outside investor that can help it get back**
15 **on schedule.**

16 Naturally, due to the amendment of NRS 453A.334, investors sought to invest in
17 companies with medical marijuana licenses. *See* Affidavit of Brian C. Padgett, Esq. chairman
18 and CEO of CWNevada, LLC, attached hereto as **Exhibit 5**.

19 NuVeda struggled to find a deal with the right outside investor, while recognizing the
20 looming Government Deadlines and its own limitations in commercializing its business. **Exhibit**
21 **4.** No one at NuVeda had extensive experience opening and operating a product-based business.
22 *Id.* Dr. Bady, Dr. Mohajer, Mr. Terry, and Ms. Goldstein, while accomplished in their careers,
23 hailed from unrelated industries, such as medicine, military, and legal. Simply put, NuVeda was
24 behind schedule and in risk of utter failure. *Id.* To remedy this, NuVeda hoped to enter into a
25 deal with an outside investor that had the capacity to build out a medical marijuana business,
26 manage the operations of a medical marijuana business, and commercially scale the medical
27 marijuana business so it would be competitive in the market place over the long term. *Id.*

28 **F. NuVeda receives multiple offers from outside investors; the Original NuVeda**
 Members disagree on which offer to accept.

 In November of 2015, NuVeda entertained offers from multiple outside investment
 groups, including CWNevada, LLC (“CW”), AFS Nevada, LLC (“AFS LLC”), and 4Front
 . . .

1 Capital ("4Front"). See Offers from AFS LLC and 4Front, attached hereto as **Exhibit 6; Exhibit**
2 **4.**

3 After careful consideration, Dr. Bady, Dr. Mohajer, and Mr. Kennedy, **representing the**
4 **majority of NuVeda at 68.5% of the membership interests** ("The Bady Group"), wanted to
5 enter into a deal with CW. See **Exhibit 4.** Mr. Terry, Ms. Goldstein, Mr. Penders, and Mr.
6 Winmill, representing 31.5% of NuVeda ("The Goldstein Group"), wanted to enter into a deal
7 with 4Front. On November 17, 2015, Dr. Bady entered into a letter of intent on behalf of
8 NuVeda with outside investor CW ("Letter of Intent"), which the *majority* later voted to accept.
9 See Letter of Intent, attached under seal as **Exhibit 7.** The majority of NuVeda's interest holders
10 concluded that CW best satisfied the criteria NuVeda hoped to receive from an outside
11 investor: 1. they possessed the capacity to build out a medical marijuana business, 2. to operate
12 the medical marijuana businesses, and 3. to scale the medical marijuana business in the market
13 place. See **Exhibit 4.** CW possessed experience with constructing medical marijuana
14 production facilities, relationships in the medical marijuana industry, and expertise as to medical
15 marijuana distribution. **Exhibit 7, pp. 1-2; Exhibit 5.** Pursuant to the non-binding Letter of
16 Intent, CW agreed to manage, *inter alia*, day-to-day operations, development and construction of
17 facilities, human resources, inventory, regulatory compliance, marketing, customer service,
18 record retention, security, and maintenance. **Exhibit 7, p. 2.** In sum, CW offered NuVeda
19 precisely what it needed to get back on schedule with meeting the Government Deadlines and to
20 successfully compete in Nevada's medical marijuana industry. **Exhibit 4.**

21 **G. Mr. Terry and Ms. Goldstein, despite being in the minority, attempt to derail**
22 **NuVeda's pending deal with CW.**

23 When Mr. Terry and Ms. Goldstein realized that the deal with CW was going to happen,
24 they attempted to hijack and derail NuVeda's deal with CW through trumped up allegations
25 against Dr. Bady and Dr. Mohajer. They contrived a basis for the attempted expulsion of Dr.
26 Bady and Mohajer from NuVeda by predicating they're' feeble coup d'état on misallocate voting
27 rights.

28 . . .

1 **1. Mr. Terry and Ms. Goldstein send an outrageous demand letter and**
2 **offer of settlement to Dr. Bady.**

3 On November 18, 2015, Martina L. Jaccarino, Esq. sent a demand letter to Dr. Bady on
4 behalf of Mr. Terry and Ms. Goldstein (“Jaccarino Demand Letter”). *See* the Jaccarino Demand
5 Letter, attached hereto as **Exhibit 8**. Dr. Bady received the Jaccarino Demand Letter for the first
6 time via e-mail at 10:14 p.m. at night on November 18, 2015. *See* E-mail from Ms. Jaccarino to
7 Dr. Bady, attached hereto as **Exhibit 9**. Along with possessing trumped up charges of
8 misfeasance against Dr. Bady and Dr. Mohajer, the Jaccarino Demand Letter set forth an
9 incomprehensible settlement offer. **Exhibit 8**, pp. 3-4. The Jaccarino Demand Letter gave Dr.
10 Bady until the end of Wednesday, November 18, 2015 to respond: **less than two-hours**. **Exhibit**
11 **8**, p. 1.

12 On November 19, 2015, Mr. Terry sent counsel for Dr. Bady, Vincent J. Aiello, Esq., a
13 buy-out offer of Dr. Bady and Dr. Mohajer’s interests in NuVeda at 8:57 p.m. (“Buy-out Offer”).
14 *See* E-mail from Mr. Terry to Mr. Aiello, attached hereto as **Exhibit 10**. The Buy-out Offer, four
15 pages long to be precise, gave Dr. Bady until 11 a.m. on November 19, 2015 to respond, *i.e.*,
16 **three normal business hours**. *See* Buy-Out Offer, attached hereto as **Exhibit 11**, p. 1.

17 After speaking with Ms. Jaccarino on the phone, Mr. Aiello formerly responded to the
18 Jaccarino Demand Letter and the Buy-out Offer on behalf of Dr. Bady on November 20, 2015
19 (“Jaccarino Response Letter”). *See* Jaccarino Response Letter, attached hereto as **Exhibit 12**.
20 The Jaccarino Response Letter suggested, *inter alia*, that the parties follow the Operating
21 Agreement’s dispute resolution clause and proceed through good-faith mediation before Ret.
22 Judge Philip Pro and, if necessary, arbitration. **Exhibit 12**, p. 2.

23 **2. Mr. Terry and Ms. Goldstein attempt to expel Dr. Bady and Dr.**
24 **Mohajer from NuVeda to no avail.**

25 Knowing that as the *minority* interest holders, they could not stop NuVeda’s deal with
26 CW, on November 20, 2015, the Goldstein Group attempted to seize control of NuVeda by
27 expelling Dr. Bady and Dr. Mohajer pursuant to Section 6.2 of the Operating Agreement. The
28 Goldstein Group memorialized this attempted expulsion in a document entitled an Action by

1 Written Consent of the Disinterested Voting Members of NuVeda, LLC (“Improper 6.2
2 Document”). See Improper 6.2 Document, attached hereto as **Exhibit 13**. However, as
3 explained below in detail, *infra* pp. 13-16, the Improper 6.2 Document (actually fully executed
4 on November 22, 2015) shows that the Goldstein Group’s attempted expulsion of Dr. Bady and
5 Dr. Mohajer was ineffectual because: (1) the Goldstein Group failed to comply with the
6 procedure for expulsion in Section 6.2 of the Operating Agreement; and (2) the Goldstein Group
7 lacked sufficient votes to expel Dr. Bady and Dr. Mohajer. *Id.*

8 **I. The majority of NuVeda’s interest holders are left with no choice but to expel**
9 **Mr. Terry and Ms. Goldstein.**

10 As of November 20, 2015, Dr. Bady was unaware that the Goldstein Group attempted to
11 expel him. So, despite the aggressive posture taken by Mr. Terry and Ms. Goldstein, Dr. Bady
12 continued efforts to negotiate and mediate the dispute in accordance with the Operating
13 Agreement. See November 23, 2015 e-mails from Mr. Aiello to Ms. Jaccarino, attached hereto
14 as **Exhibit 14**. Mr. Terry and Ms. Goldstein refused to reach an amicable resolution.

15 On November 23, 2015, the Bady Group executed a document removing Mr. Terry from
16 his role as NuVeda’s Chief Executive Officer and Ms. Goldstein from her role as NuVeda’s
17 General Counsel (“Removal Consent”). See Removal Consent, attached hereto as **Exhibit 15**.
18 The Removal Consent was executed pursuant to Sections 4.1, 4.2, and 4.3 of the Operating
19 Agreement. **Exhibit 15**; *see also* **Exhibit 3**, pp. 6-7.

20 On November 24, 2015, Pantea Farhi Stevenson, Esq. (an attorney who is unlicensed in
21 Nevada), claiming to be lead counsel for NuVeda, sent Mr. Aiello an e-mail notifying Dr. Bady,
22 **for the first time**, that the Goldstein Group had attempted to expel Dr. Bady pursuant to Section
23 6.2 of the Operating Agreement (“Ms. Stevenson E-mail”). See Ms. Stevenson E-mail, attached
24 hereto as **Exhibit 16**. Mr. Terry and Ms. Goldstein were unsurprisingly copied on the e-mail by
25 Ms. Stevenson. *Id.*

26 With newfound knowledge that Mr. Terry and Ms. Goldstein secretly conspired to expel
27 Dr. Bady and Dr. Mohajer from NuVeda as a means to destroy the pending deal with CW, albeit
28 unsuccessfully, the Bady Group was left with no choice but to expel Mr. Terry and Ms.

1 Goldstein. *See Exhibit 4*. On November 24, 2015, the Bady Group expelled Mr. Terry and Ms.
2 Goldstein from NuVeda pursuant to Section 6.2 of the Operating Agreement. As to Mr. Terry, a
3 vote of the Disinterested Voting Members was held (all of the Original NuVeda Members except
4 Mr. Terry); the 60 percent voting threshold for expulsion was reached; and a document was
5 executed expelling Mr. Terry from NuVeda ("Mr. Terry 6.2 Expulsion Document"). *See* the Mr.
6 Terry 6.2 Expulsion Document, attached hereto as **Exhibit 17**. As to Ms. Goldstein, a vote of
7 the Disinterested Voting Members was held (all the Original NuVeda Members except Ms.
8 Goldstein); the 60 percent voting threshold for expulsion was reached; and a document was
9 executed expelling Ms. Goldstein from NuVeda ("Ms. Goldstein 6.2 Expulsion Document").
10 *See* Ms. Goldstein 6.2 Expulsion Document, attached hereto as **Exhibit 18**.

11 On November 25, 2015, counsel for Dr. Bady, Joseph J. Mugan, Esq., responded to Ms.
12 Stevenson E-mail by letter. *See* November 25, 2015 letter from Mr. Mugan to Ms. Stevenson,
13 attached hereto as **Exhibit 19** (the exhibits attached to the letter are excluded because they have
14 already all been attached as exhibits to this Opposition). Mr. Mugan informed Ms. Stevenson
15 that the Goldstein Group's Improper 6.2 Document, which purportedly expelled Dr. Bady and
16 Dr. Mohajer, was ineffective because it did not comply with terms of the Operating Agreement.
17 *Id.* Further, Mr. Mugan informed Ms. Stevenson that the Bady Group had expelled Mr. Terry
18 and Ms. Goldstein from NuVeda pursuant to Section 6.2 of the Operating Agreement. *Id.*

19 **J. NuVeda enters into an agreement with CW.**

20 On December 6, 2015, despite Mr. Terry and Ms. Goldstein's best efforts to sabotage the
21 pending deal with CW, NuVeda entered into an agreement with CW ("Purchase Agreement").
22 *See* Purchase Agreement, attached hereto under seal as **Exhibit 20**. Pursuant to the Purchase
23 Agreement, NuVeda will convey 100 percent of its interest in Clark LLC and 100 percent of its
24 interest in Nye LLC to CW, subject to governmental approvals. *Id.* In exchange, CW agreed to,
25 *inter alia*, take on the responsibilities outlined in the Letter of Intent and resolve up to
26 \$1,500,000 of NuVeda's outstanding debt. *Id.*

27 The Purchase Agreement did not affect in anyway the Original NuVeda Member's
28 ownership interests in NuVeda. *Id.*; *see also supra* p. 6 (the table listing ownership interests).

1 Further, full enactment of the Purchase Agreement is premised upon receipt of the proper
2 governmental approvals as required by NRS Chapter 453A. *Id.*

3 Unfortunately, due to the Government Deadlines, the parties to the Purchase Agreement
4 face an extraordinarily tight timeline for becoming operational. **Exhibit 5.** Any delays in the
5 Purchase Agreement going forward or construction on the business sites could lead to non-
6 compliance with the Government Deadlines. **Exhibit 5;** *see* Affidavit of Thomas Frank, owner
7 of the lead construction company, attached hereto as **Exhibit 21.**

8 **K. Plaintiffs file the Complaint and PI Motion.**

9 On December 3, 2015, Plaintiffs filed a complaint (“Complaint”). The Complaint asserts
10 the same false allegations set forth in the Jaccarino Demand Letter. The Complaint seeks both
11 declaratory relief (even though the Operating Agreement’s dispute resolution clause prohibits
12 seeking the declaratory relief sought in a district court) and injunctive relief. On December 7,
13 2015, Plaintiffs filed the PI Motion.

14 **III. LEGAL ARGUMENT**

15 NRS 33.010 permits injunctive relief when “the commission or continuance of some act,
16 during the litigation, would produce great or irreparable injury to the plaintiff.” NRS 33.010(2).
17 “Before a preliminary injunction will issue, the applicant must show (1) a likelihood of success
18 on the merits; and (2) a reasonable probability that the non-moving party’s conduct, if allowed to
19 continue, will cause irreparable harm for which compensatory damage is an inadequate remedy.”
20 *Univ. & Cmty. Coll. Sys. of Nevada v. Nevadans for Sound Gov’t*, 120 Nev. 712, 721, 100 P.3d
21 179, 187 (2004) (internal quotations omitted). Additionally, “[i]n considering preliminary
22 injunctions, courts also weigh the potential hardships to the relative parties and others, and the
23 public interest.” *Id.*

24 Here, this Court should deny Plaintiffs’ PI Motion and grant Defendants’ PI
25 Countermotion because: (1) Defendants are likely to succeed on the merits; (2) Defendants, not
26 Plaintiffs, will suffer irreparable harm unless Defendants’ requested injunction is issued; (3) the
27 balance of harms weighs heavily in Defendants’ favor; and (4) public interest favors granting
28 Defendants’ PI Countermotion.

1 **A. Defendants are likely to succeed on the merits.**

2 As discussed below, Defendants are likely to succeed on the merits because: (1) the
3 Goldstein Group *unsuccessfully* expelled Defendants from NuVeda pursuant to the Operating
4 Agreement; (2) the Bady Group *successfully* expelled Mr. Terry and Ms. Goldstein from
5 NuVeda pursuant to the Operating Agreement; and (3) the Bady Group, as the *majority* interest
6 holders, are expressly authorized to sell NuVeda's assets under both the Operating Agreement
7 and Nevada law.

8 **1. The Goldstein Group unsuccessfully expelled Defendants from**
9 **NuVeda.**

10 The Goldstein Group's November 20, 2015 Improper 6.2 Document, which purported to
11 expel Defendants from NuVeda, was ineffectual because it was not done in accordance with the
12 procedures set forth in Section 6.2 of the Operating Agreement. Pursuant to Section 6.2 of the
13 Operating Agreement, a member can only be expelled "upon agreement of the Disinterested
14 Voting Members by a vote of 60% or more of the Disinterested Voting Interests that the
15 expelled member was not acting in the best interest of the Company." **Exhibit 3** at p. 11. The
16 term "Disinterested Voting Members" means "those Members who's [sic] membership in the
17 Company is not then being voted upon." *Id.* The term "Disinterested Voting Interests" means
18 "the total percentage of the Ownership Interests held by the Disinterested Voting Members." *Id.*
19 Although it may seem confusing at first, this procedure is actually a very standard and straight
20 forward practice in corporate governance.

21 For example, the illustration provided in Section 6.2 of the Operating Agreement depicts
22 the procedure for conducting a valid vote to expel. *Id.* The illustration is as follows:

23 If the Members sought to expel Member A, who owned a 20% Voting Interest,
24 the Disinterested Members would be *all Members other than Member A*, and the
vote would require 60% of the 80% Disinterested Voting Interests to carry.

25 *Id.* (emphasis added). The following straightforward mathematical formula shows how to
26 calculate the number needed to expel Member A's interest in the illustration:

27 **$(100-20 \text{ [Member A's interest]}) \times .6 = 48 \text{ [the voting interest needed to expel]}$.**

28 ...

1 Thus, in the above illustration the Disinterested Voting Interests would have to add up to 48
2 percent ownership or higher in order to expel Member A's interest.

3 Here, under the procedure set forth in Section 6.2, the Goldstein Group did not have
4 enough votes to expel Dr. Bady or Dr. Mohajer. As to Dr. Bady, the Goldstein Group fell 0.6%
5 short of having the requisite amount of votes to expel Dr. Bady. Dr. Bady holds a 46.5% interest
6 in NuVeda. **Exhibit 3** at p. 23. Thus, when the Goldstein Group attempted to expel Dr. Bady,
7 the "Disinterested Voting Interests" totaled 53.5%: $(100\% - 46.5\% = 53.5\%)$. Therefore, to carry
8 a vote for expulsion, the Goldstein Group needed 60% of the remaining 53.5% (the
9 "Disinterested Voting Interests") to vote in favor of expelling Dr. Bady. 60% of the remaining
10 53.5% equates to 32.1% $(53.5\% \times 0.6 = 32.1\%)$. However, only 31.5% of the "Disinterested
11 Voting Interests" voted in favor of expelling Dr. Bady. Specifically, the following members
12 voted to expel Dr. Bady: Shane Terry (21% interest), Jennifer Goldstein (7% interest), Ryan
13 Winmill (1.75% interest), and John Penders (1.75% interest) $(21\% + 7\% + 1.75\% + 1.75\% =$
14 $31.5\%)$.² **Exhibit 3** at p. 23; **Exhibit 13** at p. 4. Thus, the Goldstein Group was 0.6% short of a
15 successful vote to expel Dr. Bady $(32.1\% - 31.5\% = 0.6\%)$. Accordingly, because the Goldstein
16 Group did not have enough votes to expel Dr. Bady pursuant to Section 6.2 of the Operating
17 Agreement, Dr. Bady was never removed from NuVeda and still possesses all of the authority
18 vested to him under the Operating Agreement.

19 As to Dr. Mohajer, the Goldstein Group fell 15.9% short of having the requisite amount
20 of votes to expel Dr. Mohajer. Dr. Mohajer holds a 21% interest in NuVeda. **Exhibit 3** at p. 23.
21 Thus, when the Goldstein Group attempted to expel Dr. Mohajer, the "Disinterested Voting
22 Interests" totaled 79%: $(100\% - 21\% = 79\%)$. Therefore, to carry a vote for expulsion, the
23 Goldstein Group needed 60% of the remaining 79% to vote in favor of expelling Dr. Mohajer.
24 60% of the remaining 79% equates to 47.4% $(79\% \times 0.6 = 47.4\%)$. However, only 31.5% of the
25

26 ²Again, these figures assume that every member's interest in NuVeda has fully vested. Defendants
27 adamantly dispute whether Mr. Winmill's and Mr. Penders' interests have fully vested pursuant to Section 2.8 of the
28 Operating Agreement, which would mean that the Goldstein Group had even fewer votes to expel Dr. Bady and Dr. Mohajer. However, Defendants wanted to inform the court that even if every member's interest in NuVeda has fully vested, the Goldstein Group still did not have enough votes to expel Dr. Bady and Dr. Mohajer.

1 “Disinterested Voting Interests” voted in favor of expelling Dr. Bady. Specifically, the following
2 members voted to expel Dr. Mohajer: Shane Terry (21% interest), Jennifer Goldstein (7%
3 interest), Ryan Winmill (1.75% interest), and John Penders (1.75% interest) ($21\% + 7\% + 1.75\%$
4 $+ 1.75\% = 31.5\%$). See **Exhibit 3** at p. 23; **Exhibit 13** at p. 4. Thus, the Goldstein Group was
5 15.9% short of a successful vote to expel Dr. Mohajer ($47.4\% - 31.5\% = 15.9\%$). Accordingly,
6 because the Goldstein Group did not have enough votes to expel Dr. Mohajer pursuant to Section
7 6.2 of the Operating Agreement, Dr. Mohajer was never removed from NuVeda and still
8 possesses all of the authority vested to him under the Operating Agreement.

9 Knowing that they did not have enough votes to expel Dr. Bady and Dr. Mohajer using
10 the proper procedures in Section 6.2, the Goldstein Group attempted to lump Dr. Bady’s and Dr.
11 Mohajer’s ownership interests together so that the Goldstein Group could hold a single vote to
12 expel both Dr. Bady and Dr. Mohajer. In other words, Plaintiffs contend that when Dr. Bady’s
13 46.5% interest and Dr. Mohajer’s 21% interest are lumped together, the “Disinterested Voting
14 Interests” is only 32.5% ($46.5\% + 21\% = 67.5\%$; $100\% - 67.5\% = 32.5\%$), and Plaintiffs only
15 needed 19.5% to vote in favor of Dr. Bady’s and Dr. Mohajer’s expulsion ($32.5\% \times 0.6 = 19.5$).
16 However, Section 6.2 of the Operating Agreement obviously **does not** allow Plaintiffs to lump
17 together the ownership interests of multiple members in order to hold a single vote for expulsion.
18 Indeed, such a scheme would allow for absurd results. For example, if the Goldstein Group’s
19 use of Section 6.2 was proper—that multiple members could be lumped together and expelled in
20 a single vote—then a single member holding a 1% interest (Mr. Kennedy) could vote to expel all
21 other members at the same time, because the single member would hold 100% of the
22 “Disinterested Voting Interests.” This obviously perverts the intent of Section 6.2. Instead,
23 pursuant to Section 6.2, Members can only vote to expel a single member at a time, and the
24 “Disinterested Voting Members” are **all members** other than the single member being voted on.
25 In sum, under the correct procedures in Section 6.2 of the Operating Agreement, the Goldstein

26 ...

27 ...

28 ...

1 Group lacked sufficient votes to successfully expel Dr. Bady and Dr. Mohajer from the NuVeda.
2 Thus, Dr. Bady and Dr. Mohajer were never removed from the Company.³

3 **2. The Bady Group successfully expelled Mr. Terry and Ms. Goldstein from the**
4 **Company.**

5 As explained above, pursuant to Section 6.2 of the Operating Agreement, a member can
6 be expelled “upon agreement of the Disinterested Voting Members by a vote of 60% or more of
7 the Disinterested Voting Interests that the expelled member was not acting in the best interest of
8 the Company.” **Exhibit 3** at p. 11. Given Mr. Terry’s and Ms. Goldstein’s actions leading up to
9 their expulsion, it is clear that the *majority* interest holders had ample cause to expel Mr. Terry
10 and Ms. Goldstein under Section 6.2. *Id.* Indeed, it became clear that Mr. Terry and Ms.
11 Goldstein were not “acting in the best interest of the Company” following: (1) the Jaccarino
12 Demand Letter in which Mr. Terry and Ms. Goldstein made it clear that the *minority* would do
13 everything possible to derail NuVeda’s deal with CW, *see Exhibit 8*; and (2) the Goldstein
14 Group’s failed attempt to seize control of NuVeda by expelling Dr. Bady and Dr. Mohajer, *see*
15 **Exhibit 13.**

16 Further, the Bady Group possessed the requisite votes to expel Mr. Terry and Ms.
17 Goldstein pursuant to Section 6.2 of the Operating Agreement. *See Exhibit 3*, p. 23; **Exhibit 17**;
18 **Exhibit 18.** For example, Ms. Goldstein holds a 7% interest in the Company. **Exhibit 3** at p.
19 23. Thus, when the members voted to expel Ms. Goldstein, the “Disinterested Voting Interests”
20 totaled 93%: (100% - 7% = 93%). Therefore, to carry the vote for expulsion, the members
21 needed 60% of the remaining 93% to vote in favor of expelling Ms. Goldstein, which equals
22 55.8% (93% x 0.6 = 55.8%). Ms. Goldstein was therefore successfully expelled from the
23 NuVeda, because 68.5% of the “Disinterested Voting Interests” voted in favor of her expulsion.
24

25 ³The PI Motion sets forth wild and unsupported accusations of wrongdoing on the part of Dr. Bady. Dr.
26 Bady adamantly denies these accusations. Moreover, the accusations of wrongdoing contained within the PI Motion
27 are completely immaterial to the present Motion and Countermotion, because it is undisputed that the Goldstein
28 Group did not follow the expulsion procedures in Section 6.2 of the Operating Agreement for expelling Members.
In other words, even if the accusations in the PI Motion were correct—which they certainly are not—Plaintiffs
cannot overcome the fact that the Goldstein Group never had enough votes to expel Dr. Bady and Dr. Mohajer under
the Operating Agreement.

Exhibit 18. Specifically, the following members voted to expel Ms. Goldstein: Dr. Bady (46.5% interest), Dr. Mohajer (21% interest), and Joe Kennedy (1% interest) (46.5% + 21% + 1% = 68.5%). *See Exhibit 3, p. 23; Exhibit 18.* Thus, Ms. Goldstein was successfully expelled from the NuVeda under the express terms of the Operating Agreement.

The same is true for Mr. Terry. Mr. Terry holds a 21% interest in the NuVeda. **Exhibit 3, p. 23.** Thus, when the members voted to expel Mr. Terry, the “Disinterested Voting Interests” totaled 79% (100% - 21% = 79%). Therefore, to carry the vote for expulsion, the members needed 60% of the remaining 79% to vote in favor of expelling Mr. Terry, which equals 47.4% (79% x 0.6 = 47.4%). Mr. Terry was therefore successfully expelled from the NuVeda, because 68.5% voted in favor of his expulsion. **Exhibit 17.** Specifically, the following members voted to expel Mr. Terry: Dr. Bady (46.5% interest), Dr. Mohajer (21% interest), and Joe Kennedy (1% interest) (46.5% + 21% + 1% = 68.5%). *See Exhibit 3, p.23; Exhibit 17.* Thus, Mr. Terry was successfully expelled from NuVeda under the express terms of the Operating Agreement.

3. The current members have the authority to sell NuVeda’s assets.

Contrary to Mr. Terry’s and Ms. Goldstein’s assertions, the current members have the authority to sell NuVeda’s assets under both the Operating Agreement and Nevada law.

a) The Operating Agreement authorizes the sale of NuVeda’s assets.

Section 4.2 of the Operating Agreement states in relevant part:

Authority to Bind the Company. Notwithstanding the foregoing, no Member without a majority vote consisting of 60% of the Voting Members’ interest in the Company, Shall have the authority to engage in the following transactions:

...
(f) The sale, exchange or other disposition of all, or substantially all, of the Company’s assets occurring as part of a single transaction or plan, or in multiple transactions over a six month period, except in the orderly liquidation and winding up of the business of the Company upon its duly authorized dissolution.

Exhibit 3, p. 7 (emphasis added). Thus, pursuant to Section 4.2 of the Operating Agreement, NuVeda’s assets can be sold upon “a majority vote consisting of 60% of the Voting Members’ interest in the Company.” *Id.*

...

Here, the Purchase Agreement entered into between the NuVeda and CW is authorized under Section 4.2 of the Operating Agreement. NuVeda currently holds two assets: (1) a 100% ownership interest in an entity known as Clark LLC; and (2) a 100% ownership interest in an entity known as Nye LLC. **Exhibit 2.** Clark LLC and Nye LLC are the entities that hold the Medical Marijuana Licenses. **Exhibit 1.** Pursuant to the Purchase Agreement, NuVeda is selling these two assets, Clark LLC and Nye LLC, to CW. **Exhibit 20**, pp. 2-3. Upon completion of the sale, these two assets will be formed into a new entity known as CWNV, which will be owned 35% by NuVeda and 65% by CW. *Id.* This sale of NuVeda's assets complies with Section 4.2 of the Operating Agreement, because it was approved of by over 60% of NuVeda's interest holders. *Id.*

Plaintiffs' argument—that NuVeda's deal with CW is prohibited under Section 6.3 of the Operating Agreement—is without merit. *See* PI Motion at pp. 15-16. Based on its plain and unambiguous terms, Section 6.3 has absolutely no application to the Purchase Agreement approval. Under Section 6.3, an **individual member** must get unanimous consent if the **individual member** is selling his or her interest in NuVeda. **Exhibit 3**, pp. 11-12. For example, if Mr. Kennedy wished to sell his 1% interest in NuVeda to a third party, he would have to get unanimous consent from the other Members. Thus, Section 6.3 has no application to the Purchase Agreement, because under the Purchase Agreement, none of NuVeda's members are selling their interest in NuVeda to a third party. Instead, under the Purchase Agreement, NuVeda is selling NuVeda's assets, Clark LLC and Nye LLC, to CW. In other words, once the deal with CW is complete, all of NuVeda's members will retain the same percentage of ownership in NuVeda. The only change will be that *NuVeda* will now own 35% of the newly formed CWNV. **Exhibit 20.** Accordingly, Plaintiffs' arguments regarding Section 6.3 of the purchase agreement are without merit.

b) Nevada law authorizes the sale of NuVeda's assets.

The PI Motion argues that Nevada law prohibits the sale of NuVeda's assets. *See* PI Motion at pp. 15-16 (citing an outdated version of NRS 453A.334). However, Plaintiffs fail to ...

1 inform the court that NRS 453A.334 was recently amended to expressly authorize the type of
2 asset sale the Purchase Agreement contemplates.

3 Effective October 1, 2015, NRS 453A.334 was amended to state as follows:

4 1. **Except as otherwise provided in subsection 2**, the following
5 are nontransferable:

- 6 (a) A medical marijuana establishment agent registration card.
7 (b) A medical marijuana establishment registration certificate.

8 2. **A medical marijuana establishment may transfer all or any**
9 **portion of its ownership to another party, and the Division**
10 **shall transfer the medical marijuana establishment registration**
11 **certificate issued to the establishment to the party acquiring**
12 **ownership, if the party who will acquire the ownership of the**
13 **medical marijuana establishment submits:**

14 (a) Evidence satisfactory to the Division that the party has
15 complied with the provisions of sub-subparagraph (III) of
16 subparagraph (2) of paragraph (a) of subsection 3 of NRS
17 453A.322 for the purpose of operating the medical marijuana
18 establishment.

19 (b) For the party and each person who is proposed to be an
20 owner, officer or board member of the proposed medical
21 marijuana establishment, the name, address and date of birth of
22 the person, a complete set of the person's fingerprints and
23 written permission of the person authorizing the Division to
24 forward the fingerprints to the Central Repository for Nevada
25 Records of Criminal History for submission to the Federal
26 Bureau of Investigation for its report.

27 (c) Proof satisfactory to the Division that, as a result of the
28 transfer of ownership, no person, group of persons or entity
will, in a county whose population is 100,000 or more, hold
more than one medical marijuana establishment registration
certificate or more than 10 percent of the medical marijuana
establishment registration certificates allocated to the county,
whichever is greater.

22 SB 276, § 2 (2015) (emphasis added). Thus, pursuant to NRS 453A.334(2), NuVeda is
23 authorized to transfer its ownership interest in Clark LLC and Nye LLC to CW, as long as the
24 transfer is approved pursuant to NRS 453A.334(2)(a)-(c).

25 Here, the Purchase Agreement explicitly states that the sale is contingent upon the parties
26 getting "all required state and local approvals from the State of Nevada, Clark County, and Nye
27 County." **Exhibit 20**, p. 2. Accordingly, the sale of NuVeda's assets is authorized under
28 Nevada law.

1 As an important additional note, this Court need not evaluate whether the Purchase
2 Agreement is a “good deal” for NuVeda. In fact, under the business judgment rule, there is “a
3 presumption that in [agreeing to the Purchase Agreement, NuVeda’s majority interest holders]
4 acted on an informed basis, in good faith and in the honest belief that the action taken was in the
5 best interests of the company.” *Shoen v. SAC Holding Corp.*, 122 Nev. 621, 632, 137 P.3d 1171,
6 1178-79 (2006). Instead, this Court only needs to consider the fact that the current members had
7 the authority under Operating Agreement and Nevada law to sell NuVeda’s assets to CW.

8 In sum, Defendants, not Plaintiffs, are likely to succeed on the merits because: (1) the
9 Goldstein Group *unsuccessfully* expelled Defendants from NuVeda pursuant to the Operating
10 Agreement; (2) the Bady Group *successfully* expelled Mr. Terry and Ms. Goldstein from
11 NuVeda pursuant to the Operating Agreement; and (3) the Bady Group, as the *majority* interest
12 holders, are expressly authorized to sell NuVeda’s assets under both the Operating Agreement
13 and Nevada law.

14 **B. Plaintiffs will not suffer any harm as a result of NuVeda’s deal with CW**

15 “A preliminary injunction is available when the moving party can demonstrate that the
16 nonmoving party’s conduct, if allowed to continue, will cause irreparable harm for which
17 compensatory relief is inadequate.” *Boulder Oaks Cmty. Ass’n v. B & J Andrews Enterprises,*
18 *LLC*, 125 Nev. 397, 403, 215 P.3d 27, 31 (2009).

19 Plaintiffs argue that they will suffer irreparable harm if NuVeda is allowed to sell its
20 assets, because such a sale would result in the revocation of the Medical Marijuana Licenses.
21 See PI Motion, pp. 19-20. As support for this argument, Plaintiffs cite to an outdated version of
22 NRS 453A.334, which prohibited the transfer of medical marijuana licenses. *Id.* However, as
23 explained above: (1) NRS 453A.334 was recently amended to explicitly authorize the transfer of
24 medical marijuana licenses upon government approval; and (2) the Purchase Agreement is
25 expressly contingent upon the parties obtaining “all required state and local approvals from the
26 State of Nevada, Clark County, and Nye County.” SB 276, § 2 (2015); **Exhibit 20**, p. 2. Thus,
27 there is absolutely no threat of the Medical Marijuana Licenses being revoked.

28 . . .

1 To be sure, Plaintiffs will not suffer any harm if Plaintiffs' PI Motion is denied.
2 Plaintiffs are still entitled to compensation for the fair market value of their ownership interests
3 in NuVeda. *See Exhibit 3*, p. 11 (stating that upon expulsion, a member is to be compensated for
4 the fair market value of member's interest in NuVeda). This has not and should not change.
5 Thus, by denying Plaintiffs' request for a preliminary injunction, Mr. Terry and Ms. Goldstein
6 will simply be denied the right to control the NuVeda's operation; a right that Mr. Terry and Ms.
7 Goldstein never had as *minority* interest holders.

8 **C. Defendants will suffer irreparable harm if Mr. Terry and Ms. Goldstein are**
9 **allowed to continue to interfere with NuVeda's operation.**

10 As explained above, NuVeda and CW are on an extremely tight schedule to become
11 operational within the Government Deadlines. **Exhibit 4; Exhibit 5; Exhibit 21.** If the parties
12 are delayed by even a week or more, these deadlines will not be met and the whole operation will
13 fail. Through the Jaccarino Demand Letter, the Goldstein Group's failed attempt to expel Dr.
14 Bady and Dr. Mohajer, and initiation of the current litigation, it has become clear that Mr. Terry
15 and Ms. Goldstein will do anything to subvert the deal between NuVeda and CW even if they
16 ultimately lose any value in NuVeda and are left nothing more than the carcass of a dead
17 company. Accordingly, unless Mr. Terry and Ms. Goldstein are enjoined from interfering with
18 NuVeda's operations, Defendants will suffer irreparable harm because any further delay will
19 likely result in NuVeda being unable to operate in any capacity.

20 **D. The balance of harms weighs heavily in favor of denying Plaintiffs' PI**
21 **Motion and granting Defendants' PI Countermotion.**

22 Plaintiffs will not suffer any harm if this Court denies Plaintiffs' PI Motion and grants
23 Defendants' PI Countermotion. Such is the case as doing so will simply prevent Mr. Terry and
24 Ms. Goldstein from controlling NuVeda's operation, something that Mr. Terry and Ms.
25 Goldstein never had the authority to do as minority interest holders.

26 In contrast, Defendants will suffer catastrophic harm if this Court grants Plaintiffs'
27 Motion for a Preliminary Injunction. Such an injunction will cause significant delay, and will
28 prevent CW and NuVeda from becoming operational within the Government Deadlines,

1 resulting in the revocation of the Medical Marijuana Licenses. Such a scenario would result in
2 the complete collapse of NuVeda, leaving those with an interest in NuVeda, including Mr. Terry
3 and Ms. Goldstein, with nothing more than pile of unpaid debts.

4 **E. Public interest favors denying Plaintiffs' PI Motion and granting**
5 **Defendants' PI Countermotion.**

6 The purpose of legalizing medical marijuana is to provide members of the public
7 suffering from terminal illness with a form of treatment and relief. *See Qualified Patients Ass'n*
8 *v. City of Anaheim*, 187 Cal. App. 4th 734, 744, 115 Cal. Rptr. 3d 89, 94 (2010). Thus, public
9 policy favors denying Plaintiffs' PI Motion and granting Defendants' PI Countermotion, because
10 any further delay will prevent NuVeda and CW from becoming operational within the
11 Government Deadlines, resulting in the revocation of NuVeda's medical marijuana licenses.
12 This will seriously restrict the public's supply of medical marijuana, especially considering that
13 only a handful of entities were granted medical marijuana licenses.

14 **F. Plaintiffs should be required to post a substantial bond**

15 If this Court is inclined to grant Plaintiffs' PI Motion, Plaintiffs must be required to post a
16 substantial bond given the value of the assets and loss of business opportunities. Such is the case
17 as the delay caused by a preliminary injunction will likely result in NuVeda and CW failing to
18 meet the Government Deadlines and the revocation of NuVeda's medical marijuana licenses.

19 **IV. CONCLUSION**

20 In this corporate control dispute the tail should not wag the dog. A disgruntled minority
21 cannot be permitted to supersede the majority decisions which satisfy the business judgment rule
22 and work for the best interest of NuVeda. Plaintiffs cannot overcome the fact that the *majority*
23 interest holders had express authority to sell NuVeda's assets under the Operating Agreement
24 and Nevada law. As such, Defendants are likely to succeed on the merits. Further, Plaintiffs
25 will not suffer irreparable harm. By denying Plaintiffs' request for a preliminary injunction, Mr.
26 Terry and Ms. Goldstein will simply be denied the right to control the NuVeda's operation; a
27 right that Mr. Terry and Ms. Goldstein never had as *minority* interest holders.

28 ...

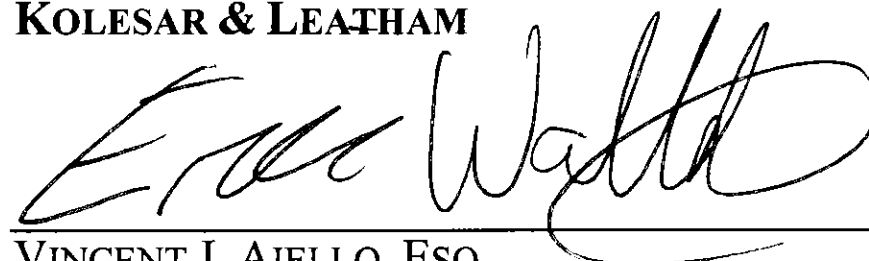
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For the reasons stated above, Plaintiffs' PI Motion should be denied and Dr. Bady's PI Counter-Motion granted.

DATED this 14th day of December, 2015.

KOLESAR & LEATHAM

By



VINCENT J. AIELLO, ESQ.

Nevada Bar No. 007970

MATTHEW T. DUSHOFF, ESQ.

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Nevada Bar No. 013611

RYAN T. GORMLEY, ESQ.

Nevada Bar No. 013494

400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145

Attorneys for Defendant
PEJMAN BADY

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 14th day of December, 2015, I caused to be served a true and correct copy of foregoing PERJMAN BADY'S OPPOSITION TO PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION AND APPLICATION ON ORDER SHORTENING TIME in the following manner:

Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.



An Employee of KOLESAR & LEATHAM

EXHIBIT “1”

EXHIBIT “1”

STATE OF NEVADA

BRIAN SANDOVAL
Governor

ROMAINE GILLILAND
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

November 3, 2014

Shane Terry
Clark NMSD, LLC OBA NuVeda
4575 Dean Martin Drive #1401,
Las Vegas, NV 89103

Application Identifier : D 186
Ref.#:25025985357868237824

Dear Clark NMSD, LLC OBA Nu Veda,

The State of Nevada , Division of Public and Behavioral Health has completed the application evaluation process for medical marijuana establishment registration certificates. This letter is to inform you of the intent to approve your application for Clark NMSD, LLC OBA NuVeda, a Dispensary establishment at 1320 S 3rd Street in the LAS VEGAS local jurisdiction. Please note this letter only applies to this establishment. If you submitted multiple applications, you will receive a separate notification letter for each one. Final approval will occur when the applicant has:

1. Provided documentation to the Division issued by the local jurisdiction to the establishment authorizing occupancy of the building as a medical marijuana establishment such as a certificate of occupancy, a special use permit or a conditional use permit.
2. Provided documentation to the Division regarding successful inspections issued from fire, building, health and air quality.
3. Provided documentation to the Division of successful pre-opening inspection findings done by the Division.
4. Provided complete and verified agent card information to the Division for all owners, officers, board members and employees of the medical marijuana establishment.
5. Paid the applicable fees for the issuance of a medical marijuana registration certificate
6. Provided confirmation that a state business license has been acquired.
7. Provided confirmation that local business licensing and zoning permits have been acquired.

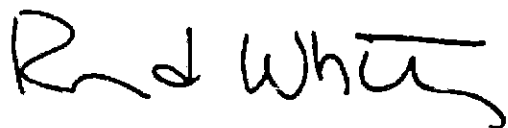
Per NRS 453A.326 , certificates are considered provisional until the establishment is in compliance with all applicable local governmental requirements, and has received a state business license to operate the establishment. NAC 453A.324 allows the Division to revoke the provisional certificate if a medical marijuana establishment is not fully operational within 18 months of receiving it.

Shane Terry will be contacted soon to discuss the details of the provisional certification. When the approvals to operate listed above are fulfilled, Clark NMSD, LLC DBA NuVeda will receive a certificate to operate as a medical marijuana establishment.

Note: Provisional certification resulting from this notification shall not become effective until approved by the Division of Public & Behavioral Health.

Please do not hesitate to e-mail the Division with any questions or concerns you may have at medicalmarijuana@health.nv.gov. Thank you.

Sincerely,

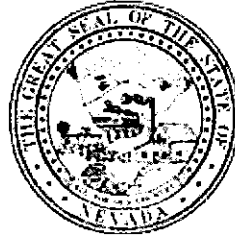
A handwritten signature in black ink, appearing to read "Rd Whitley".

Richard Whitley MS, Administrator
Division of Public & Behavioral Health
Medical Marijuana Establishment Program

STATE OF NEVADA

BRIAN SANDOVAL
Governor

ROMAINE GILLILAND
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH**

November 3, 2014

Shane Terry
Clark NMSD, LLC DBA Nu Veda
4575 Dean Martin Drive #1401
Las Vegas, NV 89103

Application Identifier: D 187
Ref. #: 94090342955467020377

Dear Clark NMSD, LLC DBA Nu Veda,

The State of Nevada, Division of Public and Behavioral Health has completed the application evaluation process for medical marijuana establishment registration certificates. This letter is to inform you of the intent to approve your application for Clark NMSD, LLC DBA NuVeda, a Dispensary establishment at 2113 N. Las Vegas Boulevard in the NORTH LAS VEGAS local jurisdiction. Please note this letter only applies to this establishment. If you submitted multiple applications, you will receive a separate notification letter for each one. Final approval will occur when the applicant has:

1. Provided documentation to the Division issued by the local jurisdiction to the establishment authorizing occupancy of the building as a medical marijuana establishment such as a certificate of occupancy, a special use permit or a conditional use permit.
2. Provided documentation to the Division regarding successful inspections issued from fire, building, health and air quality.
3. Provided documentation to the Division of successful pre-opening inspection findings done by the Division.
4. Provided complete and verified agent card information to the Division for all owners, officers, board members and employees of the medical marijuana establishment.
5. Paid the applicable fees for the issuance of a medical marijuana registration certificate
6. Provided confirmation that a state business license has been acquired.
7. Provided confirmation that local business licensing and zoning permits have been acquired.

Per NRS 453A.326, certificates are considered provisional until the establishment is in compliance with all applicable local governmental requirements, and has received a state business license to

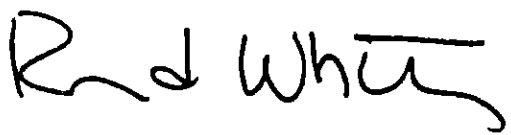
operate the establishment. NAC 453A.324 allows the Division to revoke the provisional certificate if a medical marijuana establishment is not fully operational within 18 months of receiving it.

Shane Terry will be contacted soon to discuss the details of the provisional certification. When the approvals to operate listed above are fulfilled, Clark NMSD, LLC OBA NuVeda will receive a certificate to operate as a medical marijuana establishment.

Note: Provisional certification resulting from this notification shall not become effective until approved by the Division of Public & Behavioral Health.

Please do not hesitate to e-mail the Division with any questions or concerns you may have at medicalmarijuana@health.nv.gov. Thank you.

Sincerely,

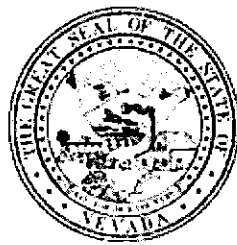
A handwritten signature in black ink, appearing to read "Rd Whitley". The signature is fluid and cursive, with the first name "Richard" abbreviated as "Rd" and the last name "Whitley" written in a stylized script.

Richard Whitley MS, Administrator
Division of Public & Behavioral Health
Medical Marijuana Establishment Program

STATE OF NEVADA

BRIAN SANDOVAL
Governor

ROMAINE GILLILAND
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH**

November 3, 2014

Shane Terry
Nye Natural Medicinal Solutions, LLC
4575 Dean Martin Drive #1401
Las Vegas, NV 89103

Application Identifier: C166
Ref #: 40733091629454751109

Dear Nye Natural Medicinal Solutions, LLC,

The State of Nevada, Division of Public and Behavioral Health has completed the application evaluation process for medical marijuana establishment registration certificates. This letter is to inform you of the intent to approve your application for Nye Natural Medicinal Solutions, LLC, a Cultivation establishment at 2801 E. Thousandaire Blvd. in the NYE local jurisdiction. Please note this letter only applies to this establishment. If you submitted multiple applications, you will receive a separate notification letter for each one. Final approval will occur when the applicant has:

1. Provided documentation to the Division issued by the local jurisdiction to the establishment authorizing occupancy of the building as a medical marijuana establishment such as a certificate of occupancy, a special use permit or a conditional use permit.
2. Provided documentation to the Division regarding successful inspections issued from fire, building, health and air quality.
3. Provided documentation to the Division of successful pre-opening inspection findings done by the Division.
4. Provided complete and verified agent card information to the Division for all owners, officers, board members and employees of the medical marijuana establishment.
5. Paid the applicable fees for the issuance of a medical marijuana registration certificate
6. Provided confirmation that a state business license has been acquired.
7. Provided confirmation that local business licensing and zoning permits have been acquired.

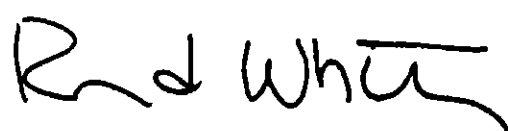
Per NRS 453A.326, certificates are considered provisional until the establishment is in compliance with all applicable local governmental requirements, and has received a state business license to operate the establishment. NAC 453A.324 allows the Division to revoke the provisional certificate if a medical marijuana establishment is not fully operational within 18 months of receiving it.

Shane Terry will be contacted soon to discuss the details of the provisional certification. When the approvals to operate listed above are fulfilled, Nye Natural Medicinal Solutions, LLC will receive a certificate to operate as a medical marijuana establishment.

Note: Provisional certification resulting from this notification shall not become effective until approved by the Division of Public & Behavioral Health.

Please do not hesitate to e-mail the Division with any questions or concerns you may have at medicalmarijuana@health.nv.gov. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Rd Whitley". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Richard Whitley MS, Administrator
Division of Public & Behavioral Health
Medical Marijuana Establishment Program

STATE OF NEVADA

BRIAN SANDOVAL
Governor

ROMAINE GILLILAND
Director



RICHARD WHITLEY, MS
Administraror

TRACEY D. GREEN, MD
Chief Medical Officer

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH**

November 3, 2014

Shane Terry
Nye Natural Medicinal Solutions, LLC dba Nu Veda
4575 Dean Martin Drive #1401
Las Vegas, NV 89103

Application Identifier: P107
Ref #: 91604693916166507699

Dear Nye Natural Medicinal Solutions, LLC dba Nu Veda,

The State of Nevada, Division of Public and Behavioral Health has completed the application evaluation process for medical marijuana establishment registration certificates. This letter is to inform you of the intent to approve your application for Nye Natural Medicinal Solutions, LLC dba NuVeda, a Production establishment at 2801 E. Thousandaire Blvd. in the NYE local jurisdiction. Please note this letter only applies to this establishment. If you submitted multiple applications, you will receive a separate notification letter for each one. Final approval will occur when the applicant has:

1. Provided documentation to the Division issued by the local jurisdiction to the establishment authorizing occupancy of the building as a medical marijuana establishment such as a certificate of occupancy, a special use permit or a conditional use permit.
2. Provided documentation to the Division regarding successful inspections issued from fire, building, health and air quality.
3. Provided documentation to the Division of successful pre-opening inspection findings done by the Division.
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Per NRS 453A.326, certificates are considered provisional until the establishment is in compliance with all applicable local governmental requirements, and has received a state business license to

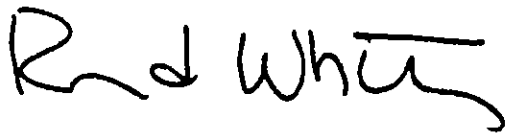
operate the establishment. NAC 453A.324 allows the Division to revoke the provisional certificate if a medical marijuana establishment is not fully operational within 18 months of receiving it.

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Please do not hesitate to e-mail the Division with any questions or concerns you may have at medicalmarijuana@health.nv.gov. Thank you .

Sincerely,

A handwritten signature in black ink, appearing to read "Rd Whitley". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Richard Whitley MS, Administrator
Division of Public & Behavioral Health
Medical Marijuana Establishment Program

EXHIBIT “2”

EXHIBIT “2”

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE
BUSINESS LICENSE APPLICATION OF:

CLARK NMSD LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0198882014-1

FOR THE FILING PERIOD OF APR, 2014 TO APR, 2015

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

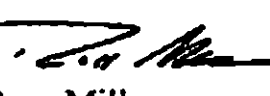
- ☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number
	20140501093-45
	Filing Date and Time
	07/11/2014 11:19 AM
	Entity Number
	E0198882014-1

(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

- ☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

NAME NUVEDA, LLC	MANAGER OR MANAGING MEMBER		
ADDRESS 848 N. RAINBOW BLVD. #1019, USA	CITY LAS VEGAS	STATE NV	ZIP CODE 89107
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

☒ SANDRA KINDLER

Title

REGISTERED AGENT

Date

7/11/2014 11:19:47 AM

Signature of Manager, Managing Member or
Other Authorized Signature

Nevada Secretary of State List Man/Mem
Revised: 8-8-13

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE
BUSINESS LICENSE APPLICATION OF:

NYE NATURAL MEDICINAL SOLUTIONS LLC
NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0198022014-9

FOR THE FILING PERIOD OF APR, 2014 TO APR, 2015


USE BLACK INK ONLY - DO NOT HIGHLIGHT

YOU MAY FILE THIS FORM ONLINE AT www.nvsliverflume.gov

- ☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- 1 Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- 2 If there are additional managers or managing members, attach a list of them to this form.
- 3 Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- 4 State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- 5 Make your check payable to the Secretary of State.
- 6 **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- 7 Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- 8 Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20140500734-86 Filing Date and Time 07/11/2014 10:20 AM Entity Number E0198022014-9
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(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE \$125.00 LATE PENALTY \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

- ☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes

001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME NUVEDA, LLC	MANAGER OR MANAGING MEMBER		
ADDRESS 848 N. RAINBOW BLVD. #1019, USA	CITY LAS VEGAS	STATE NV	ZIP CODE 89107
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X SANDRA KINDLER

Title

REGISTERED AGENT

Date

7/11/2014 10:20:43 AM

Signature of Manager, Managing Member or
Other Authorized Signature

Nevada Secretary of State List ManOrMem
Revised: 8-8-13

EXHIBIT “3”

EXHIBIT “3”

NuVeda, LLC

Operating Agreement

July 9, 2014

Operating Agreement For NuVeda, LLC

A Nevada Limited Liability Company

This Operating Agreement (the "Agreement") is made effective as of July 9, 2014 (the "Effective Date"), by and among and those persons identified in Exhibit A (collectively, the "Members").

In consideration of the mutual covenants and conditions herein, the Members agree as follows:

ARTICLE I

ORGANIZATION

1.1 Formation and Qualification. The Members have formed NuVeda, LLC ("NUVEDA"), a limited liability company (the "Company") under the Nevada Limited Liability Company Act (currently Chapter 86 of the Nevada Restated Statutes) (the "Act") by filing Articles of Organization with the Nevada Secretary of State.

1.2 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada, including the Nevada Limited Liability Company Act, (the "Act") as amended from time to time, without regard to Nevada's conflicts of laws principles. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that any provision of this Agreement is inconsistent with any provision of the Act, this Agreement shall govern to the extent permitted by the Act.

1.3 Name. The name of the Company shall be "NUVEDA, LLC." The business of the Company may be conducted under that name or, on compliance with applicable laws, any other name that the Voting Members deem appropriate or advisable. The Voting Members on behalf of the Company shall file any certificates, articles, fictitious business name statements and the like, and any amendments and supplements thereto, as the voting Members consider appropriate or advisable.

1.4 Term. The term of the Company commenced on the filing of the Articles of Organization and shall be perpetual unless dissolved as provided in this Agreement.

1.5 Office and Agent. The principal office of the Company shall be at such place or places of business within or without the State of Nevada as the Voting Members may determine. The Company shall continuously maintain a registered agent in the State of Nevada as required by the Act. The registered agent shall be as stated in the Certificate or as otherwise determined by the Voting Members.

1.6 Purpose of Company. The purpose of the Company is to engage in all lawful activities, including, but not limited to the following activities:

The research, design, creation, management, licensing, advising and consulting regarding the legal medical marijuana industry, as such matters shall be lawfully allowed under applicable state laws. Such purpose shall be broadly read to include providing management or other professional services to any individual, group or entity that is lawfully licensed, or seeking to become lawfully licensed, under any state statutory scheme providing for the legal cultivation, processing or dispensing of medical marijuana.

ARTICLE II

MEMBERSHIP INTERESTS, VOTING AND MANAGEMENT

Section 2.1 Initial Members. The initial Members of the Company are the Members who are identified in Exhibit A.

Section 2.2 Classification of Membership Interests. The Company shall issue Class A Voting Capital ("Voting Capital"), to the Voting Members (the "Voting Members"). The Voting Members shall have the right to vote upon all matters upon which Members have the right to vote under the Act or under this Agreement, in proportion to their respective Percentage Voting Interest ("Percentage Voting Interest") in the Company. The Percentage Voting Interest of a Voting Member shall be the percentage that is derived when the Member's Voting Capital account is divided by the total of all of the Voting Capital accounts. The Company may decide to issue Class B Nonvoting Capital (the "Nonvoting Capital") to Members who have no voting rights, but have an Ownership Interest, as defined below.

Section 2.3 Ownership Interests. A Member's Ownership Interest ("Ownership Interest") shall be the equity holding a Member has in the Company, which shall determine the Member's rights to profits and other payouts and, where applicable, debts and obligations to or on behalf of the Company. The "Percentage Ownership Interest" of a Voting Member shall be the percentage that is derived when the Member's Ownership Interest is divided by the total of all of the Ownership Interests of all Members. The Members shall have the initial Ownership and Voting Interests in the Company that are identified in Exhibit A, immediately following the making of the capital contributions set forth therein if any.

Section 2.4 Management by Voting Members. The Voting Members shall manage the Company and shall have the right to vote, in their capacity as Managers, upon all matters upon which Managers have the right to vote under the Act or under this Agreement, in proportion to their respective Percentage Voting Interests in the Company. Voting Members need not identify whether they are acting in their capacity as Members or Managers when they act.

The Nonvoting Members shall have no right to vote or otherwise participate in the management of the Company. No Nonvoting Member shall, without the prior written consent of all of the Voting Members, take any action on behalf of, or in the name of, the Company, or enter into any contract, agreement, commitment or obligation binding upon the Company, or perform any act in any way relating to the Company or the Company's assets.

Section 2.5 Voting. Except as otherwise provided or permitted by this Agreement, Voting Members shall in all cases, in their capacity as Members or Managers of the Company, act collectively, and, unless otherwise specified or permitted by this Agreement, upon the majority vote of the Voting Members which members establish a quorum as defined in section 4.6 of this Agreement. Except as otherwise provided or permitted by this Agreement, no Voting Member acting individually, in his capacity as a Member or Manager of the Company, shall have any power or authority to sign for, bind or act on behalf of the Company in any way, to pledge the Company's credit, or to render the Company liable for any purpose.

Unless the context requires otherwise, in this Agreement, the terms "Member" or "Members," without the qualifiers "Voting" or "Nonvoting," refer to the Voting and Nonvoting Members collectively; and the terms "Manager" or "Managers" refers to the Voting Members.

Section 2.6 Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities

of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 2.7 New Members. The Voting Members may issue additional Voting Capital, or reallocate the Ownership Interests among the Members, and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his or her required capital contribution, if any; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto; and (iv) delivers such additional documentation as the Voting Members shall reasonably require to so admit such new Member to the Company.

Upon the admission of a new Member or Members, as the case may be, to the Company, the capital accounts of Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately.

Section 2.8 Vesting Schedule. The Voting and Ownership Interests of Joseph Kennedy shall become fully vested upon his provision of credit of three million dollars (\$3,000,000.00) or more on terms satisfactory to the Company. Once such terms are agreed to, Kennedy shall immediately and automatically vest in his entire Voting and Ownership Interests as set forth in Exhibit A. The Voting and Ownership Interests of Penders and Winmill are stated as a total possible, and are each subject to vesting upon the successful conclusion of each full calendar from the date hereof year as follows: Penders and Winmill shall each immediately vest in one-quarter of a percent (.25%) upon execution of this Operating Agreement. Subject to Penders and Winmill's continued provision of services in a manner satisfactory to the reasonable professional standards of a majority of the Voting Members, each shall vest in Voting and Ownership Interests at the rate of point one eight seven five of a percent (.1875%) at the conclusion of the first full calendar year, and an additional point four three seven five of a percent (.4375%) per annum for the following three (3) years. Such vesting shall be subject to the terms of the Vesting and Acceleration Agreement. Prior to them becoming vested, all Winmill and Penders unvested Voting and Ownership Interests percentages shall be allocated evenly between Pouya Mohajer and Shane Terry, assuming their continued Membership with the Company, otherwise allocated among all Voting Members in proportion to each Member's Voting and Ownership Interest percentage, to ensure a total of 100% of the Voting and Ownership Interests are allocated at all times ("Allocated Unvested Shares"). As Penders and Winmill vest in the Allocated Unvested Shares, they shall immediately and automatically be reallocated to Penders and Winmill.

With regard to any Ownership Interests granted by the Company after the execution of this Operating Agreement, such Ownership Interests shall be reallocated from existing Members as follows: all such interests shall be subtracted from the Ownership Interest of Pej Bady until such time Bady's Ownership Interest has been reduced to thirty-eight percent (38%). In the event any further or more Ownership Interests are granted by the Company, such Ownership Interests shall be sourced by taking a proportional share of the dilutable Ownership Interests of the Members. All Members whose Ownership Interests are dilutable shall have their Ownership Interest percentages reduced in proportion to their Ownership Interests relative to all other dilutable Members' Ownership Interests. Ownership Interests designated as nondilutable will not decrease.

With regard to any Voting Interests granted by the Company after the execution of this Operating Agreement, such Voting Interests shall be reallocated from existing Members as follows: all such interests shall be subtracted in equal parts from the Voting Interests of Pouya Mohajer and Shane

Terry until such time Mohajer and Terry's respective Ownership Interests have been reduced to nineteen percent (19%). In the event any further or more Voting Interests are granted by the Company, such Voting Interests shall be sourced by taking a proportional share of the dilutable Voting Interests of the Members. All Members whose Voting Interests are dilutable shall have their Voting Interest percentages reduced in proportion to their Ownership Interests relative to all other dilutable Members' Voting Interests. Voting Interests designated as nondilutable will not decrease.

Section 2.9 Anti-Dilution. Certain of the Members' Ownership Interests will be denoted as being non-dilutable. In the event the Company issues additional Ownership Interests, or reallocates Ownership Interests among the Members (either, a "Dilutive Transaction"), the Non-dilutable Ownership Interests shall remain constant as a percentage of the total outstanding Ownership Interests before and after the Dilutive Transaction.

ARTICLE III CAPITAL ACCOUNTS

3.1 Capital Accounts. A separate capital account shall be maintained for each Member's ownership interest in Class A Voting Capital (the "Voting Capital Account") and Class B Nonvoting Capital (the "Nonvoting Capital Account").

The capital account of each Member shall be increased by (i) the amount of any cash and the fair market value of any property contributed to the Company by such Member (net of any liability secured by such contributed property that the Company is considered to assume or take subject to), (ii) the amount of income or profits allocated to such Member.

The capital account or accounts of each Member shall be reduced by (i) the amount of any cash and the fair market value of any property distributed to the Member by the Company (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to on account of his ownership interest), (ii) the amount of expenses or loss allocated to the Member. If any property other than cash is distributed to a Member, the Capital Accounts of the Members shall be adjusted as if the property had instead been sold by the Company for a price equal to its fair market value and the proceeds distributed.

Guaranteed Payments ("Guaranteed Payments") for salary, wages, fees, payments on loans, approved invoices, rents, etc., may be made to the Members. Guaranteed Payments shall not be deemed to be distributions to the Members on account of their Ownership Interests, and shall not be charged to the Members' capital accounts.

No Member shall be obligated to restore any negative balance in his Capital Account. No Member shall be compensated for any positive balance in his Capital Account except as otherwise expressly provided herein. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2) and shall be interpreted and applied in a manner consistent with such Regulations. The Members agree that the initial Capital Accounts of the Members on the date hereof are as set forth in Exhibit A, or shall be made as such within 30 days of the Effective Date.

3.2 Additional Contributions. If, at any time or times hereafter, the Voting Members

shall determine that additional capital is required by the Company, the Voting Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required and whether such additional capital shall be provided by the Members by way of additional Capital Contributions or by way of loans from Members. No Member shall be obligated, at any time, to guarantee or otherwise assume or become liable for any obligations of the Company or to make any additional Capital Contributions advances or loans to the Company, unless such obligations are specifically accepted and agreed to by such Member.

The capital accounts of the Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately to reflect any transfer of an interest in the Company, distributions, or additional capital contributions.

3.3 Withdrawal and Return of Capital. No Member may withdraw any portion of the capital of the Company, and no Member shall be entitled to the return of any contribution to the capital except upon majority vote of the Voting Members. The return of Capital Contributions shall have priority over any distributions to the members and shall be made within the sole discretion of a majority of the Voting Members.

3.4 Interest on Capital Contributions. Interest on all Capital Contributions made by the Voting Members shall accrue at a rate of 8% from the date of the contribution until fully paid. This shall apply to all contributions made by the Voting Members regardless of the timing of the Capital Contribution. Specifically it is understood that significant sums have been paid or will be paid by the Voting Members in order to effectuate the goals and purposes of the Company. All said contributions shall be repaid in full with interest, as provided for herein, in accordance with the provisions of Section 3.3.

ARTICLE IV

MANNER OF ACTING

4.1 Officers and Agents of the Company. The Voting Members may authorize any Member or Members of the Company, or other individuals or entities, whether or not a Member, to take action on behalf of the Company, as the Voting Members deem appropriate. Any Member may lend money to and receive loans from the Company, act as an employee, independent contractor, lessee, lessor, or surety of the company, and transact any business with the Company that could be carried out by someone who is not a Member; and the Company may receive from or pay to any Member remuneration, in the form of wages, salary, fees, rent, interest, or any form that the Voting Members deem appropriate.

The Voting Members may appoint officers of the Company who, to the extent provided by the Voting Members, may have and may exercise all the powers and authority of the Members or Managers in the conduct of the business and affairs of the Company. The officers of the Company may consist of a President, a Treasurer, a Secretary, or other officers or agents as may be elected or appointed by the Voting Members. The Voting Members may provide rules for the appointment, removal, supervision and compensation of such officers, the scope of their authority, and any other matters relevant to the positions. The officers shall act in the name of the Company and shall supervise its operation, within the scope of their authority, under the direction and management of the Voting Members.

Any action taken by a duly authorized officer, pursuant to authority granted by the Voting Members in accordance with this Agreement, shall constitute the act of and serve to bind the

Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby.

4.2 Authority to Bind the Company. Notwithstanding the foregoing, no Member without a majority vote consisting of 60% of the Voting Members' interest in the Company, shall have the authority to engage in the following transactions:

- (a) Borrowing money in the Company's name;
- (b) Transferring, settling or releasing any claim of the Company, except upon payment in full;
- (c) Mortgaging any of the Company's property, or pledging any property of the Company as security for any loan;
- (d) Selling or leasing any of the Company's property other than in the ordinary course of business;
- (e) Knowingly causing anything to be done whereby any of the Company's property may be subjected to seizure, attachment or forfeiture or the Company's ownership or possession of any such property may be put at risk;
- (f) The sale, exchange or other disposition of all, or substantially all, of the Company's assets occurring as part of a single transaction or plan, or in multiple transactions over a six month period, except in the orderly liquidation and winding up of the business of the Company upon its duly authorized dissolution;
- (g) The merger of the Company with another partnership, corporation, limited liability company or other entity; and
- (h) Agreeing to or executing any check, draft or other evidence of indebtedness of the Company, obligating the Company to pay in the aggregate an amount greater than One Thousand Dollars (\$1,000.00). Notwithstanding the foregoing, the Chief Executive Officer can agree to or execute any check, draft or other evidence of indebtedness of the Company, obligating the Company to pay in the aggregate an amount more than Ten Thousand Dollars (\$10,000.00).

4.3 Meetings of Voting Members. No regular, annual, special or other meetings of Voting Members are required to be held. Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with the Act. Meetings of the Voting Members, for any purpose or purposes, may be called at any time by a majority of the Voting Members, or by the President of the Company, if any. The Voting Members may designate any place as the place of meeting for any meeting of the Voting Members. If no designation is made, the place of meeting shall be the principal place of business of the Company.

4.4 Notice of Meetings. In the event that a meeting of the Voting Members is called,

written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five nor more than sixty business days before the date of the meeting unless otherwise provided, either personally or by mail, by or at the direction of the Members calling the meeting, to each Voting Member. Notice of a meeting need not be given to any Voting Member who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Voting Member.

4.5 Record Date. For the purpose of determining Voting Members entitled to notice of or to vote at any meeting of Voting Members or any adjournment thereof, the date on which notice of the meeting is provided shall be the record date for such determination of the Voting Members. When a determination of Voting Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

4.6 Quorum. Members holding at least 66% of the Voting Capital in the Company represented in person, by telephonic participation, or by proxy, shall constitute a quorum at any meeting of Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Members so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for another meeting, a notice of the adjourned meeting shall be given to each Voting Member. The Voting Members present at a duly organized meeting may continue to transact business only as previously provided on the agenda until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Members whose absence would cause less than a quorum.

4.7 Voting. If a quorum is present, a majority vote of the Voting Members so represented shall be the act of the Members or Managers, unless the vote of a lesser or greater proportion or number is otherwise required by the Act, by the Certificate or by this Agreement.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Profits and Losses. Subject to applicable law and any limitations elsewhere in this Agreement, Profits and Losses, after deducting Guaranteed Payments, shall be allocated among the Members in proportion to their Percentage Ownership Interests. Any special allocations necessary to comply with the requirements set forth in Internal Revenue Code Section 704 and the corresponding Regulations, including, without limitation, the qualified income offset and minimum gain chargeback provisions contained therein, shall be made if the Voting Members deem these actions to be appropriate.

5.2 Distributions. Subject to applicable law and any limitations elsewhere in this Agreement below, the Voting Members shall determine the amount and timing of all distributions of cash, or other assets, by the Company. Except as otherwise provided in this Agreement, all distributions shall be made as follows:

Distributions:

- Eighty percent (80%) of each distribution will be allocated among all of the Members, as follows (the "Distribution Interests"):

Pejman Bady	38%
Pouya Mohajer	25.25%
Shane Terry	25.25%
Jennifer Goldstein	7%
Joseph Kennedy	1*%
John Penders	1.75%
Ryan Winmill	1.75%

and

- Twenty percent (20%) of each distribution shall be allocated to satisfy any contractual obligations owed by the Company to consultants, vendors, advisors or others with whom the Company has an appropriate written agreement providing for such distributions (“Distributions Partners”); in the event less than 20% of the Distribution has been allocated to Distributions Partners, the unallocated percentage shall be allocated to the Members in proportion to their Percentage Distribution Interests.

Except as otherwise provided in this Agreement, the decision as to whether to make distributions shall be within the sole discretion of the Voting Members.

With regard to any Distribution Interests granted by the Company after the execution of this Operating Agreement, such Distribution Interests shall be reallocated from existing Members as follows: all such interests shall be subtracted in equal parts from the Distribution Interests of Pouya Mohajer and Shane Terry until such time Mohajer and Terry’s respective Distribution Interests have been reduced to nineteen percent (19%). In the event any further or more Voting Interests are granted by the Company, such Voting Interests shall be sourced by taking a proportional share of the dilutable Voting Interests of the Members. All Members whose Voting Interests are dilutable shall have their Voting Interest percentages reduced in proportion to their Distribution Interests relative to all other dilutable Members’ Voting Interests. Distribution Interests designated as nondilutable will not decrease.

All such distributions shall be made only to the Members who, according to the books and records of the Company, are the holders of record on the actual date of distribution. The Voting Members may base a determination that a distribution of cash may be made on a balance sheet, profit and loss statement, cash flow statement of the Company or other relevant information. Neither the Company nor the Members shall incur any liability for making distributions.

Vesting Schedule. The Distribution Interests of Joseph Kennedy shall become fully vested upon his provision of credit of three million dollars (\$3,000,000.00) or more on terms satisfactory to the Company. Once such terms are agreed to, Kennedy shall immediately and automatically vest in his entire Distribution Interests as set forth in Exhibit A.

5.3 Form of Distribution. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to

accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

5.4 Non-Compete Agreement. The Members agree that they will not at any time within one (1) year from the earlier of (1) the termination of the Member's Voting Interests for any reason or (2) the termination of this Agreement: directly or indirectly engage in or prepare to engage in, or to have any ownership interest in any business, venture or entity that engages in, or is preparing to engage in, business or activities that directly compete with the services provided by the Company, unless the Member is already engaged in such business or venture at the time this Agreement is entered into, unless such matter is agreed upon in writing by a majority of the disinterested Voting Members. Subject to the foregoing, the departing Member shall only be precluded from competing in any county in which any of the following have occurred: (1) the Company has an in process or pending application; (2) the Company has received licenses to operate any medical marijuana facility; and (3) the Company sells or delivers marijuana and marijuana products (each, a "Competing County"). For purposes of this provision, any county in which the Company's only sale or delivery was related exclusively to Auntie Dolores products shall not be deemed a Competing County unless another provision hereof applies. The other Members may override this provision is by an agreement in writing executed by a majority of the disinterested Voting Members.

ARTICLE VI

TRANSFER AND ASSIGNMENT OF INTERESTS

6.1 Resignation of Membership and Return of Capital. For a period of two (2) years after the Articles of Organization for the Company are filed ("the filing"), no Member may voluntarily resign his membership in the Company, and no Member shall be entitled to any return of capital from the company, except upon the written consent of all of the other Voting Members. During the third year after the filing, a Member may voluntarily resign his membership, but such Member shall be entitled to receive from the Company only the book value of his Ownership Interest, adjusted for profits and losses to the date of resignation, unless otherwise agreed by written consent of all of the other Voting Members. Subsequent to the third year after filing, a Member may voluntarily resign his membership and shall be entitled to receive from the Company the fair market value of his Ownership Interest, adjusted for profits and losses to the date of resignation. Fair market value may be determined informally by unanimous agreement of all of the Voting Members, including the resigning Member. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the resigning Member is entitled. The other Voting Members may elect, by written notice that is provided to the resigning Member within thirty (30) days after the resignation date, for the Company to purchase the resigning Member's Interest (whether the interest is being purchased at book value or fair market value) in four (4) equal annual installments, with the first installment

being due sixty (60) days after the Member's resignation.

6.2 Expulsion or Death of a Member. A Member's interest in the Company may be terminated or expelled only upon agreement of the Disinterested Voting Members by a vote of 60% or more of Disinterested Voting Interests. Expulsion may only be made by a majority vote of 60% or more of the Disinterested Voting Interests that the expelled member was not acting in the best interest of the Company or was otherwise acting in a manner that was contrary to the purpose of the Company. For purposes of this provision, the "Disinterested Voting Members" shall be those Members who's membership in the Company is not then being voted upon, and "Disinterested Voting Interests" shall be the total percentage of the Ownership Interests held by the Disinterested Voting Members. By means of example only, if the Members sought to expel Member A, who owned a 20% Voting Interest, the Disinterested Voting Members would be all Members other than Member A, and the vote would require 60% of the 80% Disinterested Voting Interests to carry. In order to terminate a Member's interest a meeting of the Voting Members must be held in accordance with the provisions of Section 4.3.

Upon the expulsion or death of a Member, the Member's successor-in-interest, estate or beneficiary or beneficiaries, as the case may be, shall be entitled to receive from the Company, in exchange for all of the former Member's Ownership Interest, the fair market value of that Member's Ownership Interest, adjusted for profits and losses to the date of the expulsion or death. Fair market value may be determined informally by a unanimous good-faith agreement of all of the Voting Members. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the former Member or the former Member's successor-in-interest, estate or beneficiary or beneficiaries is or are entitled. The Voting Members may elect, by written notice that is provided to the expelled or deceased Member's successor-in-interest, estate or beneficiary or beneficiaries, within thirty (30) days after the Member's expulsion or death, to purchase the former Member's Ownership Interest over a one-year (1 year) period, in four (4) equal installments, with the first installment being due sixty (60) days after the Member's expulsion or date of death. Unless otherwise agreed unanimously by the Voting Members, prior to the completion of such purchase, the former Member's successor-in-interest, estate or beneficiary or beneficiaries, shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled only to receive the share of profits and the return of capital to which the former Member would otherwise have been entitled. The Company, or the other Voting Members, in its or their discretion, may purchase insurance on the lives of any of the Members, with the company or the purchasing Member named as the beneficiary, as the purchaser may decide, and use all or any of the proceeds from such insurance as a source of proceeds from which the deceased Member's Membership Ownership Interest may be purchased by the Company.

6.3 Restrictions on Transfer. Except (i) as otherwise provided in this Article or (ii) upon the unanimous consent of all of the other Voting Members, no Member shall sell, hypothecate, pledge, assign or otherwise transfer, with or without consideration, any part or all of his Ownership Interest in the Company to any other person or entity (a "Transferee"), without first offering (the "Offer") that portion of his or her Ownership Interest in the Company subject to the contemplated transfer (the "Offered Interest") first to the Company, and secondly, to the other Voting Members, at the purchase price (hereinafter referred to as the "Transfer Purchase Price") and in the manner as prescribed in the Offer.

The Offering Member shall make the Offer first to the Company by written notice (hereinafter referred to as the "Offering Notice"). Within twenty (20) days (the "Company Offer Period") after receipt by the Company of the Offering Notice, the Company shall notify the Offering Member in writing (the "Company Notice"), whether or not the Company shall accept the Offer and shall purchase all but not less than all of the Offered Interest. If the Company accepts the Offer to purchase the Offered Interest, the Company Notice shall fix a closing date not more than twenty-five (25) days (the "Company Closing Date") after the expiration of the Company Offer Period.

In the event the Company decides not to accept the Offer, the Offering Member or the Company, at his or her or its election, shall, by written notice (the "Remaining Member Notice") given within that period (the "Member Offer Period") terminating ten (10) days after the expiration of the Company Offer Period, make the Offer of the Offered Interest to the other Voting Members, each of whom shall then have a period of twenty-five (25) days (the "Member Acceptance Period") after the expiration of the Member Offer Period within which to notify in writing the Offering Member whether or not he or she intends to purchase all but not less than all of the Offered Interest. If two (2) or more Voting Members of the Company desire to accept the Offer to purchase the Offered Interest, then, in the absence of an agreement between them, such Voting Members shall have the right to purchase the Offered Interest in proportion to their respective Percentage Voting Interests. If the other Voting Members intend to accept the Offer and to purchase the Offered Interest, the written notice required to be given by them shall fix a closing date not more than sixty (60) days after the expiration of the Member Acceptance Period (hereinafter referred to as the "Member Closing Date").

The aggregate dollar amount of the Transfer Purchase Price shall be payable in cash on the Company Closing Date or on the Member Closing Date, as the case may be, unless the Company or the purchasing Voting Members shall elect by written notice that is delivered to the Offering Member, prior to or on the Company Closing Date or the Member Closing Date, as the case may be, to purchase such Offered Interest in four (4) equal annual installments, with the first installment being due on the Closing Date.

If the Company or the other Voting Members fail to accept the Offer or, if the Offer is accepted by the Company or the other Voting Members and the Company or the other Voting Members fail to purchase all of the Offered Interest at the Transfer Purchase Price within the time and in the manner specified, then the Offering Member shall be free, for a period (hereinafter referred to as the "Free Transfer Period") of sixty (60) days from the occurrence of such failure, to transfer the Offered Interest to a Transferee; provided, however, that if all of the other Voting Members other than the Offering Member do not approve of the proposed transfer by unanimous written consent, the Transferee of the Offered Interest shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled to receive the share of profits and the return of capital to which the Offering Member would otherwise have been entitled. A Transferee shall be admitted as a Member of the Company, and as a result of which he or she shall become a substituted Member, with the rights that are consistent with the Membership Interest that was transferred, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his required capital contribution; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto.

If the Offering Member shall not transfer the Offered Interest within the Free Transfer Period, his or her right to transfer the Offered Interest free of the foregoing restrictions shall thereupon cease

and terminate.

6.4 Involuntary Transfer of a Membership Interest. A creditor's charging order or lien on a Member's Membership Interest, bankruptcy of a Member resulting in an encumbrance or transfer of the Member's Membership Interest, or other involuntary transfer of Member's Membership Interest, shall constitute a material breach of this Agreement by such Member. The creditor, transferee or other claimant, shall only have the rights of an Assignee, and shall have no right to become a Member, or to participate in the management of the business and affairs of the Company as a Member or Manager under any circumstances, and shall be entitled only to receive the share of profits and losses, and the return of capital, to which the Member would otherwise have been entitled. The Voting Members, including a Voting Member whose interest is the subject of the charging order, lien, bankruptcy, or involuntary transfer, may unanimously elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to purchase all or any part of Membership Interest that was the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for profits and losses to the date of purchase. The Members agree that such valuation is a good-faith attempt at fixing the value of the interest, after taking into account that the interest does not include all of the rights of a Member or Manager, and after deducting damages that are due to the material breach of this Agreement.

ARTICLE VII

ACCOUNTING, RECORDS AND REPORTING

7.1 Books and Records. The Company shall maintain complete and accurate accounts in proper books of all transactions of or on behalf of the Company and shall enter or cause to be entered therein a full and accurate account of all transactions on behalf of the Company. The Company's books and accounting records shall be kept in accordance with such accounting principles (which shall be consistently applied throughout each accounting period) as the Voting Members may determine to be convenient and advisable. The Company shall maintain at its principal office all of the following:

A current list of the full name and last known business or residence address of each Member in the Company set forth in alphabetical order, together with, for each Member, the Class A Voting Capital account and Class B Nonvoting Capital account, including entries to these accounts for contributions and distributions; the Ownership Interest, Percentage Ownership and Voting Interests; a copy of the Certificate and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Certificate or any amendments thereto have been executed; copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years; a copy of this Agreement and any and all amendments hereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed; copies of the financial statements of the Company, if any, for the six most recent Fiscal Years; the Company's books and records as they relate to the internal affairs of the Company for at least the current and past four Fiscal Years; true and full information regarding the status of the business and financial condition of the Company; and true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on

which each became a Member.

7.2 Inspection of Books and Records. Each Member has the right, on reasonable request for purposes reasonably related to the interest of the person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

7.3 Accountings. As soon as is reasonably practicable after the close of each Fiscal Year, the Voting Members shall make or cause to be made a full and accurate accounting of the affairs of the Company as of the close of that Fiscal Year and shall prepare or cause to be prepared a balance sheet as of the end of such Fiscal Year, a profit and loss statement for that Fiscal Year and a statement of Members' equity showing the respective Capital Accounts of the Members as of the close of such Fiscal Year and the distributions, if any, to Members during such Fiscal Year, and any other statements and information necessary for a complete and fair presentation of the financial condition of the Company, all of which the Manager shall furnish to each Member. In addition, the Company shall furnish to each Member information regarding the Company necessary for such Member to complete such Member's federal and state income tax returns. The Company shall also furnish a copy of the Company's tax returns to any Member requesting the same. On such accounting being made, profits and losses during such Fiscal Year shall be ascertained and credited or debited, as the case may be, in the books of account of the Company to the respective Members as herein provided.

7.4 Filings. The Voting Members, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Voting Members, at Company expense, shall also cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies amendments to, or restatements of, the Certificate and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations. If the Company is required by the Act to execute or file any document and fails, after demand, to do so within a reasonable period of time or refuses to do so, any Member may prepare, execute and file that document with the Nevada Secretary of State.

7.5 Bank Accounts. The Company shall maintain its funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person.

7.6 Tax Matters Partner. The Voting Members may, in their exclusive discretion, appoint, remove and replace a Tax Matters Partner at any time or times. The Voting Members shall from time to time cause the Company to make such tax elections as they deem to be in the interests of the Company and the Members generally. The Tax Matters Partner, as defined in Internal Revenue Code Section 6231, shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith.

ARTICLE VIII

DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of: the entry of a decree of judicial dissolution pursuant to

the Act; the majority approval of the Voting Members; or any other event causing a dissolution of a Limited Liability Company under the laws of the State of Nevada.

8.2 Winding Up. On the occurrence of an event specified in Section 8.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors. The Voting Members shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the assets and liabilities of Company, shall cause such assets to be sold or distributed, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in Section 9.4. The Voting Members shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company. The Members shall be entitled to reasonable compensation for such services.

8.3 Distributions in Kind. All noncash contributions to the Capital Accounts shall be returned to the Member who made such contribution upon dissolution of the Company, to the extent such noncash assets exist and may be legally returned to the contributing Member. Any remaining noncash assets distributed to the Members shall first be valued at their fair market value to determine the profit or loss that would have resulted if such assets were sold for such value. Such profit or loss shall then be allocated pursuant to this Agreement, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged against the Capital Account of each Member receiving an interest in a distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by the Voting Members, or if any Voting Member objects, by an independent appraiser (and any such appraiser must be recognized as an expert in valuing the type of asset involved) selected by a Majority of the Voting Members.

8.4 Order of Payment of Liabilities on Dissolution. After a determination that all known debts and liabilities of the Company in the process of winding up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in proportion to their Ownership Interests.

8.5 Adequacy of Payment. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, shall have been adequately provided for if payment thereof shall have been assumed or guaranteed in good faith by one or more financially responsible Persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the Person, was determined in good faith and with reasonable care by the Members to be adequate at the time of any distribution of the assets pursuant to this Section. This Section shall not prescribe the exclusive means of making adequate provision for debts and liabilities.

8.6 Compliance with Regulations. All payments to the Members on the winding up and dissolution of Company shall be strictly in accordance with the positive capital account balance limitation and other requirements of Regulations Section 1.704-1(b)(2)(ii)(d), as the voting Members deem appropriate.

8.7 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of such Member's positive Capital Account balance and shall have no recourse for such Member's Capital Contribution or share of profits (on dissolution or otherwise)

against any other Member.

8.8 Certificate of Cancellation. The Voting Members conducting the winding up of the affairs of the Company shall cause to be filed in the office of, and on a form prescribed by the Nevada Secretary of State, a certificate of cancellation of the Certificate on the completion of the winding up of the affairs of the Company.

ARTICLE IX

EXCULPATION AND INDEMNIFICATION, REPS AND WARRANTIES

9.1 Exculpation of Members. Subject to the limitations of section 9.3, no Member shall be liable to the Company or to the other Members for damages or otherwise with respect to any actions taken or not taken, as long as such act or omission was made in good faith and reasonably believed by such Member to be in or not opposed to the best interests of the Company, except to the extent any related loss results from fraud, gross negligence or willful or wanton misconduct on the part of such Member or the material breach of any obligation under this Agreement or of the fiduciary duties owed to the Company or the other Members by such Member.

9.2 Indemnification by Company. Subject to the limitations of section 9.3, below, the Company shall indemnify, hold harmless and defend the Members, in their capacity as Members, Managers, or Officers, from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts or omissions were not performed or omitted fraudulently or as a result of gross negligence or willful misconduct by the indemnified party. Reasonable expenses incurred by the indemnified party in connection with any such proceeding relating to the foregoing matters may be paid or reimbursed by the Company in advance of the final disposition of such proceeding upon receipt by the Company of (i) written affirmation by the Person requesting indemnification of its good-faith belief that it has met the standard of conduct necessary for indemnification by the Company and (ii) a written undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such Person has not met such standard of conduct, which undertaking shall be an unlimited general obligation of the indemnified party but need not be secured.

9.3 Intellectual Property Indemnification. Notwithstanding the foregoing, each Member will indemnify, defend and hold harmless the other Member and any of its Affiliates, customers, officers, directors, employees, agents, assigns, and successors for any loss, damage, expense, costs (including, but not limited to, fees for attorneys and other professionals) or liability arising out of or in connection with a claim for intellectual property infringement or misappropriation of any patent, copyright, trade secret or other intellectual property right of a third party.

The indemnity obligations under this section are conditioned upon the Party seeking indemnification (the "Indemnified Party") (a) giving the other Party (the "Indemnifying Party") prompt Notice of such claim; (b) cooperating with the Indemnifying Party, at the Indemnifying Party's expense in the defense of such claim; and (c) giving the Indemnifying Party the right to

control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement or consent to judgment that affects the Indemnified Party's rights or interests without the Indemnified Party's prior written approval.

9.4 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under Section 10.1 or under applicable law.

ARTICLE X

INTELLECTUAL PROPERTY

10.1 Definition of Intellectual Property. "Intellectual Property" means all intellectual property rights in the United States or any foreign jurisdiction throughout the world (whether registered or not) including, without limitation, all of the following: (i) all patents and utility models and applications therefore, and all reissues, divisions, re-examinations, renewals, extensions, provisional's, continuations and continuations-in-part thereof, and equivalent or similar rights in inventions and discoveries, including without limitation, invention disclosures; (ii) all trade secrets and other rights in Technology, data, know-how and confidential or proprietary information; (iii) mask works, mask work registrations and applications therefore, and all other rights corresponding thereto throughout the world; (iv) all copyrights, copyrights registrations and applications therefore and all other rights corresponding thereto; (v) all industrial designs and any registrations and applications therefore; (vi) all rights in all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefore; and (vii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

10.2 Ownership of Intellectual Property. The Parties acknowledge that any and all Intellectual Property created, used or embodied in or in connection with the Project, including without limitation any modifications or improvements made by the Parties based upon ideas, suggestions or proposals communicated between the Parties, are and shall remain the sole and exclusive property of the originating Party, and the other Party shall not during or at any time after the term of this Agreement in any way question or dispute the ownership of any such exclusive ownership rights.

10.3 Definition of Marks. "Mark(s)" means the trademarks, service marks, trademark and service mark applications, trade dress, trade names, logos, insignia, symbols, designs or other marks identifying a Party or its products.

10.4 No Rights in Marks. Nothing in this Agreement should be construed to grant either Party any rights in the Marks of the other Party. The Parties acknowledge, however, that each Party may use the name of the other Party and the name of their Products in advertising and marketing the Products or the Parties, themselves. The Products will be affixed with appropriate copyright and trademark notices sufficient to give Notice as to the rights of the Parties in their respective products.

10.5 Confidentiality. If, during the term, a Party receives or has access to Confidential Information belonging to the other Party, the Parties will be bound to keep all such information confidential. Confidential Information may only be used for purposes related to this Agreement and the Party receiving the confidential information must keep it confidential using the same degree of care that it exercises with respect to its own information of like importance, but in no event less than reasonable care.

ARTICLE XI

DISPUTE RESOLUTION

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

However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

11.2 Mediation. Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non-binding on the parties thereto.

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

The Members shall select one neutral third party AAA mediator (the "Mediator") with expertise in the area that is in dispute. If a Mediator has not been selected within five (5) business days thereafter, then a Mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA.

The Mediator shall schedule sessions, as necessary, for the presentation by all Members of their respective positions, which, at the option of the Mediator, may be heard by the Mediator jointly or in private, without any other members present. The mediation proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Mediator and all of the Members. The Members may submit to the Mediator, no later than ten (10) business days prior to the first scheduled session, a brief memorandum in support of their position.

The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the mediator's fee, within ten (10) business days of the last scheduled session. If any Member involved is not satisfied with the recommendation for settlement, he or she may commence an arbitration proceeding.

11.3 Arbitration. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules"). A Member may withdraw from the Member

Dispute by signing an agreement to be bound by the results of the arbitration. A Member who withdraws shall have no further right to participate in the Member Dispute.

The arbitration panel shall consist of one arbitrator. The Members shall select one neutral third party AAA arbitrator (the "Arbitrator") with expertise in the area that is in dispute. If an Arbitrator has not been selected within five (5) business days thereafter, then an Arbitrator shall be selected by the AAA in accordance with the Commercial Arbitration Rules of the AAA. The arbitration proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Arbitrator and all of the Members. Any arbitrator who is selected shall disclose promptly to the AAA and to both parties any financial or personal interest the arbitrator may have in the result of the arbitration and/or any other prior or current relationship, or expected or discussed future relationship, with the Members or their representatives. The arbitrator shall promptly conduct proceedings to resolve the dispute in question pursuant to the then existing Rules. To the extent any provisions of the Rules conflict with any provision of this Section, the provisions of this Section shall control.

In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Discovery shall not be permitted in such arbitration except as allowed by the rules of arbitration, or as otherwise agreed to by all the parties of the Member Dispute. Notwithstanding, the Members agree to make available to one another and to the arbitrator, for inspection and photocopying, all documents, books and records, if determined by the arbitration panel to be relevant to the dispute, and by making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings if determined by the arbitration panel to be relevant to the dispute. The Members agree, unless undue hardship exists, to conduct arbitration hearings to the greatest extent possible on consecutive business days and to strictly observe time periods established by the Rules or by the arbitrator for the submission of evidence and of briefs. Unless otherwise agreed to by the Members, a stenographic record of the arbitration proceedings shall be made and a transcript thereof shall be ordered for each Member, with each party paying an equal portion of the total cost of such recording and transcription.

The arbitrator shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for presentation at the arbitration hearings on the merits of the case. The arbitration panel shall neither have nor exercise any power to act as amicable compositeur or ex aequo et bono; or to award special, indirect, consequential or punitive damages. The decision of the arbitration panel shall be in written form and state the reasons upon which it is based. The statutory, case law and common law of the State of Nevada shall govern in interpreting their respective rights, obligations and liabilities arising out of or related to the transactions provided for or contemplated by this Agreement, including without limitation, the validity, construction and performance of all or any portion of this Agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded, but such governing law shall not include the law pertaining to conflicts or choice of laws of Nevada; provided however, that should the parties refer a dispute arising out of or in connection with an ancillary agreement or an agreement between some or all of the Members which specifically references this Article, then

the statutory, case law and common law of the State whose law governs such agreement (except the law pertaining to conflicts or choice of law) shall govern in interpreting the respective rights, obligations and liabilities of the parties arising out of or related to the transactions provided for or contemplated by such agreement, including, without limitation, the validity, construction and performance of all or any portion of such agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded.

Any action or proceeding subsequent to any Award rendered by the arbitrator in the Member Dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in the same county where the arbitration of the Member Dispute was conducted, and Nevada law shall apply in any such subsequent action or proceeding.

ARTICLE XII

MISCELLANEOUS

12.1 Notices. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

12.2 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

12.3 Binding Effect. Subject to Article VII, this Agreement shall bind and inure to the benefit of the parties and their respective Successors.

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

12.5 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between or among the parties, regarding the subject matter hereof.

12.6 Further Assurances. Each Member shall provide such further information with respect to the Member as the Company may reasonably request, and shall execute such other and further certificates, instruments and other documents, as may be necessary and proper to implement, complete and perfect the transactions contemplated by this Agreement.

12.7 Headings; Gender; Number; References. The headings of the Sections hereof are solely for convenience of reference and are not part of this Agreement. As used herein, each gender includes each other gender, the singular includes the plural and vice versa, as the context

may require. All references to Sections and subsections are intended to refer to Sections and subsections of this Agreement, except as otherwise indicated.

12.8 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and their respective Successors nor shall anything in this Agreement relieve or discharge the obligation or liability of any third Person to any party to this Agreement, nor shall any provision give any third Person any right of subrogation or action over or against any party to this Agreement.

12.9 Amendments. All amendments to this Agreement shall be in writing and signed by all of the Members to the agreement at the time of the amendment.

12.10 Attorneys' Fees. In any dispute between or among the Company and one or more of the Members, including, but not limited to, any Member Dispute, the prevailing party or parties in such dispute shall be entitled to recover from the non-prevailing party or parties all reasonable fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses, all of which shall be deemed to have accrued on the commencement of such action, proceeding or arbitration. Attorneys' fees shall include, without limitation, fees incurred in any post-award or post-judgment motions or proceedings, contempt proceedings, garnishment, levy, and debtor and third party examinations, discovery, and bankruptcy litigation, and prevailing party shall mean the party that is determined in the arbitration, action or proceeding to have prevailed or who prevails by dismissal, default or otherwise.

12.11 Remedies Cumulative. Subject to Article XI, remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Member may be lawfully entitled.

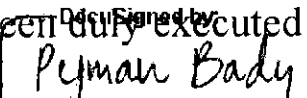
12.12 Jurisdiction and Venue/Equitable Remedies. The Company and each Member hereby expressly agrees that if, under any circumstances, any dispute or controversy arising out of or relating to or in any way connected with this Agreement shall, notwithstanding Article XI, be the subject of any court action at law or in equity, such action shall be filed exclusively in the courts of the State of Nevada or of the United States of America with jurisdiction over any county of Nevada as selected by the Member that is the plaintiff in the action, or that initiates the proceeding or arbitration. Each Member agrees not to commence any action, suit or other proceeding arising from, relating to, or in connection with this Agreement except in such a court and each Member irrevocably and unconditionally consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, and hereby grants jurisdiction to such courts and to any appellate courts having jurisdiction over appeals from such courts or review of such proceedings. Because the breach of the provisions of this Section would cause irreparable harm and significant injury to the Company and the other Members, which would be difficult to ascertain and which may not be compensable by damages alone, each Member agrees that the Company and the other Members will have the right to enforce the provisions of this Section by injunction, specific performance or other equitable relief in addition to any and all other remedies available to such party or parties without showing or proving any actual damage to such parties. Members will be entitled to recover all reasonable costs and expenses, including but not limited to all reasonable attorneys' fees, expert and consultants' fees, incurred in connection with the enforcement of this Section.

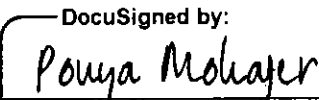
12.13 Authority. This Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms. The Member is

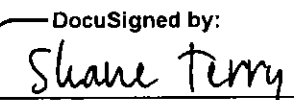
empowered and duly authorized to enter into this Agreement (including the power of attorney herein) under every applicable governing document, partnership agreement, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision or the like. The Person, if any, signing this Agreement on behalf of the Member is empowered and duly authorized to do so by the governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution or the like.


12.14 Indemnification by Members in Breach. Each Member hereby agrees to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners, members, shareholders, officers and directors and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) suffered or incurred on account of or arising out of any breach of this Agreement by that Member.


IN WITNESS WHEREOF, this Limited Liability Company Operating Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.


Member: PEYMAN BADY


Member: POUYA MOHAJER


Member: SHANE TERRY


Member: RYAN WINMILL


Member: JENNIFER GOLDSTEIN


Member: JOSEPH KENNEDY

Member: JOHN PENDERS

NUVEDA, LLC

LISTING OF MEMBERS

NAME:	ADDRESS:	PERCENTAGE INTERESTS VOTING/OWNERSHIP INTERESTS/DISTRIBUTION:
Pejman Bady	PO Box 6255 Pahrump, NV 89041	46.5%/46.5%/38%
Pouya Mohajer	2700 Las Vegas Blvd. #2709 Las Vegas, NV 89109	21%/21%/25.25%
Shane Terry	4575 Dean Martin Drive #1401 Las Vegas, NV 89103	21%/21%/25.25%
Jennifer Goldstein	200 Hoover Street #1113 Las Vegas, NV 89101	7%*/7%*/7%*
Joe Kennedy	11115 Kilkerran Ct. Las Vegas, NV 89141	1%*/1%*/1%*
John Penders	29 Marshall Terrace Wayland, MA 01778	1.75%*/1.75%*/1.75%
Ryan Winmill	412 Princess Street Alexandria VA 222314	1.75%*/1.75%*/1.75%

*Nondilutable interests once vested. As if this writing, the Ownership, Voting and Distribution Shares of Goldstein, Kennedy, Winmill and Penders are designated as Nondilutable

Member Listing as of this _____ day of _____, 2014

DocuSigned by:
Pejman Bady
Member: PEJMAN BADY

DocuSigned by:
Pouya Mohajer
Member: POUYA MOHAJER

DocuSigned by:
Shane Terry
Member: SHANE TERRY

DocuSigned by:
Ryan Winmill
Member: RYAN WINMILL

DocuSigned by:
Jennifer Goldstein
Member: JENNIFER GOLDSTEIN

DocuSigned by:
Joseph Kennedy
Member: JOSEPH KENNEDY

Member: JOHN PENDERS

NUVEDA, LLC
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE III, the Members’ initial contribution to the Company capital is stated to be one million dollars (\$1,000,000.00). The description and each individual portion of this initial contribution is as follows, which amounts shall be allocated to the Capital Accounts for each Member:

Description	Value
Member: PEJ BADC	\$440,000.00
Member: POUYA MOHAJER	\$440,000.00
Member: SHANE TERRY	\$120,000.00

SIGNED AND AGREED this _____ day of _____, 2014.

DocuSigned by:
Pejman Bady
Member: PEJMAN BADC

DocuSigned by:
Pouya Mohajer
Member: POUYA MOHAJER

DocuSigned by:
Shane Terry
Member: SHANE TERRY

DocuSigned by:
Ryan Winmill
Member: RYAN WINMILL

DocuSigned by:
Jennifer Goldstein
Member: JENNIFER GOLDSTEIN

DocuSigned by:
Joseph Kennedy
Member: JOSEPH KENNEDY

Member: JOHN PENDERS

empowered and duly authorized to enter into this Agreement (including the power of attorney herein) under every applicable governing document, partnership agreement, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision or the like. The Person, if any, signing this Agreement on behalf of the Member is empowered and duly authorized to do so by the governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution or the like.

12.14 Indemnification by Members in Breach. Each Member hereby agrees to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners, members, shareholders, officers and directors and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) suffered or incurred on account of or arising out of any breach of this Agreement by that Member.

IN WITNESS WHEREOF, this Limited Liability Company Operating Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.

Member: PEJMAN BADY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

16 JULY 2014

Member: RYAN WINMILL

NUVEDA, LLC

LISTING OF MEMBERS

NAME:	ADDRESS:	PERCENTAGE INTERESTS VOTING/OWNERSHIP INTERESTS/DISTRIBUTION:
Pejman Bady	PO Box 6255 Pahrump, NV 89041	46.5%/46.5%/38%
Pouya Mohajer	2700 Las Vegas Blvd. #2709 Las Vegas, NV 89109	21%/21%/25.25%
Shane Terry	4575 Dean Martin Drive #1401 Las Vegas, NV 89103	21%/21%/25.25%
Jennifer Goldstein	200 Hoover Street #1113 Las Vegas, NV 89101	7%*/7%*/7%*
Joe Kennedy	11115 Kilkerran Ct. Las Vegas, NV 89141	1%*/1%*/1%*
John Penders	29 Marshall Terrace Wayland, MA 01778	1.75%*/1.75%*/1.75%
Ryan Winmill	412 Princess Street Alexandria VA 222314	1.75%*/1.75%*/1.75%

*Nondilutable interests once vested. As if this writing, the Ownership, Voting and Distribution Shares of Goldstein, Kennedy, Winmill and Penders are designated as Nondilutable

Member Listing as of this 16 day of JULY, 2014

Member: PEJMAN BADY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

Member: RYAN WINMILL

**NUVEDA, LLC
CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE III, the Members' initial contribution to the Company capital is stated to be one million dollars (\$1,000,000.00). The description and each individual portion of this initial contribution is as follows, which amounts shall be allocated to the Capital Accounts for each Member:

Description	Value
Member: PEJ BADY	\$440,000.00
Member: POUYA MOHAJER	\$440,000.00
Member: SHANE TERRY	\$120,000.00

SIGNED AND AGREED this 16 day of JULY, 2014.

Member: PEJMAN BADY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

Member: RYAN WINMILL

EXHIBIT “4”

EXHIBIT “4”

KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

DECL
VINCENT J. AIELLO, ESQ.
Nevada Bar No. 007970
MATTHEW T. DUSHOFF, ESQ.
Nevada Bar No. 004975
KOLESAR & LEATHAM
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Telephone: (702) 362-7800
Facsimile: (702) 362-9472
E-Mail: vaiello@klnevada.com
mdushoff@klnevada.com

Attorneys for Defendant
Pejman Bady

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident,

Plaintiffs,

vs.

PEJMAN BADY; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X, inclusive,

Defendants.

CASE NO. A-15-728510-B

DEPT NO. XI

**DECLARATION OF PEJMAN BADY
IN SUPPORT OF PEJMAN BADY'S
OPPOSITION TO PLAINTIFFS'
MOTION FOR PRELIMINARY
INJUNCTION AND APPLICATION
ON ORDER SHORTENING TIME
AND COUNTERMOTION FOR
PRELIMINARY INJUNCTION**

I, PEJMAN BADY, being first duly sworn, do hereby swear under penalty of perjury to
the following:

1. I am over eighteen years of age and competent to testify on the matters set forth
herein.
2. I make this Declaration based upon my personal knowledge and understanding of the
facts of this matter at this time.
3. I am submitting this Declaration in Support of Pejman Bady's Opposition to
Plaintiffs' Motion for Preliminary Injunction and Application on Order Shortening

KOLESAR & LEATHAM
 400 S. Rampart Boulevard, Suite 400
 Las Vegas, Nevada 89145
 Tel: (702) 362-7800 / Fax: (702) 362-9472

Time and Countermotion for Preliminary Injunction.

4. In 2014, I entered into NuVeda, LLC's ("NuVeda") Operating Agreement with six other individuals.
5. I own a 46.5 percent interest in NuVeda.
6. I currently have invested approximately \$1,216,000.00 in cash into NuVeda.
7. I have personally guaranteed approximately \$1,330,000.00 in loans to NuVeda from outside sources of funding.
8. I loaned Mr. Shane Terry \$120,000.00 so he could acquire his membership interest in Nuveda the funds were used as his capitol contribution for NuVeda.
9. NuVeda owns two separate entities Clark NMSD LLC ("Clark LLC") and Nye Natural Medicinal Solutions LLC ("Nye LLC").
10. Clark LLC possesses two medical marijuana licenses: (1) a license to dispense medical marijuana in Las Vegas and (2) a license to dispense medical marijuana in North Las Vegas.
11. Nye LLC possesses two medical marijuana licenses: (1) a license to cultivate medical marijuana in Pahrump and (2) a license to produce medical marijuana products in Pahrump.
12. Government entities have imposed buildout and completion deadlines upon each license.
13. If the business operation under each license is not fully operational by the applicable deadline, said license may be revoked.
14. The State of Nevada has imposed a completion and opening deadline of May 2016 to make use of the respective licenses.
15. For the licenses associated with North Las Vegas, the City of North Las Vegas has imposed a completion and opening deadline of on or about May, 2016 to make use of

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Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 the respective license.

2 16. For the licenses associated with Las Vegas, the City of Las Vegas has imposed a
3 completion and opening deadline of on or about April 16, 2016 to make use of the
4 respective license.

5 17. For the licenses associated with Pahrump, the City of Pahrump has imposed a
6 completion and opening deadline of on or about May, 2016 to make use of the
7 respective licenses.

8 18. Throughout 2015, NuVeda was behind schedule in attempting to comply with the
9 aforementioned deadlines.

10 19. NuVeda was behind schedule, in part, because no one at NuVeda had extensive
11 experience opening and operating product-based businesses.

12 20. Once the Nevada Legislature amended NRS Chapter 453A to allow outside
13 investment in companies like NuVeda, NuVeda hoped to form a deal with an outside
14 investor that could supply the expertise for NuVeda to comply with the
15 aforementioned deadlines.

16 21. NuVeda hoped to enter into a deal with an outside investor that had experience in the
17 medical marijuana industry, i.e, could open a medical marijuana business, operate a
18 medical marijuana business, and scale a medical marijuana business.

19 22. NuVeda received investment offers from multiple outside investors all members were
20 aware of the various deals.

21 23. A majority of NuVeda (myself, Pouya Mohajer, and Joe Kennedy) wished to enter
22 into a deal with CWNevada, LLC, given the urgency with the completion and build
23 out deadlines.

24 24. A minority of NuVeda (Shane Terry, Jennifer Goldstein, John Penders, and Ryan
25 Winmill) wished to enter into a deal with 4Front Capital.

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25. CWNevada, LLC possessed the attributes that NuVeda hoped to receive from an outside investor, so NuVeda could meet the aforementioned deadlines, build out the commercial venture and bring the products to market.

26. The majority elected to proceed forward with the deal presented by CWNevada.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing statements are true and correct to the best of my knowledge.

Executed this 13th day of December, 2015.

DocuSigned by:
Pejman Bady
64EABAF01346496...
Pejman Bady

EXHIBIT “5”

EXHIBIT “5”

DECL
VINCENT J. AIELLO, ESQ.
Nevada Bar No. 007970
MATTHEW DUSHOFF, ESQ.
Nevada Bar No. 004975
KOLESAR & LEATHAM
400 South Rampart Boulevard Suite 400
Las Vegas, Nevada 89145
Telephone: (702) 362-7800
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E-Mail: vaiello@klnevada.com
mdushoff@klnevada.com

Attorneys for Defendant
PEJMAN BADY

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident,

Plaintiffs,

vs.

PEJMAN BADY; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X, inclusive,

Defendants.

CASE NO. A-15-728510-B

DEPT NO. XI

**DECLARATION OF BRIAN C.
PADGETT IN SUPPORT OF
PEJMAN BADY'S OPPOSITION TO
PLAINTIFFS' MOTION FOR
PRELIMINARY INJUNCTION AND
APPLICATION ON ORDER
SHORTENING TIME AND
COUNTERMOTION FOR
PRELIMINARY INJUNCTION**

DECLARATION OF BRIAN C. PADGETT

I, BRIAN C. PADGETT, being first duly sworn, do hereby swear under penalty of
perjury to the following:

1. I am a resident of the State of Nevada.

2. I have prepared this Declaration in support of the Defendant's Opposition to Plaintiff's Complaint and Application for a Preliminary Injunction on Order Shortening Time in this matter.
3. I make this Declaration based upon my personal knowledge and understanding of the facts of this matter at this time.
4. I am the chairman and CEO of CWNevada, LLC, a licensed Nevada medical cannabis company.
5. After the Nevada Legislature amended NRS Chapter 453A, CWNevada sought out investment opportunities with companies that possessed medical marijuana licenses.
6. Nuveda presented itself as an attractive business opportunity for CWNevada and CWNevada is positioned to provide necessary funding, management and oversight to successfully utilize the Nuveda licenses.
7. Subject to regulatory approval CWNevada has finalized an asset purchase agreement with NuVeda for its cannabis dispensary licenses in the City of Las Vegas and the City of North Las Vegas.
8. Subject to regulatory approval CWNevada has also finalized an asset purchase agreement with NuVeda for its cannabis cultivation and production licenses located in Nye County.
9. CWNevada, through the company it formed with NuVeda – CWNV – is responsible for the timely construction and opening of these licensed facilities according to deadlines set by local municipalities and governing agencies.
10. In reliance upon our agreement with NuVeda, CWNevada has already expended substantial time, effort and monies in furtherance of construction of these licensed

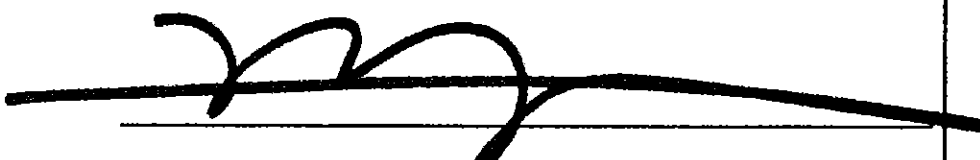
locations.

11. Based upon the mandatory completion deadlines and tight time constraints currently imposed by local municipalities, if CWNevada's ownership of the aforementioned licenses is nullified or ownership confirmation and approval delayed, all construction related activity will stop.

12. Even a one week delay over the Holiday season in construction and approval related activities could mean the forfeiture of the licenses and potential failure of the business venture.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing statements are true and correct to the best of my knowledge.

Executed this 12TH day of December, 2015.



BRIAN C. PADGETT

EXHIBIT “6”

EXHIBIT “6”

LETTER OF INTENT

November 13, 2015

Dear Dr. Bady:

This Letter of Intent outlines the term with respect to the potential transaction described herein between AFS Nevada, LLC ("Buyer") and NuVeda, LLC ("Seller"). This document, in and of itself, does not represent an enforceable legal contract.

1. **Terms.** The principal terms of the proposed transaction would be substantially as follows:
 - (a) **Acquisition.** Buyer would acquire substantially all of the assets, tangible and intangible, owned by Seller, including, but not limited to: (i) the Cultivation and Production licenses held by Clark Natural Medicinal Solutions, LLC; (ii) the Cultivation and Production licenses held by Nye natural Medicinal Solutions, LLC; (iii) the two (2) Dispensary licenses held by Clark NMSD, LLC; (iv) the fixed assets of Seller, except as described below; (v) any intellectual property; and (vi) the goodwill associated therewith, all free and clear of any security interests, mortgages or other encumbrances, except as described below.

Excluded assets and liabilities: land and its related Note(s) at 13655 Apex Star Ct.

Seller will assist Buyer in with the following: (i) renegotiating the current leases, including, but not limited to deferring current rent outstanding; and (ii) obtaining regulatory approvals for relocating the "APEX" licenses.

- - (b) **Consideration.** The aggregate consideration for the assets and business to be purchased would be the following: (i) assumption of accounts payables of approximately \$1,200,000 (billing and invoices to be further vetted during due diligence review); (ii) assumption of Notes Payables in the amount \$1,000,000 (Notes and details to be further vetted during due diligence review) and (iii) a two (2) percent ownership interest in Arizona Facilities Supply, LLC (parent company of AFS Nevada). The ownership interest will be held in a trust and transferred to NuVeda, LLC upon successful transfer of all licenses from all regulatory bodies and opening of a dispensary.
- (c) **Due Diligence Review.** Promptly following the execution of this letter of intent, you will allow us to complete our examination of your financial, accounting and business records and the contracts and other legal documents

and generally to complete due diligence. Any information obtained by us as a result thereof will be maintained by us in confidence subject to the terms of a Confidentiality Agreement to be executed by the parties. The parties will cooperate to complete due diligence by ten (10) business day following the execution of this letter of intent.

- (d) **Definitive Purchase Agreement.** All of the terms and conditions of the proposed transaction would be stated in the Purchase Agreement, to be negotiated, agreed and executed by Buyer and Seller. Neither party intends to be bound by any oral or written statements or correspondence concerning the Purchase Agreement arising during the course of negotiations, notwithstanding that the same may be expressed in terms signifying a partial, preliminary or interim agreement between the parties.
- (e) **Conduct in Ordinary Course.** In addition to the conditions discussed herein and any others to be contained in a definitive written purchase agreement (the "Purchase Agreement"), consummation of the acquisition would be subject to having conducted your business in the ordinary course during the period between the date hereof and the date of closing and there having been no material adverse change in your business, financial condition or prospects.
- (f) **Expediency.** All parties would use all reasonable efforts to complete and sign the Purchase Agreement on or before December 15, 2015 and to close the transaction as promptly as practicable thereafter.
- 2. **Expenses.** Buyer and Seller will each pay its respective expenses incident to this letter of intent, the Purchase Agreement and the transactions contemplated hereby and thereby.
- 3. **Public Announcements.** Neither Buyer and Seller will make any announcement of the proposed transaction contemplated by this letter of intent prior to the execution of the Purchase Agreement without the prior written approval of the other, which approval will not be unreasonably withheld or delayed. The foregoing shall not restrict in any respect your or our ability to communicate information concerning this letter of intent and the transactions contemplated hereby to your and our, and your and our respective affiliates', officers, directors, employees and professional advisers, and, to the extent relevant, to third parties whose consent is required in connection with the transaction contemplated by this letter of intent.
- 4. **Broker's Fees.** The Broker's fee is 2% of the cash transaction to be shared by Seller and Buyer equally.
- 5. **Exclusive Negotiating Rights.** In order to induce us to commit the resources, forego other potential opportunities, and incur the legal, accounting and incidental expenses necessary properly to evaluate the possibility of

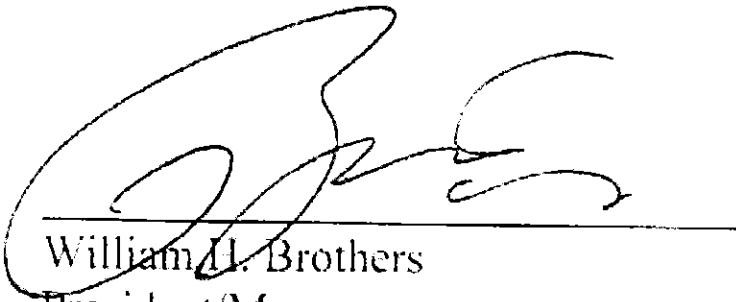
acquiring the assets and business described above, and to negotiate the terms of, and consummate, the transaction contemplated hereby, you agree that for a period of [30] days after the date hereof, you, your affiliates and your and their respective officers, directors, employees and agents shall not initiate, solicit, encourage, directly or indirectly, or accept any offer or proposal, regarding the possible acquisition by any person other than us, including, without limitation, by way of a purchase of shares, purchase of assets or merger, of all or any substantial part of your equity securities or assets, and shall not (other than in the ordinary course of business as heretofore conducted) provide any confidential information regarding your assets or business to any person other than us and our representatives.

6. **Miscellaneous.** This letter shall be governed by the substantive laws of the State of Nevada without regard to conflict of law principles. This letter constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.
7. **No Binding Obligation.** Except for Sections 1(c) and 2 through 6, **THIS LETTER OF INTENT DOES NOT CONSTITUTE OR CREATE, AND SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE, ANY LEGALLY BINDING OR ENFORCEABLE OBLIGATION ON THE PART OF EITHER PARTY TO THIS LETTER OF INTENT. NO SUCH OBLIGATION SHALL BE CREATED, EXCEPT BY THE EXECUTION AND DELIVERY OF THE PURCHASE AGREEMENT CONTAINING SUCH TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION AS SHALL BE AGREED UPON BY THE PARTIES, AND THEN ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH PURCHASE AGREEMENT.** The Confidentiality Agreement is to be executed by both parties.

If the foregoing terms and conditions are acceptable to you, please so indicate by initialing each page and signing the enclosed copy of this letter and returning it to the attention of the undersigned.

Sincerely,

AFS Nevada, LLC

By: 
Name: William H. Brothers
Title: President/Manager

ACCEPTED AND AGREED

NuVeda, LLC

By: _____
Name: _____
Title: _____

Project LV

PRELIMINARY INDICATIVE TERMS AND CONDITIONS

November 2015

Borrower:

Project Dispensary ("Company")

Lender:

Funds managed by 4Front Capital ("4FC")

Facilities:

First Lien Term Loan (the "Loan")

Use of Proceeds:

Loan proceeds may be used to finance: (i) development of Central and North Las Vegas dispensary facilities (ii) license fees, (iii) operations & equipment, (iv) general corporate purposes and (v) pay fees and expenses incurred in connection with the transaction.

Security:

The Loan will be secured by first priority lien on the stock of the Company and all of its subsidiaries and a first priority lien on substantially all of the tangible and intangible assets of the Company and all of its subsidiaries, including the licenses from the State of Nevada.

Ranking/Anti-Layering:

The Loan will rank senior to any indebtedness, seller notes, earn-out obligations or other deferred payment obligations incurred in consummating the transaction. Post-Closing, the Company shall not incur any additional debt unless agreed upon by 4FC.

Guaranty:

Nuveda Holdco will guaranty the Loan

Amount:

\$3,500,000.00

Cash Interest Rate:

9 percent per annual, payable quarterly, interest only

PIK Interest Rate:

TBD

Default Rate:

Interest Rate on overdue amounts shall be increased by 2.0% per annum

Warrants:

Upon closing, Company shall grant 4FC 10-year penny warrants to purchase shares of Company's Stock equal to 48 percent of the fully diluted ownership

Purchase of Equity/Warrants by Company:

TBD

Maturity Date:

4 years from the date of Closing

Optional Redemption:

The Loan may be prepaid at the Company's option, in whole or in part par

Amortization:

See Mandatory Prepayment terms

Mandatory Prepayment:

Usual and customary for financings of this type, including general asset sales and equity issuance. 85% excess free cash flow sweep, quarterly, and all payments made at par.

Affirmative Covenants:

Delivery of certified unaudited monthly/quarterly and audited annual financial statements, management reports, annual budgets, and quarterly MD&A.

Financial Covenants:

Maintenance covenants to be negotiated in definitive documentation. This indicative term sheet does not constitute a commitment to provide the proposed First Lien Term Loan. Any such commitment would be subject to, among other things, completion of due diligence, approval of the Investment Committee, and delivery of final documentation. These summary indicative terms and conditions are confidential and should be treated as such and should not be discussed with any other party, except for the Company, and its advisors.

Conditions to Closing:

The obligation of the Company will be subject to satisfaction of conditions including, but not limited to, the following:

- Completion of such documents, opinions, certificates, covenants, representatives and warranties and indemnities as 4FC and our counsel might reasonably request which shall be satisfactory to 4FC.

- Satisfactory completion of due diligence, including, but not limited to financial, accounting, legal and review of pro forma adjustments.
- Completion of mutually approved Use of Funds schedule.

Exclusivity:

4FC shall have the exclusive right to finance transaction according to the terms of this agreement for 30 days, unless mutually extended by Company and 4FC. The Company, Nuveda Holdings and its affiliates are obligated to accept and to complete transaction during the period of exclusivity. 4FC will be paid a break-up fee of \$250,000 in the event Nuveda Holdings and its affiliates do not complete the proposed transaction during the period exclusivity.

Fees and Expenses:

The Company shall reimburse 4FC and its advisors for all reasonable out-of-pocket fees and expenses, including, without limitation, all out-of- pocket legal expenses and other due diligence costs incurred in connection with the transaction.

Project Costs:

Loan proceeds \$3.5 million are projected to fully fund construction costs and working capital requirements for both dispensaries as determined by the mutually agreed Use of Funds schedule. Nuveda Holdings shall be solely responsible for the full and timely payment of all costs that exceed the Use of Funds schedule.

Board Representation or Observation Rights:

4FC shall be entitled to board representation or observation rights at the Board of Directors meetings of the Company. Additionally, 4FC shall be entitled to voting rights for major decisions that are to be mutually defined by 4FC and the Company.

EXHIBIT “7”

EXHIBIT “7”



November 17, 2015

NuVeda, LLC
Pejman Bady, Manager
848 N. Rainbow Blvd., #1019
Las Vegas, NV 89107

Re: NuVeda, LLC/CWNeveda, LLC LOI

Dear Dr. Bady:

I am pleased to present this confidential letter of intent (this "**Letter of Intent**"), which sets forth the general terms and conditions of the proposed purchase by **CWNeveda, LLC** ("**CW**" or "**Buyer**") of those certain provisional medical marijuana licenses located in Nevada, which are owned by **Clark NMSD, LLC** and ~~Clark~~ **Natural Medicinal Solutions, LLC** and managed by **NuVeda, LLC**, (the "**Seller**"). Collectively, the Buyer and Seller shall be known as the "**Parties**".

pjm
NYE M

SUMMARY:

CW is a vertically integrated Nevada medical marijuana business that possesses a dispensary license and multiple cultivation and production licenses. CW has an initial 30,000sf cultivation facility in Pahrump that is currently in perpetual harvest, and is also finishing the build out of similar indoor cultivation facility in Las Vegas that should produce its first harvest in the first quarter of 2016. CW is also building out a production facility in Pahrump which it expects to have completed by the end of the year and is in the final planning stage for its 42,000sf production facility that will be the home to the CW Co-Op. It is also currently developing its primary dispensary location in southwest Las Vegas, which is scheduled to open in the first quarter of 2016. CW's dispensary will be operated under the retail brand name "The Greenhouse."

CW is well positioned to acquire significant market share within the Las Vegas, Nevada market based on a number of material factors, including its co-op distribution model. Specifically, CW has licensing agreements with multiple third party companies to produce a variety of infused consumer products under its Production License(s) (and within its licensed facilities) and to distribute these products, in addition to traditional flower products, through both its primary retail dispensary and various wholesale channels.

mp

The Seller currently possesses provisional local and State approval for two (2) medical marijuana dispensary licenses in Las Vegas, Nevada and one (1) cultivation and one (1) production license in Pahrump, NV which the CW wishes to purchase subject to terms outlined below.

TERMS:

- PSM* **SIXTY FIVE PERCENT (65%)** *MR*
- CW will acquire a ~~seventy percent (70%)~~ controlling interest of the aforementioned licenses and Seller will retain a ~~thirty percent (30%)~~ non-contributing interest. *PSM* **THIRTY FIVE PERCENT (35%)** *MR*
 - CW will fund one hundred percent (100%) of all necessary tenant improvement, equipment and working capital.
 - CW will develop, manage, operate and promote the facilities and shall be charged with the duty to protect the licenses and to maximize profits and the overall value and goodwill of the facilities. The management of the facilities will include, but not necessarily be limited to, the following services:
 - 1) Oversight and management of the day-to-day commercial operations of the facilities;
 - 2) Oversight and management of the development, interior design and construction of the facilities;
 - 3) Implementation, oversight and management of SOPs, aesthetics, and general practices consistent with the Buyer's other facilities;
 - 4) Hiring and management of all facilities personnel and management of all HR matters;
 - 5) Procurement of all inventories, supplies and services;
 - 6) Identification, procurement, installation and operation of all operating systems (e.g., inventory management, POS, security, regulatory compliance, HR, etc.);
 - 7) Advertising, marketing, signage and promotion;
 - 8) Risk-mitigation, and oversight and management of third-party security and regulatory compliance companies;
 - 9) Consumer and product-preference tracking and analysis;
 - 10) Establishment and management of a customer loyalty and/or membership program;
 - 11) Development and management of a delivery service program;
 - 12) Development and implementation of an annual business plan and budget, which shall serve as the basis for mutually agreed-upon performance goals and targets;
 - 13) Reporting, and records management and retention;
 - 14) Procurement and management of insurance;
 - 15) General maintenance, upkeep, and improvement of the subject property, as applicable; and
 - 16) Oversight and management of any other responsibilities appurtenant to the successful operation of the facilities.

PSM 17. **NUVEDA EXISTING DEBT TO BE SUBJECT TO ALLOCATION DETERMINED BY THE PARTIES AND CAPPED AT AN AMOUNT DETERMINED BY THE PARTIES.**

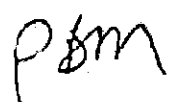
PSM 18. **THE PARTIES SHALL CREATE A HOLDING COMPANY LLC TO HOLD NUVEDA LICENSES AND NUVEDA SHALL CONTROL ONE OF THREE BOARD SEATS ON THE NEW LLC**

- CW shall be responsible for supplying the inventories of the dispensaries on a consignment basis with the same or similar inventories as that of its current dispensary, and the Buyer shall ensure that the dispensaries has priority receipt of all wholesale inventories relative to any other wholesale purchaser. The wholesale price for all inventories shall be mutually agreed upon up by the parties, subject to periodic adjustment as necessary. CW guarantees that the wholesale price paid by the dispensaries shall never exceed the lowest price paid for the same or similar inventories by any third party wholesale purchaser. Upon the retail sale of the inventories by the dispensaries, the CW will be reimbursed for said inventories based on the agreed-upon wholesale pricing.
- The parties agree that the build out of the dispensaries is of paramount importance and shall be the first priority. CW is confident that it will be able to fully stock the dispensaries with its existing facilities and those scheduled to come online in the next few months.

The parties agree that the existence of this Letter of Intent, the terms contained herein, any confidential information obtained as a result of due diligence or voluntary disclosure by either party, and the identities of the parties and their respective principals, shall be deemed confidential and protected as confidential information by each party. Notwithstanding, the parties acknowledge that certain limited disclosures may be necessary in the ordinary course of the transaction and such disclosures are permissible. The agreement by the parties to protect confidential information and to prohibit circumvention shall be considered a binding term of this Letter of Intent.

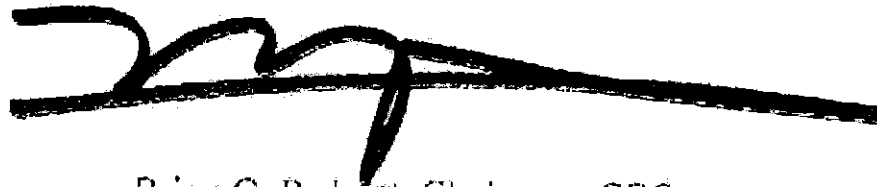
It is expressly agreed that, except as otherwise provided herein, this Letter of Intent is not legally binding on the parties and imposes no duty or obligation on either of them to proceed with the proposed management services as set forth herein. Further, except as otherwise provided herein, this Letter of Intent is expressly conditioned on and subject to the finalization and execution of definitive legal documents by the parties.

This Letter of Intent shall be governed by, and construed in accordance with, the internal laws of the State of Nevada, without regard to any principles of conflict of laws. This Letter of Intent may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts taken together shall constitute one and the same instrument. This Letter of Intent may be executed and delivered by facsimile transmission or by exchange of PDF versions of signed documents and all facsimile or PDF signatures hereon shall be deemed to be original signatures for all purposes. This Letter of Intent and the rights and obligations hereunder shall not be assigned or delegated by either party to any unrelated third party without the other party's prior written consent.



I sincerely appreciate your consideration of this Letter of Intent and am optimistic that we will successfully complete the contemplated transaction.

Respectfully,



Brian C. Padgett, Chairman, CEO
CWNebraska, LLC

Agreed to and accepted:

NuVeda, LLC

By: 

Name: Pejman Bady, Manager
NuVeda, LLC

Date:

11/23/15

mp
PBM

EXHIBIT “8”

EXHIBIT “8”

Jaccarino Law Firm

Representation, Consultation, Mediation & Expert Testimony

SENT VIA E-MAIL

pbady@me.com

pbady@nuveda.com

Martina L. Jaccarino, Esq.**

November 18, 2015

Dear Dr. Bady:

This letter is intended to notify you that this office has been retained to represent the interests of NuVeda, with regard to the conflict that has arisen between you and the shareholders of NuVeda. I have been authorized to engage in an investigation and involve whatever experts are needed for that purpose. Based on this, I invite you to contact me to schedule an interview or provide documentation for my review. However, please be aware that we have an attractive investor who has given us a deadline of Wednesday, November 18, 2015 to resolve the legal issues that you have created, making time of the utmost essence. The other shareholders have secured an opportunity to receive a \$3.5 m investment from a solid source. However, that investment is contingent upon elimination of the legal issues and ambiguity that have been created by your dealings with the company.

I. Evidence of Breach Of Fiduciary Duty

A. Self-Dealing and Deception

I have had the opportunity to review the corporate documents, as well as the Promissory Notes you entered into with 2 Prime, LLC, without following proper corporate procedures. I have also reviewed the available documentation surrounding your personal interests in 2113 Investors, LLC and that entity's purchase of property that was already under contract to purchase with NuVeda. My review of the documentation indicates that (1) you failed to make any disclosures or obtain appropriate approvals prior to purchasing the property in the name of your personal company, rather than in NuVeda's, as required by the auction bid and the escrow documents; and (2) you owned a substantial portion of 2113 Investors, LLC., Investors during the transaction period, and subsequent to advising them that you had usurped a NuVeda business opportunity, you purposefully misled your fellow owners of NuVeda, telling them specifically that you had a very small, minority interest before negotiating terms by which NuVeda would continue to be the tenant on the property. Apparently you indicated to your fellow owners that 'Joe needs this term or that term', when in actuality you owned 80% of the lessor. This kind of double-dealing creates a cause of action against you personally on behalf of the entity, as well as

871 Coronado Center Dr. Ste 200, Henderson, Nevada 89052

(702) 287-0095 **also licensed in North Carolina, Oregon, Washington and Idaho

www.mjlawvegas.com

a cause of action for minority shareholders through a derivative action. *Steelman, Ltd. V. Omni Realty*, 885 P.2d 599, 110 Nev. 1223 (Nev. 1994).

This kind of deception and self-dealing not only exposes your personal assets to any liabilities suffered by the other owners of NuVeda, it borders on criminal. Additionally, and perhaps most importantly for the purposes of NuVeda's ability to move forward, it has created a situation that adversely impacts the company's ability to raise money.

A cursory review of the documents surrounding the loans you entered into with people who have not undergone the state or county licensure procedure are of concern, standing alone. There does not appear to be a proper trail to demonstrate that all of the money owed actually went to NuVeda. The appearance of impropriety with regard to 2113 Investors, LLC. and the debt that you undertook without taking a proper vote, or following corporate procedures is sufficient to warrant your removal from any management responsibilities, signing authority or further access to NuVeda's bank accounts. These actions were a clear breach of fiduciary duty. Further, by mingling money from alleged loans that were not voted on or disclosed to the other owners will strip you of the corporate veil protections should this conflict proceed to a courtroom. *Mosa v. Wilson*, 583 P.2d 453, 454 (NV 1978). While the corporate veil generally protects the owners and members of a limited liability corporation from personal liability, this is not the case when an owner knowingly mingles personal funds, or outside interests, with the assets of the company. This situation, commonly referred to as piercing the corporate veil, does not impact the other shareholders because they were not party to your malfeasance.

I have been made aware that you disputed that 'the Winmill Group' had been approved by the members as having vested and specifically denied there having been a vote. However, I have also heard the tape recording of that vote. This one example of blatant deception lends credence to other indications of deception on your part to the company.

B. Transfer of Shares Without State Approval

Another area of grave concern is your transfer of shares of the company without proper votes and, in some circumstances, without notifying your fellow shareholders. These actions are not permitted under state law. Further, even with new amendments, the Division reserves the right to revoke the license of any entity that makes any attempt to circumvent N.R.S. 435A.233. This generally applies to transfers of 5% or more, but pursuant to N.R.S. 453A.301(2), the Division can undertake an investigation of smaller transfers if they see fit. Your actions have jeopardized NuVeda's license status. One example is that the Company agreed to transfer 2% of the shares to Mr. Bahri pending local and state approval, but you unilaterally increased the number to 4%. These actions were undertaken by you alone, without any communications with your fellow owners, nor with anything approaching the procedures outlined in the Operating Agreement and therefore create a cause of action against you personally and for the benefit of my clients.

Finally, and in addition to the representations made by Mr. Bahri, there is yet another person who claims an interest in NuVeda who was not in the original application and is not listed as an owner. This individual, Mike Golpa, claims an interest that may be 5.5%, thereby invoking

all of the re-application requirements of State law. Your actions are directly adverse to the good of the company and jeopardize the investments of every member.

II. Investigation of Your Fellow Shareholders

At this point it does not appear that the other owners I have interviewed have engaged in any wrong doing and therefore they do not share your exposure. There is some evidence that shareholder Pouya Mohajer was a party to your malfeasance, but that remains to be further investigated. However, if you have information or documentation that contradicts these initial conclusions, please provide that to me at your earliest opportunity so that it can be evaluated by a corporate attorney.

I have been retained to engage in the litigation of this matter and, by evidentiary standards, the evidence is stacking against you and accumulating very quickly. Under Nevada law, innocent shareholders are not exposed to liability by the bad acts of their fellow owner(s). *LFC Marketing Group, Inc. v. Loomis*, 8 P.3d 341, 116 Nev. 896 (Nev. 2000). Up to this point, the only indication I have that you have criticized the job performance of either The Company or Ms. Goldstein is their failure to prevent your double-dealing. As an owner and a manager of NuVeda, you hold a fiduciary duty to the entity. That duty requires disclosure of any relevant information you have to your fellow owners. It is not incumbent upon your fellow owners to investigate your representations as he or she would investigate or perform due diligence when engaged in an arms-length transaction. *Lorenzo v. Belito, Ltd.* 963 P.2d 488, 114 Nev. 795 (1998).

III. Tax Liability and Its Implications

It has come to my attention that if the Internal Revenue Service were to undertake an audit of NuVeda's profits and losses, and the deductions of its shareholders, the losses that you claimed would not be consistent with the losses actually incurred. Apparently you claimed the losses of another shareholder as your own for your own personal tax benefit. Obviously, this is illegal and puts you in personal jeopardy with the IRS. However, for NuVeda's purposes, as a new MME, the stakes are much higher. As Marijuana continues to be illegal under federal law, we have a very real concern that the IRS might make an example of this company in prosecuting its members and effectively shutting its doors. The federal government has all possible powers to interfere with an MME's operations and you have allegedly taken the risk of drawing negative attention to NuVeda from the federal government. This act alone would warrant your removal as a manager. As NuVeda's counsel, I sincerely hope that this allegation is untrue. However, if it is true, we must act immediately to rectify these irregularities.

IV. Resolution and Fair Market Value

The members of NuVeda have indicated that they offered to repay your capital contribution, as well satisfying the loans undertaken with 2Prime, Mr. Golpa and Mr. Bahri in exchange for the forfeiture of your shares. From a legal perspective, there is no reason for them to repay you in full, but the remaining members understand that you have invested two years of your time in NuVeda, not to mention significant personal assets. Understand that your personal assets are exposed, and yours alone. The other members, with the possible exception of Pouya

have not breached any fiduciary duty or engaged in self-dealing or deception. Were this case to proceed to a courtroom and NuVeda was not able to fulfill its potential the other owners have little to lose and you have much to lose.

Dr. Bady, my office has been retained to initiate litigation. As you read this letter, I am drafting a Complaint for Declaratory Relief that outlines your breaches of fiduciary duty and requests a court order stripping you of further management activities, removing your authority to bind the company, sign documents, etc. If this matter proceeds to litigation, there would be no way for my clients to buy out your shares as the investment would be lost. The company would be forced, through a derivative lawsuit, to attempt to make them whole by levying against your personal assets. Obviously, we are preserving our claim for damages that will likely be caused if NuVeda misses out on the business opportunity presented by the investor that is contingent upon your removal from the company. My clients have given me both authority and incentive to pursue this matter to the full extent of the law and attach any and all personal assets you hold to collect any judgment they receive.

I encourage you to consider the Company's settlement offer very carefully. Based on the evidence that I have reviewed, it is in the interests of all involved parties for you to accept that offer and leave NuVeda. I will be available to take your call and/or meet with you at any time tomorrow to attempt a resolution of this very serious matter.

Respectfully,

JACCARINO LAW FIRM

Martina L. Jaccarino

Martina L. Jaccarino, Esq.
martinajaccarino@yahoo.com
(702) 287-0095

Cc: Shane Terry, Jennifer Goldstein

EXHIBIT “9”

EXHIBIT “9”

Web: www.klnevada.com Bio: [Attorney Bio](#)
400 S. Rampart Blvd. | Suite 400 | Las Vegas | NV 89145

This communication (including any attachments) is not intended or written to be used, and it cannot be used, for the purpose of avoiding tax penalties that may be imposed on the taxpayer.

This transmission is intended only for the use of the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any use of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately.

Begin forwarded message:

From: pejman bady <pbady@me.com>
Date: November 18, 2015 at 11:32:19 PM PST
To: "Joseph J. Mugan" <jmugan@klnevada.com>
Subject: Fwd: Derivative Action on behalf of NuVeda

Here we go.

Please let me know when you can talk. Thnx. p

Dr. Pej Bady
President
NuVeda Natural Medicinal Solutions
pbady@NuVeda.org
310-863-4488

Begin forwarded message:

From: martina jaccarino <martinajaccarino@yahoo.com>
Date: November 18, 2015 at 10:14:34 PM PST
To: "pbady@nuveda.com" <pbady@nuveda.com>
Cc: "pbady@me.com" <pbady@me.com>, Shane Terry <shaneterrylv@gmail.com>, Jennifer Goldstein <jennifer@xanthussports.com>, Wells Littlefield <wlittlefield@nuveda.org>
Subject: Derivative Action on behalf of NuVeda

Please see attached correspondence.

Martina L. Jaccarino, Esq.
THE JACCARINO LAW FIRM
872 Coyado Center Dr., Ste 200
Henderson, Nevada 89052
www.mjlawvegas.com
(702) 287-0095

EXHIBIT “10”

EXHIBIT “10”

Ryan T. Gormley

From: Vincent J. Aiello
Sent: Friday, November 20, 2015 1:04 PM
To: Ryan T. Gormley
Subject: FW: NuVeda offer to P Bady & P Mohajer
Attachments: LOI Nuveda to P Bady and P Mohajer_Final.pdf; ATT00001.htm; PastedGraphic-3.tiff; ATT00002.htm

Here is the LOI received late yesterday.

Vincent J. Aiello
Shareholder



ATTORNEYS AT LAW

Office: 702.362.7800 Cell: 702.279.8938
Web: www.klnevada.com Bio: [Attorney Bio](#)
400 S. Rampart Blvd. | Suite 400 | Las Vegas | NV 89145

This communication (including any attachments) is not intended or written to be used, and it cannot be used, for the purpose of avoiding tax penalties that may be imposed on the taxpayer.

This transmission is intended only for the use of the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any use of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately.

From: Shane Terry [<mailto:STerry@nuveda.org>]
Sent: Thursday, November 19, 2015 8:57 PM
To: Vincent J. Aiello
Cc: martina jaccarino; jgoldstein; Wells Littlefield; Pej Bady; Pouya Mohajer
Subject: NuVeda offer to P Bady & P Mohajer

Mr. Aiello,

Ms. Jaccarino provided me with your email address to send our settlement offer, which I have attached. I would like to highlight that since we are on external pressure to reach an agreement and delays could cost us significant investment opportunities, we have been advised to implement a financial penalty decreasing our offer amount on a daily pro-rated basis.

I would also like to emphasize that we are dedicated to reaching an resolution outside of litigation. However, in a very short time our increased risk will exceed our ability and willingness to offer recovery of your client's financial interests.

Thank you for your attention to this matter,

EXHIBIT “11”

EXHIBIT “11”

LETTER OF INTENT

November 18, 2015

Dear Pej and Pouya:

This Letter of Intent outlines the term with respect to the potential transaction described herein between NuVeda, LLC and its subsidiaries ("The Clark Parties") and Pejman Bady and Pouya Mohajer (together "You" and "Your" and "The Nye Parties"). This document, in and of itself, does not represent an enforceable legal contract.

Terms. The principal terms of the proposed transaction would be substantially as follows:

- 1) Cash Payment. The Nye Parties will receive a one-time, lump sum payment of two million five hundred dollars (\$2,500,000) (the "Lump Sum Payment"). The Lump Sum Payment shall be a depleting source, decreasing by one hundred and fifty thousand dollars (\$150,000) every 24-hour period beginning 11am PDT on November 19, 2015 until this LOI is signed by both Bady and Mohajer.
 - a) If the Lump Sum Payment is not paid within 60 days of the final execution of the Closing Documents (the "Payment Date"), in addition to the Lump Sum Payment, the Nye Parties shall receive an economic interest equivalent to 85% of NuVeda, LLC's profits generated from the City of Las Vegas dispensary for a period of 24 months from the Payment Date.
- 2) The Nye Parties' Licenses.
 - a) The Nye Parties would acquire, to the extent permissible by law, all of the Clark Parties' ownership interest in the cultivation license owned by Nye Natural Medicinal Solutions, LLC.
 - b) The Nye Parties will also have the option to buy the production license owned by Nye Natural Medicinal Solutions, LLC (the "Nye Production License").
 - i) Purchase Option:
 - (a) If the Nye Parties elect to purchase the Nye Production License, the Lump Sum Payment will be reduced by five hundred thousand dollars (\$500,000) and;
 - (b) The purchase price of the Nye Production License will be \$500,000.

- (i) Seller Financing: the Nye Production License may be financed by the Clark Parties as follows:
 - 1. 8.5% APR
 - 2. Interest only for 12-month term; balloon payment in amount of remaining principal payable at conclusion of term
 - 3. No penalty for early repayment.
 - 4. \$50,000 down payment due within 48 hours of execution of Closing Documents.
- 3) Assumption of Debt & Accounts Payable. Upon signing of the Closing Documents, the following liabilities will be allocated in accordance herewith:
 - a) The Nye Parties shall be liable for the following liabilities:
 - i) 2Prime - NuVeda promissory note for \$310,000
 - ii) Mohsen Bahri promissory note for \$500,000
 - iii) The 4Front success fee of \$100,000 for the Nye County cultivation license and \$90,000 for the Nye Production License.
 - iv) All accounts payable due to Pejman Bady, Pouya Mohajer, Mohsen Bahri, Majid Golpa and any companies that they own to exclude NuVeda LLC and its subsidiaries.
 - v) All capital contributions by Pejman Bady and Pouya Mohajer, valued at approximately \$378,062 (combined \$880,000 adjusted for losses).
 - b) The Clark Parties shall be liable for the following liabilities:
 - i) All outstanding debt and accounts payable allocated to NuVeda, LLC and its subsidiaries excluding those listed under section 3(a) above, for a value of approximately \$1,986,901.

The Clark Parties will assist the Nye Parties in obtaining regulatory approvals for transferring the interests; and such interest shall transfer only upon final approval from all relevant governing authorities.

- 4) The Clark Parties' Licenses: The Clark Parties would acquire to the extent permissible by law, all of The Nye Parties' ownership interest in NuVeda, LLC and all of its subsidiaries and assets, tangible and intangible, including but not limited to: (1) the cultivation and production licenses held by Clark Natural Medicinal Solutions. LLC; (ii) the two (2) Dispensary licenses held by Clark NMSD. LLC; (iii) and intellectual property; and (iv) the goodwill associated therewith.
 - a) The Nye Parties will assist The Clark Parties in obtaining regulatory approvals for transferring the interests, and shall assist in obtaining full

waivers and releases of liability from every person or entity who invested in the Clark Parties directly or indirectly through the Nye Parties. Such interest shall transfer only upon final approval from all relevant governing authorities.

- 5) Waivers and Releases. As a condition to their receipts of the benefits hereunder, and as part of the Closing Documents, the Nye Parties shall execute, and cause to be executed, full releases of claims on terms satisfactory to the Clark Parties by and on behalf of every individual or entity who has, or purports to have, invested or loaned money to NuVeda, or any of its subsidiaries, directly or indirectly through the Nye Parties including, but not limited to, Mohsen Bahri, Majid Golpa individually and on behalf of 2 Prime, LLC, Pouya Mohajer, Pejman Bady, individually and on behalf of 2 Prime LLC, 2113 Investors, PB Strategies, Inc., BM LLP, and Omni, LLC (the "Releases").
- 6) Definitive Purchase Agreement. All of the terms and conditions of the proposed transaction would be stated in the Closing Documents, which shall include the Releases and a comprehensive Purchase Agreement to be negotiated, agreed and executed by the Clark Parties and the Nye Parties (the "Closing Documents"). Neither party intends to be bound by any oral or written statements or correspondence concerning the Purchase Agreement arising during the course of negotiations notwithstanding that the same may be expressed in terms signifying a partial preliminary or interim agreement between the parties.
- 7) Conduct in Ordinary Course. In addition to the conditions discussed herein and any others to be contained in a definitive written purchase agreement (the "Purchase Agreement"), consummation of the acquisition would be subject to having conducted your business in the ordinary course during the period between the date hereof and the date of closing and there having been no material adverse change in your business, financial condition or prospects.
- 8) Expediency. All parties would use all reasonable efforts to complete and sign the Purchase Agreement on or before December 15, 2015 and to close the transaction as promptly as practicable thereafter.
- 9) Expenses. The Clark Parties and the Nye Parties will each pay their respective expenses incident to this letter of intent, the Purchase Agreement and the transactions contemplated hereby and thereby.

- 10) Public Announcements. Neither the Clark Parties nor the Nye Parties will make any announcement of the proposed transaction contemplated by this letter of intent prior to the execution of the Purchase Agreement without the prior written approval of the other, which approval will not be unreasonably withheld or delayed. The foregoing shall not restrict in any respect your or our ability to communicate information concerning this letter of intent and the transactions contemplated hereby to your and our respective affiliates' officers, directors, employees and professional advisers, and, to the extent relevant, to third parties whose consent is required in connection with the transaction contemplated by this letter of intent.
- 11) Exclusive Negotiating Rights. In order to induce us to commit the resources, forego other potential opportunities, and incur the legal, accounting and incidental expenses necessary properly to evaluate the possibility of acquiring the assets and business described above, and to negotiate the terms of, and consummate, the transaction contemplated hereby, you agree that for a period of 30 days after the date hereof, you, your affiliates and your and their respective officers, directors, employees and agents shall not initiate solicit, encourage, directly or indirectly, or accept any offer or proposal regarding the possible acquisition by any person other than us, including, without limitation, by way of a purchase of shares, purchase of assets or merger, of all or any substantial part of your equity securities or assets, and shall not (other than in the ordinary course of business as heretofore conducted) provide any confidential information regarding your assets or business to any person other than us and our representatives.
- 12) Miscellaneous. This letter shall be governed by the substantive laws of the State of Nevada without regard to conflict of law principles. This letter constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement representation or agreement, other than as expressly set forth herein has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

13) **No Binding Obligation.** Except for Sections 6 through 13, **THIS LETTER OF INTENT DOES NOT CONSTITUTE OR CREATE, AND SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE, ANY LEGALLY BINDING OR ENFORCEABLE OBLIGATION ON THE PART OF EITHER PARTY TO THIS LETTER OF INTENT. NO SUCH OBLIGATION SHALL BE CREATED, EXCEPT BY THE EXECUTION AND DELIVERY OF THE PURCHASE AGREEMENT CONTAINING SUCH TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION AS SHALL BE AGREED UPON BY THE PARTIES, AND THEN ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH PURCHASE AGREEMENT.** The Confidentiality Agreement is to be executed by both parties.

If the foregoing terms and conditions are acceptable to you, please so indicate by initialing each page and signing the enclosed copy of this letter and returning it to the attention of the undersigned.

ACCEPTED AND AGREED

Clark Parties:

Shane Terry _____

Dated: _____

Nye Parties:

INITIAL ONE:

_____ **We choose NOT to purchase the
Nye Production License**

_____ **We choose TO purchase the
Nye Production License**

Pejman Bady _____

Dated: _____

Pouya Mohajer _____

Dated: _____

EXHIBIT “12”

EXHIBIT “12”

KOLESAR & LEATHAM

ATTORNEYS AT LAW

400 SOUTH RAMPART BLVD., SUITE 400
LAS VEGAS, NEVADA 89145
702.362.7800
klnevada.com

November 20, 2015

VIA EMAIL - *martinajaccarino@yahoo.com*

Martina L. Jaccarino, Esq.
JACCARINO LAW FIRM
871 Coronado Center Drive, Suite 200
Henderson, NV 89052

Re: *Dr. Pejman Bady and NuVeda, LLC*

Dear Ms. Jaccarino:

This letter follows our call from yesterday evening. Please note that notwithstanding the clarifications and reservations of rights found in this initial response, our goal is to work with you on a mutually beneficial resolution of this dispute.¹ As discussed, we are in receipt of your letter dated November 18, 2015, regarding certain representations concerning Dr. Pejman Bady and NuVeda, LLC ("Letter"). Additionally, we are in receipt of the November 18, 2015, Letter of Intent ("LOI") from Mr. Shane Terry, which you apparently instructed Mr. Terry to send to me.

While I can appreciate the perception of urgency in drafting your initial correspondence you admittedly understand, based upon our discussion, the Letter and the LOI's deadlines are completely arbitrary and capricious. You e-mailed the Letter to Dr. Bady at 10:14 p.m. Wednesday, November 18, 2015, and imposed a 1 hour and 46 minute response time to resolve the allegations raised therein. While we recognize the time-sensitive nature of an investment offer, the grave allegations contained in the Letter clearly warrant more than one hour and forty-six minutes of consideration.

¹ The statements set forth in this response are offered for settlement purposes in an effort to encourage settlement discussions without either party waiving any rights, remedies, or defenses that they each may have or otherwise prejudice or alter their respective position *vis-à-vis* the other. Nothing offered in this response to the Letter should be construed as a repudiation of the duties owed by either party under the operating agreement. By entering into informal settlement discussions, our client in no way waives his right to present new or additional information, facts, claims, arguments, or defenses based upon subsequently acquired information or evidence. Dr. Bady reserves all rights to object to the manner and use of the provided information in the future, including its use as evidence for discovery purposes, for impeachment or otherwise, in any subsequent proceeding pursuant to the Nevada Rules of Evidence and Civil Procedure or the Federal Rules of Evidence and Civil Procedure as applicable to this matter. Notwithstanding the foregoing, nothing herein is intended to be nor shall be construed as a waiver of any privileges, indemnities under the operating agreement, defenses, or counter-claims in a future proceeding including, but not limited to, the attorney-client privilege.

Martina L. Jaccarino, Esq.
JACCARINO LAW FIRM
Page 2
November 20, 2015

KOLESAR & LEATHAM
ATTORNEYS AT LAW

Next, the LOI imposes a 24-hour acceptance period beginning at 11 a.m. Thursday, November 19, 2015. Mr. Terry e-mailed me the LOI at 8:57 p.m. Thursday, November 19, 2015 – nearly ten hours into the 24-hour deadline. This conduct is unreasonable and does not bode well for a negotiated resolution of this matter. Respectfully, I'd asked that we use practical deadlines based upon business days and definitive offers in an effort to collectively work on a resolution for the members and this entity.

Your Letter makes numerous highly objectionable factual misrepresentations and legal conclusions concerning Mr. Bady, the veracity of which we have not yet verified. Further, the Letter accuses Dr. Bady of various acts of wrongdoing – some of which are arguably defamatory on their face. Dr. Bady wholly denies these accusations and reserves all rights to seek redress accordingly.

Your Letter encourages Dr. Bady to accept a "settlement offer." Presumably, the "settlement offer" mentioned in the Letter refers to the terms of the LOI but your letter offer was so non-descript it was incapable of any form of acceptance. Likewise, the LOI, merely sets forth a generalized frame work for a "settlement offer" which provides little time for review and is therefore not susceptible to thoughtful consideration or acceptance as proposed. The LOI explicitly states that it is non-binding and non-enforceable. Thus, the LOI constitutes no more than a starting point for buy-out negotiations. Further, the LOI's threatened \$150,000 daily deduction in a "purchase price" beginning on 11 a.m. November 19, 2015, is unpersuasive.

Lastly, we remind you the NuVeda, LLC, Operating Agreement (OA) governs conflicts between the members of NuVeda, LLC. For your convenience, we have attached a copy of the controlling Operating Agreement as **Exhibit 1**. Article XI – entitled dispute resolution – requires all disputes between the members of NuVeda, LLC, to proceed through good-faith negotiation, non-binding mediation, and ultimately arbitration. Likewise, as I emphasized during our telephone discussion, the threats of litigation for the sake of litigation seem to do nothing more than perpetuate discord among the members of NuVeda, LLC. Until such time as we have had a chance to speak and work out a plan to move this matter forward it will be of little value to simply trade and re-trade offers amongst the members as any resolution is complex and necessitates the involvement of counsel other than Ms. Goldstein, Esq.

To that end our client is formally invoking his right to mediation and indemnification in accordance with the OA. Therefore, we'd propose counsel for the parties set a time to meet and confer to discuss options to find a mediator to help resolve these allegations and the disputes between the parties on Monday, November 23, 2015. I am available all day to discuss this matter. I have the names of several competent mediators that can assist with this matter. Judge Leavitt at JAMS comes to mind. In the interim, please note that our client reserves all rights as a member and officer under the OA. Through our office he will work constructively with NuVeda and its members to come up with business options that are constructive and ideally in the best

Martina L. Jaccarino, Esq.
JACCARINO LAW FIRM
Page 3
November 20, 2015

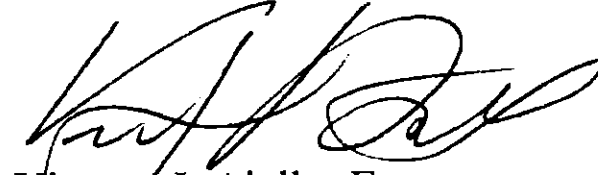
KOLESAR & LEATHAM
ATTORNEYS AT LAW

interests of the parties involved. Any further communication on this matter should be conducted through our office either with me or my partner Mr. Joe Mugan.

Please consider the foregoing and we look forward to speaking with you in more detail.

Sincerely yours,

KOLESAR & LEATHAM

A handwritten signature in black ink, appearing to read 'Vincent J. Aiello', is written over the printed name.

Vincent J. Aiello, Esq.
Joseph J. Mugan, Esq.

VJA/chk
Enclosure
cc: Dr. Pejman Bady

EXHIBIT 1

EXHIBIT 1

NuVeda, LLC

Operating Agreement

July 9, 2014

ARTICLE XI

DISPUTE RESOLUTION

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

However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

11.2 Mediation. Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non-binding on the parties thereto.

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

The Members shall select one neutral third party AAA mediator (the "Mediator") with expertise in the area that is in dispute. If a Mediator has not been selected within five (5) business days thereafter, then a Mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA.

The Mediator shall schedule sessions, as necessary, for the presentation by all Members of their respective positions, which, at the option of the Mediator, may be heard by the Mediator jointly or in private, without any other members present. The mediation proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Mediator and all of the Members. The Members may submit to the Mediator, no later than ten (10) business days prior to the first scheduled session, a brief memorandum in support of their position.

The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the mediator's fee, within ten (10) business days of the last scheduled session. If any Member involved is not satisfied with the recommendation for settlement, he or she may commence an arbitration proceeding.

11.3 Arbitration. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules"). A Member may withdraw from the Member

Dispute by signing an agreement to be bound by the results of the arbitration. A Member who withdraws shall have no further right to participate in the Member Dispute.

The arbitration panel shall consist of one arbitrator. The Members shall select one neutral third party AAA arbitrator (the "Arbitrator") with expertise in the area that is in dispute. If an Arbitrator has not been selected within five (5) business days thereafter, then an Arbitrator shall be selected by the AAA in accordance with the Commercial Arbitration Rules of the AAA. The arbitration proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Arbitrator and all of the Members. Any arbitrator who is selected shall disclose promptly to the AAA and to both parties any financial or personal interest the arbitrator may have in the result of the arbitration and/or any other prior or current relationship, or expected or discussed future relationship, with the Members or their representatives. The arbitrator shall promptly conduct proceedings to resolve the dispute in question pursuant to the then existing Rules. To the extent any provisions of the Rules conflict with any provision of this Section, the provisions of this Section shall control.

In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Discovery shall not be permitted in such arbitration except as allowed by the rules of arbitration, or as otherwise agreed to by all the parties of the Member Dispute. Notwithstanding, the Members agree to make available to one another and to the arbitrator, for inspection and photocopying, all documents, books and records, if determined by the arbitration panel to be relevant to the dispute, and by making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings if determined by the arbitration panel to be relevant to the dispute. The Members agree, unless undue hardship exists, to conduct arbitration hearings to the greatest extent possible on consecutive business days and to strictly observe time periods established by the Rules or by the arbitrator for the submission of evidence and of briefs. Unless otherwise agreed to by the Members, a stenographic record of the arbitration proceedings shall be made and a transcript thereof shall be ordered for each Member, with each party paying an equal portion of the total cost of such recording and transcription.

The arbitrator shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for presentation at the arbitration hearings on the merits of the case. The arbitration panel shall neither have nor exercise any power to act as amicable compositeur or ex aequo et bono; or to award special, indirect, consequential or punitive damages. The decision of the arbitration panel shall be in written form and state the reasons upon which it is based. The statutory, case law and common law of the State of Nevada shall govern in interpreting their respective rights, obligations and liabilities arising out of or related to the transactions provided for or contemplated by this Agreement, including without limitation, the validity, construction and performance of all or any portion of this Agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded, but such governing law shall not include the law pertaining to conflicts or choice of laws of Nevada; provided however, that should the parties refer a dispute arising out of or in connection with an ancillary agreement or an agreement between some or all of the Members which specifically references this Article, then

the statutory, case law and common law of the State whose law governs such agreement (except the law pertaining to conflicts or choice of law) shall govern in interpreting the respective rights, obligations and liabilities of the parties arising out of or related to the transactions provided for or contemplated by such agreement, including, without limitation, the validity, construction and performance of all or any portion of such agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded.

Any action or proceeding subsequent to any Award rendered by the arbitrator in the Member Dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in the same county where the arbitration of the Member Dispute was conducted, and Nevada law shall apply in any such subsequent action or proceeding.

ARTICLE XII

MISCELLANEOUS

12.1 Notices. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

12.2 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

12.3 Binding Effect. Subject to Article VII, this Agreement shall bind and inure to the benefit of the parties and their respective Successors.

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

12.5 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between or among the parties, regarding the subject matter hereof.

12.6 Further Assurances. Each Member shall provide such further information with respect to the Member as the Company may reasonably request, and shall execute such other and further certificates, instruments and other documents, as may be necessary and proper to implement, complete and perfect the transactions contemplated by this Agreement.

12.7 Headings; Gender; Number; References. The headings of the Sections hereof are solely for convenience of reference and are not part of this Agreement. As used herein, each gender includes each other gender, the singular includes the plural and vice versa, as the context

EXHIBIT “13”

EXHIBIT “13”

**ACTION BY WRITTEN CONSENT
OF THE DISINTERESTED VOTING MEMBERS OF NUVEDA, LLC**

The undersigned, being members of NuVeda, LLC, a Nevada limited liability company organized and existing under the laws of the State of Nevada (the “Company”), do hereby take the following action by written consent.

WHEREAS, evidence has been presented, evaluated and considered by the Disinterested Voting Members (as defined in the Company’s Operating Agreement) that Members Pejman Bady (“Bady”) and Pouya Mohajer (“Mohajer”) have engaged in actions that were not in the best in interest of the Company and contrary to the purpose of the Company;

WHEREAS, specifically, evidence has been presented, evaluated and considered by the Disinterested Voting Members that that Bady has undertaken certain actions that comprised the business of the Company, compromised the legal interests of the Company, violated provisions of the Operating Agreement and violated Bady’s legal and fiduciary obligations to the Company and its other Members (“Bady Detrimental Acts”);

WHEREAS, specifically, evidence has been presented, evaluated and considered by the Disinterested Voting Members that that Mohajer has undertaken certain actions that comprised the business of the Company, compromised the legal interests of the Company, violated provisions of the Operating Agreement and violated Mohajer’s fiduciary obligations to the Company and its other Members (“Mohajer Detrimental Acts”);

WHEREAS, the Company’s Operating Agreement reads, in relevant part:

6.2 Expulsion or Death of a Member. A Member's interest in the Company may be terminated or expelled only upon agreement of the Disinterested Voting Members by a vote of 60% or more of Disinterested Voting Interests. Expulsion may only be made by a majority vote of 60% or more of the Disinterested Voting Interests that the expelled member was not acting in the best interest of the Company or was otherwise acting in a manner that was contrary to the purpose of the Company. For purposes of this provision, the "Disinterested Voting Members" shall be those Members who's membership in the Company is not then being voted upon, and "Disinterested Voting Interests" shall be the total percentage of the Ownership Interests held by the Disinterested Voting Members. By means of example only, if the Members sought to expel Member A, who owned a 20% Voting Interest, the Disinterested Voting Members would be all Members other than Member A, and the vote would require 60% of the 80% Disinterested Voting Interests to carry. In order to terminate a Member's interest a meeting of the Voting Members must be held in accordance with the provisions of Section 4.3.

Upon the expulsion or death of a Member, the Member's successor-in-interest, estate or beneficiary or beneficiaries, as the case may be, shall be entitled to receive from the Company, in exchange for all of the former Member's Ownership Interest, the fair market value of that Member's Ownership Interest, adjusted for profits and losses to the date of the

expulsion or death. Fair market value may be determined informally by a unanimous good-faith agreement of all of the Voting Members. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the former Member or the former Member's successor-in-interest, estate or beneficiary or beneficiaries is or are entitled. The Voting Members may elect, by written notice that is provided to the expelled or deceased Member's successor-in-interest, estate or beneficiary or beneficiaries, within thirty (30) days after the Member's expulsion or death, to purchase the former Member's Ownership Interest over a one-year (1 year) period, in four (4) equal installments, with the first installment being due sixty (60) days after the Member's expulsion or date of death. Unless otherwise agreed unanimously by the Voting Members, prior to the completion of such purchase, the former Member's successor-in-interest, estate or beneficiary or beneficiaries, shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled only to receive the share of profits and the return of capital to which the former Member would otherwise have been entitled. The Company, or the other Voting Members, in its or their discretion, may purchase insurance on the lives of any of the Members, with the company or the purchasing Member named as the beneficiary, as the purchaser may decide, and use all or any of the proceeds from such insurance as a source of proceeds from which the deceased Member's Membership Ownership Interest may be purchased by the Company.

WHEREAS, pursuant to Section 6.2 of the Operating Agreement, the Disinterested Voting Members have evaluated Bady Detrimental Acts and agree that Bady was not acting in the best interest of the Company and was acting in a way that is contrary to the purpose of the Company;

WHEREAS, pursuant to Section 6.2 of the Operating Agreement, the Disinterested Voting Members have evaluated Mohajer Detrimental Acts and agree that Mohajer was not acting in the best interest of the Company and was acting in a way that is contrary to the purpose of the Company;

WHEREAS, after careful review and evaluation, the undersigned Disinterested Voting Members believe that it is in the best interest of the Company to expel Bady and Mohajer;

WHEREAS, the Disinterested Voting Members also believe that Bady Detrimental Acts are of such a serious and adverse nature that Bady's continued involvement with the Company further compromises the Company's purpose; and

WHEREAS, the Disinterested Voting Members also believe that Mohajer Detrimental Acts are of such a serious and adverse nature that Mohajer's continued involvement with the Company further compromises the Company's purpose;

NOW THEREFORE, it is RESOLVED, the undersigned Disinterested Voting Members agree that Bady and Mohajer were not acting in the best interest of the Company and acting in a manner that was contrary to the purpose of the Company;

FURTHER RESOLVED, the undersigned Disinterested Voting Members, hereby expel Bady and Mohajer from the Company effective immediately pursuant to Section 6.2 of the Operating Agreement;

FURTHER RESOLVED, Shane Terry is hereby appointed to reach a resolution with Bady and Mohajer for the fair market value of their membership interest or obtain an appraiser on behalf of the Company as necessary;

FURTHER RESOLVED, that the members and manager of the Company be, and hereby are, authorized and directed to execute and deliver, in the name and on behalf of the Company, any and all agreements, documents or instruments, and take such actions as may be necessary or advisable to effect the intent of the resolutions set forth above; and

FURTHER RESOLVED, that this Consent may be executed in counterparts and by electronic signature and fax, each of which shall be deemed an original all of which, taken together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS THEREOF, the undersigned Disinterested Voting Members of NuVeda LLC, have caused these resolutions to be effective upon signature of 60% or more of Disinterested Voting Members.

MEMBERS

DocuSigned by:

Shane Terry

11/20/2015

512E2740E7CC4E9...

Shane Terry

Date

DocuSigned by:

Jennifer Goldstein

11/20/2015

EF77DE40522E4EC...

Jennifer Goldstein

Date

DocuSigned by:

Ryan Winmill

11/21/2015

70216C6BBE1B41B...

Ryan Winmill

Date

DocuSigned by:

John Penders

11/22/2015

4338689CB204421...

John Penders

Date

EXHIBIT “14”

EXHIBIT “14”

From: Vincent J. Aiello
Sent: Monday, November 23, 2015 12:49 PM
To: Martina Jaccarino
Cc: Joseph J. Mugan; Cindy Kishi
Subject: RE: Jaccarino Correspondence Dated 11/18/19

Ms. Jaccarino:

As a follow up to our letter and emails from last week and with an understanding that we are still open to discussions to timely find a mediator in order to resolve these matters in accordance with the operating agreement, my client is willing to make an offer to Ms. Goldstein and Mr. Terry as noted herein. Please note that we are providing this offer by way of e-mail in the interest of time in a good faith effort to timely resolve the issues at hand and taking into consideration the current financial difficulties of the company. Although we noted in our letter that trading offers may not be of value until we have had a chance to further speak and formulate a plan, we believe the urgency of the situation warrants us taking the initial steps to attempt to resolve this matter as we also have yet to receive a response to our letter. As further described in our letter, the alleged "offers" previously made were completely unreasonable due to content and timing - we trust that we can now move forward with serious negotiations to finalize these matters. Taking into consideration the foregoing, our client hereby makes the following offer to Ms. Goldstein and Mr. Terry, contingent on both of them accepting such offer on such terms:

- (1) The acquisition of all of Mr. Terry's ownership interests in the Company in consideration for: (i) the payment of \$80,000 in cash or readily available funds to Mr. Terry and the write off of the \$120,000.00 currently due and owing Dr. Bady by Mr. Terry, not including any interest now due and owing. This constitutes a total purchase price of \$200,000.
- (2) The acquisition of all of Ms. Goldstein's ownership interests in the Company in consideration for \$50,000 in cash or readily available funds.
- (3) The closing to occur as soon as possible and subject to any necessary regulatory approvals for such transfer of ownership interests, a written settlement agreement with mutual releases, and subject to the terms of the operating agreement as well as conveyancing documents needed to effectuate the transfer.

Please note that the amounts being offered exceed the monetary capital contributions made by each person to the company. Further, such offer does not take into consideration numerous issues such as debts of the company and litigation matters involving the company which have all arisen during the time Mr. Terry and Ms. Goldstein have been officers of the company, and all of which will need to be resolved by the company after closing on such acquisition of their interests.

Due to the urgency of this situation, such offer shall remain outstanding until 3:00 p.m. (PDT) on Tuesday, November 24th, 2015. If such offer is not accepted by such time, it will automatically terminate as of such time and be of no further force and effect. We note that this provides your clients with slightly more than one (1) full business day to consider this good faith offer as opposed to the unreasonable time periods and terms previously "offered" by the parties as described in our letter.

Please note that this offer and the content herein is subject to the qualifications and reservation of rights all set forth in our past correspondence with you and those reservations are incorporated herein by this reference.

Should you care to discuss the matter please feel free to contact me.

Regards,

From: Vincent J. Aiello
Sent: Monday, November 23, 2015 5:53 PM
To: Martina Jaccarino
Cc: Joseph J. Mugan
Subject: Written Consent & LOI
Attachments: EcopyScan.pdf

Ms. Jaccarino:

As a follow up to my prior email please see the attached LOI and written consent of the members we received from members of Nuveda, LLC this afternoon. As we understand it you represent NuVeda, LLC (the "Company"). The written consent of the Members we received appears to have been entered into in accordance with the terms of the Operating Agreement and Nevada law. Please feel free to circulate this to the non-signing members for their review, consideration and if agreed to their execution and return to you. If other members listed therein execute the written consent, we respectfully request that you forward us a copy of the executed signature page for our files.

Please note that absent any further consent of the members therein, the written consent and the actions taken therein have been duly adopted and are valid under the terms of the Operating Agreement and Nevada law as 67% of the members of the Company agreed to the matters represented therein. As counsel to the Company and not any individual members, we trust that you will explain the validity of such actions in the consent to the remaining members of the Company.

Please note that the terms of the consent do not in any way impact the ownership interests of any of the members of the Company. The offer set forth in the attachment remains outstanding until such time that it expires pursuant to its terms. Should you care to discuss this matter feel free to contact me.

Regards,

Vincent Aiello
All Rights Reserved

Vincent J. Aiello
Shareholder



ATTORNEYS AT LAW

Office: 702.362.7800 Cell: 702.279.8938
Web: www.klnevada.com Bio: [Attorney Bio](#)
400 S. Rampart Blvd. | Suite 400 | Las Vegas | NV 89145

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EXHIBIT “15”

EXHIBIT “15”

**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING
OF THE MEMBERS OF
NUVEDA, LLC,
A NEVADA LIMITED LIABILITY COMPANY**

The undersigned, representing more than sixty percent (60%) of the voting interests in NUVEDA, LLC, a Nevada limited liability company (the "Company"), hereby waive notice of meeting and consent to the following resolutions in lieu of a Special Meeting in accordance with Nevada law and the Operating Agreement of the Company dated July 9, 2014 (as amended, supplemented or modified, the "Operating Agreement") with the same effect as if those resolutions had been duly proposed and adopted at a Special Meeting of the Members of the Company duly called and held in accordance with applicable law:

APPROVAL OF LETTER OF INTENT

WHEREAS, Section 4.3 of the Operating Agreement provides that: "No regular, annual, special or other meetings of Voting Members are required to be held" and further provides that: "Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with [Nevada law];" and

WHEREAS, Section 4.2 of the Operating Agreement provides that: "no Member without a majority vote consisting of 60% of the Voting Members' interest in the Company, shall have the authority to engage in the following transactions...(d) Selling or leasing any of the Company's property other than in the ordinary course of business...(f) the sale, exchange or other disposition of all, or substantially all, of the Company's assets occurring as party of a single transaction or plan....;" and

WHEREAS, the Company, through certain subsidiaries, currently possesses provisional local and Nevada state approval for two (2) medical marijuana dispensary licenses in Las Vegas, Nevada and one (1) cultivation and one (1) production license in Pahrump, Nevada; and

WHEREAS, there has been presented to the Company and the Members a letter of intent from CWNevada, LLC, a Nevada limited liability company ("CW"), a company engaged in the Nevada medical marijuana business and which possesses a dispensary license and multiple cultivation and production licenses, for purposes of, inter alia: (i) CW acquiring a sixty five percent (65%) controlling interest of the licenses described therein (collectively, the "Licenses"), with the Company retaining a thirty five percent (35%) non-contributing interest in the cultivation facilities and a thirty five percent (35%) interest in the dispensaries; (ii) CW funding one hundred percent (100%) of all necessary tenant improvements, equipment and working capital and satisfying the current accounts payable of the Company (collectively, the "Capital"); and (iii) CW developing, managing, operating and promoting the facilities to maximize profits and the overall value and goodwill of the facilities, substantially in the form attached hereto as Exhibit "A" with the handwritten terms included therein (the "LOI"); and

WHEREAS, the Members have considered the terms and conditions of the LOI for the transfer of the Licenses, the funding of the necessary Capital by CW and the related duties and obligations therein and, taking into consideration, inter alia, the requirement to utilize the licenses under the time constraints imposed by the applicable regulatory authorities and the current capital issues and debt of the Company, the Members deem it advisable and in the best interest of the Company to approve, authorize and enter into the LOI and proceed with the transaction described therein and in accordance with the terms therein.

NOW, THEREFORE, BE IT RESOLVED, that the LOI and the terms therein, including, without limitation, the transfer of the Licenses, the funding of the necessary Capital and related duties and obligations is hereby authorized, approved and ratified, subject to any necessary approval from applicable regulatory authorities; and

BE IT FURTHER RESOLVED, that Dr. Pejman Bady, as the duly appointed President of the Company (the "Authorized Officer"), be and hereby is, solely authorized and directed to enter into the LOI in the form that the Authorized Officer may approve, together with such revisions thereto as the Authorized Officer may approve, the signature of the Authorized Officer on such document being conclusive evidence of his approval of such and the approval of the Members of such document; and

BE IT FURTHER RESOLVED, that the Authorized Officer is hereby authorized and directed to negotiate, enter into, deliver and perform any and all agreements, notes, instruments, applications, requests, certificates, notices, agreements, letters and other documents required under or ancillary to the LOI and necessary to consummate the transaction described therein, including, without limitation, any and all documents from the applicable regulatory authorities necessary for the approval and close of the transaction described in the LOI, and to authorize the filing of, deliver and, if required by law, execute any and all certificates, statements and amendments thereto and other agreements requested by any party thereto or its assigns in connection therewith and with the agreements and transactions authorized by these resolutions; and

BE IT FURTHER RESOLVED, that the Authorized Officer is hereby authorized to take such actions, including those necessary to obtain any necessary consents or approvals, to make such filings and to prepare, execute and deliver such other agreements, instruments and documents as the Authorized Officer, in his sole discretion, deems necessary or advisable, to cause the Company to duly perform its obligations under the LOI and the related agreements, instruments and documents that may be necessary or desirable, and to effect the foregoing resolutions and the transactions contemplated thereby, including any extensions, replacements, supplements, amendments or other modifications to the LOI and the related agreements, instruments and documents that may be necessary or desirable.

REMOVAL OF OFFICERS

WHEREAS, Section 4.1 of the Operating Agreement provides that the Voting Members may appoint officers of the Company who, to the extent provided by the Voting Members, may have and may exercise all the powers and authority of the Members or Managers in the conduct of the business and affairs of the Company; and

WHEREAS, Section 4.1 of the Operating Agreement provides that any action taken by a duly authorized officer, pursuant to authority granted by the Voting Members in accordance with the terms of the Operating Agreement, shall constitute the act of and serve to bind the Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby; and

WHEREAS, due to the current issues involving the Company and certain actions of officers causing such issues thereto, the Members deem it advisable and in the best interest of the Company to: (i) remove Mr. Shane Terry as Chief Executive Officer of the Company and remove all authority relating thereto; and (ii) remove Ms. Jennifer Goldstein as "Principal" and General Counsel of the Company and remove all authority relating thereto.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Shane Terry is hereby removed as the Chief Executive Officer of the Company and is removed in every capacity as an agent of the Company

and hereby has no authority or approval to act as an agent for the Company or bind the Company to any matter; and

BE IT FURTHER RESOLVED, that Ms. Jennifer Goldstein is hereby removed as a "Principal" and General Counsel of the Company and is removed in every capacity as an agent of the Company and hereby has no authority or approval to act as an agent for the Company or bind the Company to any matter; and

BE IT FURTHER RESOLVED, that the officer positions of Chief Executive Officer, "Principal" and General Counsel shall remain vacant until such time as the Members appoint a qualified person or persons to such respective positions and as determined by the Members and in accordance with the terms of the Operating Agreement.

GENERAL AUTHORIZING RESOLUTION AND RATIFICATION OF PREVIOUS ACTS

BE IT FURTHER RESOLVED, that the Authorized Officer be and hereby is, authorized and directed, for and on behalf of the Company, to take or cause to be taken any and all actions, to make all such arrangements, and to execute and deliver such other instruments and documents as the Authorized Officer may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and consummate the transactions contemplated herein, the taking of any such action being conclusive evidence of such determination, and any and all actions taken heretofore and hereafter to accomplish such purposes, all or singular, are hereby ratified and confirmed; and

BE IT FURTHER RESOLVED, that any and all actions, all arrangements, and the execution, delivery and filing of any financing statements, instruments and documents previously taken by the Authorized Officer of the Company in his capacity as the President or a manager of the Company, including, but not limited to, all actions set forth in the records of the Company, are hereby all authorized, approved, ratified and confirmed; and

BE IT FINALLY RESOLVED, that this Joint Unanimous Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 23, 2015.

MEMBERS:

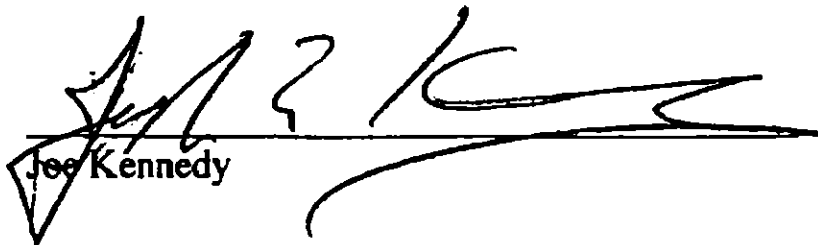
VOTING INTERESTS

Pejman Bady 46.5%

Shane Terry 21%

Pouya Mohajer 21%

Jennifer Goldstein 7%


Joe Kennedy 1%

John Penders 1.75%

Ryan Winmill 1.75%

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 23, 2015.

MEMBERS:

VOTING INTERESTS

Pejman Bady

46.5%

Shane Terry

21%

Pouya Mohajer

21%

Jennifer Goldstein

7%

Joe Kennedy

1%

John Penders

1.75%

Ryan Winnill

1.75%

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 23, 2015.

MEMBERS:

VOTING INTERESTS


_____ Pejman Bady	46.5%
_____ Shane Terry	21%
 _____ Pouya Mohajer	21%
_____ Jennifer Goldstein	7%
_____ Joe Kennedy	1%
_____ John Penders	1.75%
_____ Ryan Winmill	1.75%

EXHIBIT “16”

EXHIBIT “16”

Ryan T. Gormley

From: Vincent J. Aiello
Sent: Tuesday, November 24, 2015 10:14 AM
To: Pantea F. Stevenson
Cc: Cindy Kishi
Subject: Re: NuVeda - Removal and invitation to meet

Ms. Stevenson, so you are aware I'm in court this morning and will get back to you as soon as possible. Given the docket this morning and length of proceedings it's not likely that I'll be able to speak with you until late afternoon.

Vincent Aiello

Sent from iPhone.

Vincent J. Aiello
Shareholder



Office: 702.362.7800 Cell: 702.279.8938
Web: www.klnevada.com Bio: [Attorney Bio](#)
400 S. Rampart Blvd. | Suite 400 | Las Vegas | NV 89145

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On Nov 24, 2015, at 10:07 AM, Pantea F. Stevenson <stevenson@pfstevenson.com> wrote:

Hi Vincent:

I tried calling both your office and cell but I was directed to voicemail for both. I look forward to hearing back. I will try again in an hour.

Best,
Pantea

--

Pantea Farhi Stevenson, Esq.
1818 Library St., Suite 500

Reston, VA 20190
571.449.7090
stevenson@pfstevenson.com
www.pfstevenson.com

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On Tue, Nov 24, 2015 at 1:08 AM, Pantea F. Stevenson <stevenson@pfstevenson.com> wrote:

Hi Mr. Aiello:

Please direct correspondence for NuVeda to Ms. Goldstein and me as I have been retained to negotiate an exit for Dr. Bady under the supervision of Ms. Goldstein. I will note for the record once again that your representation of NuVeda's offers and timeline are factually incorrect. I provided the correct timeline in my email on Sunday.

Please note that Dr. Bady and Dr. Mohajer were removed from the company effective November 20, 2015, pursuant to Section 6.3 of the Operating Agreement for wrongdoing. The Action by Written Consent expelling Drs. Mohajer and Bady from the Company is attached here for your reference. Any actions purported to have been undertaken by Drs. Mohajer and Bady on behalf of the Company after November 20, 2015 are invalid as such acts occurred after their expulsion from the Company. Please also note that any roles they have had on behalf of the Company are terminated effective immediately. Specifically, Dr. Bady has been terminated as President and Dr. Mohajer terminated as the Chief Medical Officer.

Pursuant to Section 6.3, the Company will be electing to purchase their membership interest at fair market value. My role is to protect the best interest of the company and upon determining the extent of wrongdoing, we had to take the prescribed action for the best interest of the company. We had hoped to discuss this in person, but our efforts were rebuked.

I would like to explain this so that everyone understands the situation. Your client engaged in serious misconduct. We will be sending you evidence of this through its paper trail in the coming days. Based on our investigation:

- Dr. Bady and Dr. Mohajer changed distributed losses in K-1 filings (we will be working to correct this with the IRS);
- Dr. Bady failed to disclose multiple interested party transactions where he negotiated on both sides of a deal;
- Dr. Bady created an entity that usurped a corporate opportunity without disclosure;
- Dr. Bady actively misled potential investors and members.

Our multiple requests to meet have been disregarded. Instead, you refused to contact us and sent an unreasonable offer via email and attempted to partake in transactions in violation of the Operating Agreement that diverted the company's assets.

Despite this, it is, and it continues to be, our intent to form an amicable resolution. As Dr. Bady drags this out and tries to outmaneuver, he is not only hurting his investment but the investment of his friends. Dr. Bady is currently on a path that is worse than even a Pyrrhic Victory because his losses will be worse than other parties.

Once again, we extend an invitation to negotiate in person or over the phone. Unless you indicate otherwise, we will call you tomorrow at 10:00 a.m. pacific time.

Please note that Dr. Mohsen Bahri's attorney requested that she be included in negotiations involving her client.

Thank you,

Pantea

--

Pantea Farhi Stevenson, Esq.
1818 Library St., Suite 500
Reston, VA 20190
571.449.7090
stevenson@pfstevenson.com
www.pfstevenson.com

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EXHIBIT “17”

EXHIBIT “17”

**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING
OF THE MEMBERS OF
NUVEDA, LLC,
A NEVADA LIMITED LIABILITY COMPANY**

The undersigned, representing more than sixty percent (60%) of the disinterested voting interests in NUVEDA, LLC, a Nevada limited liability company (the "Company"), hereby waive notice of meeting and consent to the following resolutions in lieu of a Special Meeting in accordance with Nevada law and the Operating Agreement of the Company dated July 9, 2014 (as amended, supplemented or modified, the "Operating Agreement") with the same effect as if those resolutions had been duly proposed and adopted at a Special Meeting of the Members of the Company duly called and held in accordance with applicable law:

WHEREAS, Section 4.3 of the Operating Agreement provides that: "No regular, annual, special or other meetings of Voting Members are required to be held" and further provides that: "Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with [Nevada law];" and

WHEREAS, Section 6.2 of the Operating Agreement provides that: "A Member's interest in the Company may be terminated or expelled upon agreement of the Disinterested Voting Members by a vote of 60% of more of Disinterested Voting Interests" and further provides that: "Expulsion may only be made by a majority vote of 60% or more of the Disinterested Voting Interests that the expelled member was not acting in the best interest of the Company or was otherwise acting in a manner that was contrary to the purpose of the Company;" and

WHEREAS, evidence and information has been evaluated and considered by the undersigned that Mr. Shane Terry has undertaken actions that have not been in the best interest of the Company and was contrary to the purpose of the Company, including, without limitation, unilaterally making decisions on behalf of, and binding, the Company without obtaining the required approval of the Members of the Company in accordance with the Operating Agreement; and

WHEREAS, in addition to the foregoing violations, the Members of the Company previously approved in accordance with the terms of the Operating Agreement a Letter of Intent with CWNevada, LLC, a Nevada limited liability company ("CW"), a company engaged in the Nevada medical marijuana business and which possesses a dispensary license and multiple cultivation and production licenses, for purposes of, inter alia: (i) CW acquiring a sixty five percent (65%) controlling interest of the licenses described therein (collectively, the "Licenses"), with the Company retaining a thirty five percent (35%) non-contributing interest in the cultivation facilities and a thirty five percent (35%) interest in the dispensaries; (ii) CW funding one hundred percent (100%) of all necessary tenant improvements, equipment and working capital and satisfying the current accounts payable of the Company (collectively, the "Capital"); and (iii) CW developing, managing, operating and promoting the facilities to maximize profits and the overall value and goodwill of the facilities (the "LOI"), pursuant to that certain Written Consent in Lieu of Special Meeting of the Members of NuVeda, LLC, a Nevada limited liability company dated November 23rd, 2015 (the "Consent"); and

WHEREAS, pursuant to the terms of the Consent, Dr. Pej Bady, duly appointed President of the Company, was authorized to execute the Consent and proceed with the necessary negotiations for consummating the transaction described in the LOI; and

WHEREAS, pursuant to the terms of the Consent and the authority granted therein, Dr. Pej Bady executed and delivered the LOI to CW; and

WHEREAS, pursuant to the terms of the Consent, Mr. Shane Terry was removed as Chief Executive Officer of the Company and was removed in every capacity as an agent of the Company; and

WHEREAS, the Consent was forwarded to Company counsel for circulation to the members of the Company, including, without limitation, Mr. Shane Terry, on November 23, 2015; and

WHEREAS, in blatant disregard of the actions taken by the Members of the Company pursuant to the Consent, Mr. Shane Terry: (i) continues to represent to third parties that he is an agent of the Company; and (ii) continues to engage in discussions and representations relating to the business of the Company; and

WHEREAS, Mr. Shane Terry executed an Action By Written Consent of the Disinterested Voting Members of NuVeda, LLC for the attempted expulsion of the membership interests of Mr. Pouya Mohajer and Dr. Pej Bady pursuant to the terms of the Operating Agreement (the "Disinterested Consent"); and

WHEREAS, pursuant to the terms of the Operating Agreement, the Disinterested Consent did not constitute a valid action taken by the Disinterested Members of the Company as such Disinterested Consent was not executed by the requisite 60% or more of the Disinterested Voting Interests in the Company; and

WHEREAS, due to the failure to satisfy the requirements of the Operating Agreement, the membership interest of Mr. Pouya Mohajer and Dr. Pej Bady were not expelled by the Disinterested Members of the Company under the Disinterested Consent and Mr. Mohajer and Dr. Bady currently are, and continue to be, Members of the Company pursuant to the terms of the Operating Agreement; and

WHEREAS, despite the invalidity of the Disinterested Consent, and with full knowledge thereof, Mr. Shane Terry directed an alleged representative of the Company to directly forward such Disinterested Consent to a representative of CW and mistakenly claim that the information therein was true and correct in an effort to jeopardize the transaction and the LOI duly approved by the Members of the Company; and

WHEREAS, taking into consideration the foregoing and all related continued detrimental actions taken by Mr. Terry (collectively, the "Terry Actions"), which were not in the best interest of the Company and contrary to the purpose of the Company, the undersigned Members, constituting more than the requisite sixty percent (60%) of the Disinterested Voting Interests in the Company pursuant to the terms of the Operating Agreement, deem it advisable and in the best interest and protection of the Company to expel Mr. Terry as a Member of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Terry Actions by Mr. Terry were not in the best interest of the Company and were taken in a manner that was contrary to the purpose of the Company; and

BE IT FURTHER RESOLVED, that Mr. Terry and all of Mr. Terry's interests in the Company are hereby expelled pursuant to Section 6.2 of the Operating Agreement; and

BE IT FURTHER RESOLVED, that in accordance with Section 6.2 of the Operating Agreement, Mr. Terry has no right to constitute a Member of the Company or participate in the

management of the business and affairs of the Company as a Member or Manager effective immediately; and

BE IT FURTHER RESOLVED, that Dr. Pejman Bady, as the duly appointed President of the Company (the "Authorized Officer"), be and hereby is, solely authorized and directed to negotiate, enter into, deliver and perform any and all agreements, notes, instruments, applications, requests, certificates, notices, agreements, letters and other documents relating to the required redemption of all of Mr. Terry's now expunged interests in the Company in accordance with Section 6.2 of the Operating Agreement, including, without limitation, obtaining an appraiser on behalf of the Company as necessary; and

BE IT FURTHER RESOLVED, that the Authorized Officer is hereby authorized to take such actions, including those necessary to obtain any necessary consents or approvals, to make such filings and to prepare, execute and deliver such other agreements, instruments and documents as the Authorized Officer, in his sole discretion, deems necessary or advisable, to cause the Company to duly perform its obligations under the Operating Agreement and the related agreements, instruments and documents that may be necessary or desirable, and to effect the foregoing resolutions and the transactions contemplated thereby.

GENERAL AUTHORIZING RESOLUTION AND RATIFICATION OF PREVIOUS ACTS

BE IT FURTHER RESOLVED, that the Authorized Officer be and hereby is, authorized and directed, for and on behalf of the Company, to take or cause to be taken any and all actions, to make all such arrangements, and to execute and deliver such other instruments and documents as the Authorized Officer may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and consummate the transactions contemplated herein, the taking of any such action being conclusive evidence of such determination, and any and all actions taken heretofore and hereafter to accomplish such purposes, all or singular, are hereby ratified and confirmed; and

BE IT FURTHER RESOLVED, that any and all actions, all arrangements, and the execution, delivery and filing of any financing statements, instruments and documents previously taken by the Authorized Officer of the Company in his capacity as the President or a manager of the Company, including, but not limited to, all actions set forth in the records of the Company, are hereby all authorized, approved, ratified and confirmed; and

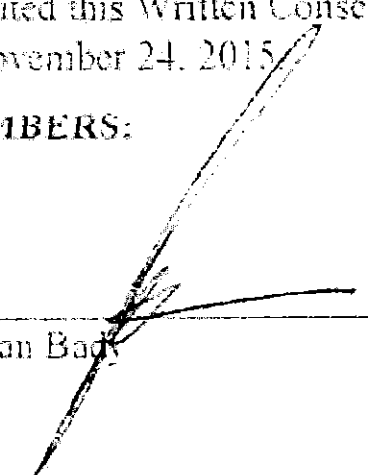
BE IT FINALLY RESOLVED, that this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 24, 2015.

MEMBERS:

VOTING INTERESTS

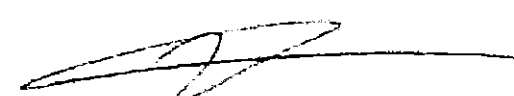

Pejman Badji

11/24/15

46.5%

Interested Member
Shane Terry

None as Interested Member


Pouya Mohajer

11/29/15

21%

Jennifer Goldstein

7%

Joe Kennedy

1%

John Penders

1.75%

Ryan Winnill

1.75%

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 24, 2015.

MEMBERS:

VOTING INTERESTS

Pejman Bady

46.5%

Interested Member
Shane Terry

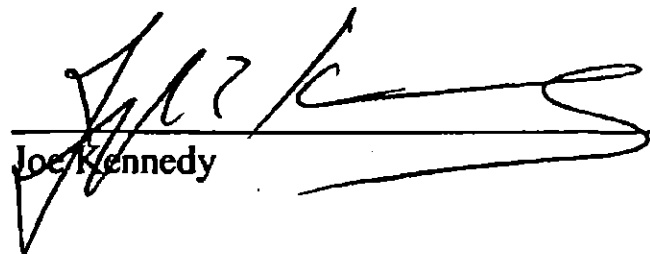
None as Interested Member

Pouya Mohajer

21%

Jennifer Goldstein

7%


Joe Kennedy

1%

John Penders

1.75%

Ryan Winmill

1.75%

EXHIBIT “18”

EXHIBIT “18”

**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING
OF THE MEMBERS OF
NUVEDA, LLC,
A NEVADA LIMITED LIABILITY COMPANY**

The undersigned, representing more than sixty percent (60%) of the disinterested voting interests in NUVEDA, LLC, a Nevada limited liability company (the "Company"), hereby waive notice of meeting and consent to the following resolutions in lieu of a Special Meeting in accordance with Nevada law and the Operating Agreement of the Company dated July 9, 2014 (as amended, supplemented or modified, the "Operating Agreement") with the same effect as if those resolutions had been duly proposed and adopted at a Special Meeting of the Members of the Company duly called and held in accordance with applicable law:

WHEREAS, Section 4.3 of the Operating Agreement provides that: "No regular, annual, special or other meetings of Voting Members are required to be held" and further provides that: "Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with [Nevada law];" and

WHEREAS, Section 6.2 of the Operating Agreement provides that: "A Member's interest in the Company may be terminated or expelled upon agreement of the Disinterested Voting Members by a vote of 60% of more of Disinterested Voting Interests" and further provides that: "Expulsion may only be made by a majority vote of 60% or more of the Disinterested Voting Interests that the expelled member was not acting in the best interest of the Company or was otherwise acting in a manner that was contrary to the purpose of the Company;" and

WHEREAS, evidence and information has been evaluated and considered by the undersigned that Ms. Jennifer Goldstein has undertaken actions that have not been in the best interest of the Company and was contrary to the purpose of the Company, including, without limitation, (i) unilaterally making decisions on behalf of, and binding, the Company without obtaining the required approval of the Members of the Company in accordance with the Operating Agreement, and (ii) failing to satisfy her ethical obligations as a duly licensed attorney in the State of Nevada relating to her actions as general counsel and ownership interests in the Company; and

WHEREAS, in addition to the foregoing violations, the Members of the Company previously approved in accordance with the terms of the Operating Agreement a Letter of Intent with CWNevada, LLC, a Nevada limited liability company ("CW"), a company engaged in the Nevada medical marijuana business and which possesses a dispensary license and multiple cultivation and production licenses, for purposes of, inter alia: (i) CW acquiring a sixty five percent (65%) controlling interest of the licenses described therein (collectively, the "Licenses"), with the Company retaining a thirty five percent (35%) non-contributing interest in the cultivation facilities and a thirty five percent (35%) interest in the dispensaries; (ii) CW funding one hundred percent (100%) of all necessary tenant improvements, equipment and working capital and satisfying the current accounts payable of the Company (collectively, the "Capital"); and (iii) CW developing, managing, operating and promoting the facilities to maximize profits and the overall value and goodwill of the facilities (the "LOI"), pursuant to that certain Written Consent in Lieu of Special Meeting of the Members of NuVeda, LLC, a Nevada limited liability company dated November 23rd, 2015 (the "Consent"); and

WHEREAS, pursuant to the terms of the Consent, Dr. Pej Bady, duly appointed President of the Company, was authorized to execute the Consent and proceed with the necessary negotiations for consummating the transaction described in the LOI; and

WHEREAS, pursuant to the terms of the Consent and the authority granted therein, Dr. Pej Bady executed and delivered the LOI to CW; and

WHEREAS, pursuant to the terms of the Consent, Ms. Jennifer Goldstein was removed as “Principal” and General Counsel of the Company and was removed in every capacity as an agent of the Company; and

WHEREAS, the Consent was forwarded to Company counsel for circulation to the members of the Company, including, without limitation, Ms. Goldstein, on November 23, 2015; and

WHEREAS, in blatant disregard of the actions taken by the Members of the Company pursuant to the Consent, Ms. Jennifer Goldstein: (i) continues to represent to third parties that she is an agent of the Company; and (ii) continues to engage in discussions and representations relating to the business of the Company; and

WHEREAS, Ms. Jennifer Goldstein executed an Action By Written Consent of the Disinterested Voting Members of NuVeda, LLC for the attempted expulsion of the membership interests of Mr. Pouya Mohajer and Dr. Pej Bady pursuant to the terms of the Operating Agreement (the “Disinterested Consent”); and

WHEREAS, pursuant to the terms of the Operating Agreement, the Disinterested Consent did not constitute a valid action taken by the Disinterested Members of the Company as such Disinterested Consent was not executed by the requisite 60% or more of the Disinterested Voting Interests in the Company; and

WHEREAS, due to the failure to satisfy the requirements of the Operating Agreement, the membership interest of Mr. Pouya Mohajer and Dr. Pej Bady were not expelled by the Disinterested Members of the Company under the Disinterested Consent and Mr. Mohajer and Dr. Bady currently are, and continue to be, Members of the Company pursuant to the terms of the Operating Agreement; and

WHEREAS, despite the invalidity of the Disinterested Consent, and with full knowledge thereof, Ms. Jennifer Goldstein directed an alleged representative of the Company to directly forward such Disinterested Consent to a representative of CW and mistakenly claim that the information therein was true and correct in an effort to jeopardize the transaction and the LOI duly approved by the Members of the Company; and

WHEREAS, taking into consideration the foregoing and all related continued detrimental actions taken by Ms. Goldstein (collectively, the “Goldstein Actions”), which were not in the best interest of the Company and contrary to the purpose of the Company, the undersigned Members, constituting more than the requisite sixty percent (60%) of the Disinterested Voting Interests in the Company pursuant to the terms of the Operating Agreement, deem it advisable and in the best interest and protection of the Company to expel Ms. Goldstein as a Member of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Goldstein Actions by Ms. Goldstein were not in the best interest of the Company and were taken in a manner that was contrary to the purpose of the Company; and

BE IT FURTHER RESOLVED, that Ms. Goldstein and all of Ms. Goldstein’s interests in the Company are hereby expelled pursuant to Section 6.2 of the Operating Agreement; and

BE IT FURTHER RESOLVED, that in accordance with Section 6.2 of the Operating Agreement, Ms. Goldstein has no right to constitute a Member of the Company or participate in the management of the business and affairs of the Company as a Member or Manager effective immediately; and

BE IT FURTHER RESOLVED, that Dr. Pejman Bady, as the duly appointed President of the Company (the "Authorized Officer"), be and hereby is, solely authorized and directed to negotiate, enter into, deliver and perform any and all agreements, notes, instruments, applications, requests, certificates, notices, agreements, letters and other documents relating to the required redemption of all of Ms. Goldstein's now expunged interests in the Company in accordance with Section 6.2 of the Operating Agreement, including, without limitation, obtaining an appraiser on behalf of the Company as necessary; and

BE IT FURTHER RESOLVED, that the Authorized Officer is hereby authorized to take such actions, including those necessary to obtain any necessary consents or approvals, to make such filings and to prepare, execute and deliver such other agreements, instruments and documents as the Authorized Officer, in his sole discretion, deems necessary or advisable, to cause the Company to duly perform its obligations under the Operating Agreement and the related agreements, instruments and documents that may be necessary or desirable, and to effect the foregoing resolutions and the transactions contemplated thereby.

GENERAL AUTHORIZING RESOLUTION AND RATIFICATION OF PREVIOUS ACTS

BE IT FURTHER RESOLVED, that the Authorized Officer be and hereby is, authorized and directed, for and on behalf of the Company, to take or cause to be taken any and all actions, to make all such arrangements, and to execute and deliver such other instruments and documents as the Authorized Officer may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and consummate the transactions contemplated herein, the taking of any such action being conclusive evidence of such determination, and any and all actions taken heretofore and hereafter to accomplish such purposes, all or singular, are hereby ratified and confirmed; and

BE IT FURTHER RESOLVED, that any and all actions, all arrangements, and the execution, delivery and filing of any financing statements, instruments and documents previously taken by the Authorized Officer of the Company in his capacity as the President or a manager of the Company, including, but not limited to, all actions set forth in the records of the Company, are hereby all authorized, approved, ratified and confirmed; and

BE IT FINALLY RESOLVED, that this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 24, 2015.

MEMBERS:

VOTING INTERESTS

Pejman Bady

46.5%

Shane Terry

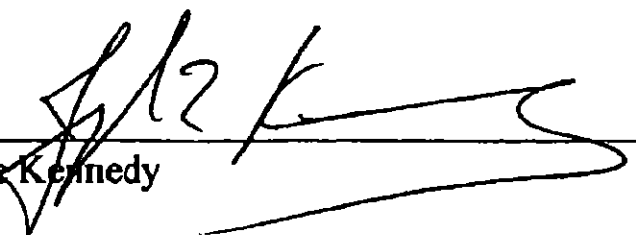
21%

Pouya Mohajer

21%

Interested Member
Jennifer Goldstein

None as Interested Member



Joe Kennedy

1%

John Penders

1.75%

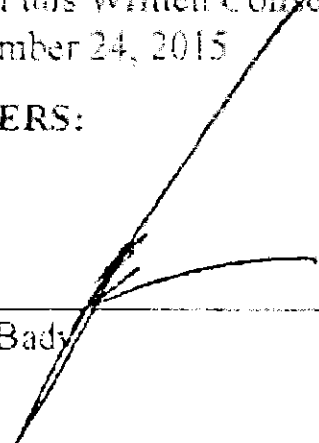
Ryan Winmill

1.75%

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 24, 2015

MEMBERS:

VOTING INTERESTS



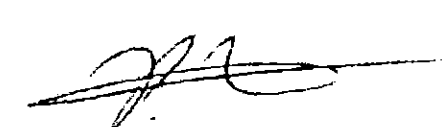
Pejman Bady

11/24/15

46.5%

Shane Terry

21%



Pouya Mohajer

11/24/15

21%

Interested Member
Jennifer Goldstein

None as Interested Member

Joe Kennedy

1%

John Penders

1.75%

Ryan Winnill

1.75%

EXHIBIT “19”

EXHIBIT “19”

KOLESAR & LEATHAM

ATTORNEYS AT LAW

400 SOUTH RAMPART BLVD., SUITE 400
LAS VEGAS, NEVADA 89145
702.362.7800
klnevada.com

November 25, 2015

VIA EMAIL - *stevenson@pfstevenson.com*

Pantea Farhi Stevenson, Esq.
1818 Library Street, Suite 500
Reston, VA 20190

Re: *NuVeda LLC*

Dear Ms. Stevenson:

As a follow up to our discussion from yesterday and my correspondence to Ms. Jaccarino on November 20, 2015, this firm represents Dr. Pej Bady with respect to his interests and involvement in NuVeda, LLC (the "Company").¹ Based upon your admissions we understand that you are not a Nevada licensed attorney but are currently and allegedly representing the Company with respect to Nevada corporate matters and which may result in litigation between the parties.

Please note that we call into question whether you have been formally retained by the Company as opposed to you representing the personal interests of Ms. Goldstein and Mr. Terry, each individually. As noted, we have been working directly with Ms. Jaccarino, a duly licensed Nevada attorney and who we understand is currently representing the Company and who we have copied on this correspondence. In case you were not aware of our prior correspondence, we have attached it for your review. You will note therein we specifically requested the parties meet and confer to set a mediation date with a mediator at JAMS. We have not heard from Ms. Jaccarino

¹ The statements set forth in this response are offered for settlement purposes in an effort to encourage settlement discussions without either party waiving any rights, remedies, or defenses that they each may have or otherwise prejudice or alter their respective position *vis-à-vis* the other. Nothing offered in this response to the Letter should be construed as a repudiation of the duties owed by either party under the operating agreement. By entering into informal settlement discussions, our client in no way waives his right to present new or additional information, facts, claims, arguments, or defenses based upon subsequently acquired information or evidence. Dr. Bady reserves all rights to object to the manner and use of the provided information in the future, including its use as evidence for discovery purposes, for impeachment or otherwise, in any subsequent proceeding pursuant to the Nevada Rules of Evidence and Civil Procedure or the Federal Rules of Evidence and Civil Procedure as applicable to this matter. Notwithstanding the foregoing, nothing herein is intended to be nor shall be construed as a waiver of any privileges, indemnities under the operating agreement, defenses, or counter-claims in a future proceeding including, but not limited to, the attorney-client privilege.

or anyone else concerning this request. Nonetheless we've reached out to JAMS to determine the availability and dates for the various mediators and provided this information to you in a separate email.

Please note that although we feel compelled to address your correspondence below and the invalid Action by Written Consent forwarded to us for the protection of our client, we must reserve our right as attorneys due to our ethical obligations to continue our investigation as to whether you are engaging in the practice of law in the State of Nevada absent a Nevada bar license. We note that all further correspondence will be with Ms. Jaccarino as a Nevada licensed attorney unless we hear otherwise directly from her.

Taking into consideration the foregoing, please find attached the following:

(1) The correspondence to Ms. Jaccarino on November 23rd providing for an offer to acquire the interests of Mr. Terry and Ms. Goldstein, a copy of which is attached hereto as Exhibit "A" (the "Offer Letter");

(2) The correspondence to Ms. Jaccarino on November 23rd whereby we forwarded a duly entered into Written Consent of the Members approving an LOI and removing Ms. Goldstein and Mr. Terry as officers and agents of the Company for circulation to all members (the "Consent"), a copy of which is attached hereto as Exhibit "B;"

(3) The Consent, a copy of which is attached hereto as Exhibit "C;"

(4) The Written Consent in Lieu of Special Meeting of the Members of the Company for the expulsion of Ms. Goldstein and her interest in the Company in accordance with Section 6.2 of the Operating Agreement, a copy of which is attached hereto as Exhibit "D" (the "Goldstein Consent"); and

(5) The Written Consent in Lieu of Special Meeting of the Members of the Company for the expulsion of Mr. Terry and his interest in the Company in accordance with Section 6.2 of the Operating Agreement, a copy of which is attached hereto as Exhibit "E" (the "Terry Consent" and, collectively with the Goldstein Consent, the "Expulsion Consents").

With respect to the Action by Written Consent of the Disinterested Voting Members of the Company (the "Invalid Consent") forwarded by you, please note that this is an invalid action taken by the members signatory thereto as they fail to meet the requisite sixty percent (60%) of disinterested voting interests as required under Section 6.2 of the Operating Agreement. Specifically, each attempted action to expunge a Member is a separate and distinct corporate action requiring a separate vote by the disinterested members in accordance with Nevada law and cannot be lumped together as a single action as attempted under the Invalid Consent – you fail to take into consideration the voting interests of both Dr. Bady and Mr. Mohajer as it relates to the attempted expulsion of the other Member.

By way of example, Mr. Mohajer constitutes a Disinterested Member for purposes of voting to approve an action to expunge Dr. Bady and his interests in the Company. Accordingly, Mr. Mohajer's voting interest in the Company must be taken into consideration as a disinterested voting interest when voting to expunge Dr. Bady for purposes of attempting to obtain the required sixty percent (60%) of disinterested voting interests required under the Operating Agreement. Based on the foregoing, you clearly failed to satisfy the voting requirements under Section 6.2 of the Operating Agreement.

The same example is applicable with trying to expunge Mr. Mohajer's ownership interests in the Company – again, taking into consideration the disinterested voting interest of Dr. Bady as required under the Operating Agreement relating to an attempt to expulsion of Mr. Mohajer's ownership interests, you again clearly fail to satisfy the voting requirements under Section 6.2 of the Operating Agreement. Accordingly, the Invalid Consent and the attempted actions taken therein are invalid and did not occur.

However, despite the foregoing and as Company counsel at the direction of Mr. Terry and Ms. Goldstein, we understand that you contacted a representative of CW and incorrectly stated that Dr. Bady and Mr. Mohajer were removed from the Company. Please note such actions, along with the continued detrimental conduct of Mr. Terry and Ms. Goldstein, have been addressed in the Expulsion Consents accordingly. We trust that as Company counsel you will accurately explain the validity of such actions and the impact thereof to all members of the Company.

Also, we call into question the date and timing of the execution of the Invalid Consent. You indicate in a previous correspondence to us that the Invalid Consent took effect (incorrectly) on November 20, 2015. However, in reviewing the Invalid Consent, there are dated signature blocks of November 21st and November 22nd. Further, the Invalid Consent was never produced to us and our client until after Ms. Goldstein and Mr. Terry received notification of their removal as officers and agents of the Company. If the Invalid Consent was truly effectuated on November 20th, or even November 22nd taking into consideration the last actual date of signature on the Invalid Consent, why was it not produced on such date but instead suddenly forwarded after removal of them as officers? We request and reserve the right to recover the original electronic draft of this document with corresponding date and time stamp in native format from the individual that prepared it. This conduct calls into question the activities of Ms. Terry and Mr. Goldstein as it relates to the dating of such Invalid Consent taking into consideration the timing of the matters described herein.

Please note that we previously forwarded an offer to acquire the interest of Mr. Terry and Ms. Goldstein (the "Offer"), as set forth in the Offer Letter. Although, such offer expired by its terms yesterday as described in the Offer Letter, in a good faith effort to timely resolve this matter, our client is willing to extend the time period for the Offer to remain outstanding to 12:00 p.m. (PDT) on November 30, 2015. If such Offer is not accepted by such time, it will automatically terminate as of such time and be of no further force and effect.

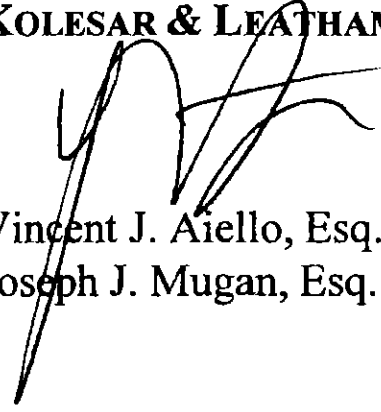
Pantea Farhi Stevenson, Esq.
Page 4
November 25, 2015

KOLESAR & LEATHAM
ATTORNEYS AT LAW

Finally, please note that our client denies all accusations set forth in your correspondence to this firm on November 23, 2015, and continues to reserve all rights to seek redress accordingly pursuant to the reservation of rights as set for in the prior correspondence to Ms. Jaccarino.

Regards,

KOLESAR & LEATHAM



Vincent J. Aiello, Esq.
Joseph J. Mugan, Esq.

VJA/chk
Enclosures

cc: Dr. Pejman Bady (w/o Enclosures)
Martina L. Jaccarino, Esq. (w/Enclosures)

EXHIBIT “20”

**PURCHASE AGREEMENT
FILED UNDER SEAL**

EXHIBIT “20”

EXHIBIT “21”

EXHIBIT “21”

DECL

VINCENT J. AIELLO, ESQ.

Nevada Bar No. 007970

MATTHEW DUSHOFF, ESQ.

Nevada Bar No. 004975

KOLESAR & LEATHAM

400 South Rampart Boulevard Suite 400

Las Vegas, Nevada 89145

Telephone: (702) 362-7800

Facsimile: (702) 362-9472

E-Mail: vaiello@klnevada.com

mdushoff@klnevada.com

Attorneys for Defendant

PEJMAN BADY

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident,

Plaintiffs,

vs.

PEJMAN BADY; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X, inclusive,

Defendants.

CASE NO. A-15-728510-B

DEPT NO. XI

**DECLARATION OF THOMAS
FRANK IN SUPPORT OF PEJMAN
BADY'S OPPOSITION TO
PLAINTIFFS' MOTION FOR
PRELIMINARY INJUNCTION AND
APPLICATION ON ORDER
SHORTENING TIME AND
COUNTERMOTION FOR
PRELIMINARY INJUNCTION**

DECLARATION OF THOMAS FRANK

I, THOMAS FRANK, being first duly sworn, do hereby swear under penalty of perjury
to the following:

1. I am a resident of the State of Nevada.
2. I am the owner of Sundance Builders, a Nevada construction company.
3. I have prepared this Declaration in support of the Defendant's Opposition to

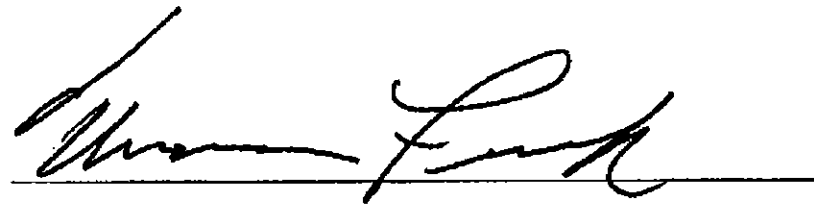
1 Plaintiff's Complaint and Application for a Preliminary Injunction on Order
2 Shortening Time in this matter.

- 3 4. I make this Declaration based upon my personal knowledge and understanding of the
4 facts of this matter at this time.
- 5 5. I have been hired by CWNevada, LLC to construct the licensed locations in the City
6 of Las Vegas, the City of North Las Vegas and in Nye County.
- 7 6. Each municipality has their own timeframes for completion of build-out and opening
8 of licensed facilities by second quarter of 2016. We understand these deadlines are
9 strictly enforced.
- 10 7. Given such strict timelines it imperative that the construction process continue
11 without any delay.
- 12 8. For example, in the City of North Las Vegas, NuVeda has a build and open deadline
13 of April 16, 2016.
- 14 9. Under an expedited timeframe I need the architects and mechanical, plumbing and
15 electrical engineers to complete their plans by January 14, 2016.
- 16 10. The plans would then have to be submitted under an express plan check which would
17 take three weeks at best which would take us to February 4, 2016 under a best case
18 scenario.
- 19 11. From there, provided permitting was expeditious, build out of the structure to a
20 certificate of occupancy would take at least two months to complete – until April 4,
21 2016.
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1 12. Each of these locations will have individual challenges and therefore, planning and
2 construction cannot be delayed even one single week as we plan to work through the
3 Holiday Season.

4 I declare under penalty of perjury under the laws of the State of Nevada that the
5 foregoing statements are true and correct to the best of my knowledge.
6

7
8 Executed this 13th day of December, 2015.

9 

10 THOMAS FRANK
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EXHIBIT “22”

EXHIBIT “22”

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Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

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Nevada Bar No. 007970
MATTHEW T. DUSHOFF, ESQ.
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ewalther@klnevada.com

Attorneys for Defendant
PEJMAN BADY

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident,

Plaintiffs,

vs.

PEJMAN BADY; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X, inclusive,

Defendants.

CASE NO. A-15-728510-B

DEPT NO. XXV

**DECLARATION OF RYAN T.
GORMLEY, ESQ. IN SUPPORT OF
PEJMAN BADY'S OPPOSITION TO
PLAINITFFS' MOTION FOR A
PRELIMINARY INJUNCTION AND
APPLICATION ON ORDER
SHORTENING TIME AND
COUNTERMOTION FOR
PRELIMINARY INJUNCTION**

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

RYAN T. GORMLEY, ESQ., declares under penalty of perjury as follows:

1. I am counsel of record for Defendant Pejman Bady. I am over the age of 18, have personal knowledge of the matters set forth herein and, unless otherwise stated, am competent to testify to the same if called upon to do so.

2. I make this declaration in support of the Pejman Bady's Opposition to Plaintiffs'

1 Motion for A Preliminary Injunction and Application on Order Shortening Time and
2 Countermotion for Preliminary Injunction of my own personal knowledge and a review of the
3 files, records, reports and data compilations of this case.

4 3. My office has custody of the files with respect to this matter and those files have
5 been maintained since the inception of this case.

6 4. The exhibits attached in support of the Opposition and Countermotion are taken
7 from the public records or the files for this case, and are true and correct copies of the files
8 maintained in my office.

9 5. Attached hereto as Exhibit "1" are true and correct copies of letters from the State
10 of Nevada approving medical marijuana licenses for Clark NMSD LLC and Nye Natural
11 Medicinal Solutions LLC.

12 6. Attached hereto as Exhibit "2" is a true and correct copy of the Initial/Annual List
13 of Managers or Managing Members and State Business License Application of Clark NMSD
14 LLC and the Initial/Annual List of Managers or Managing Members and State Business License
15 Application of Nye Natural Medicinal Solutions LLC.

16 7. Attached hereto as Exhibit "3" is a true and correct copy of the July 9, 2014
17 operating agreement for NuVeda, LLC.

18 8. Attached hereto as Exhibit "4" is a true and correct copy of the Declaration of
19 Pejman Bady in Support of Pejman Bady's Opposition to Plaintiffs' Motion for Preliminary
20 Injunction and Application on Order Shortening Time and Countermotion for Preliminary
21 Injunction.

22 9. Attached hereto as Exhibit "5" is a true and correct copy of the Declaration of
23 Brian C. Padgett in Support of Pejman Bady's Opposition to Plaintiffs' Motion for Preliminary
24 Injunction and Application on Order Shortening Time and Countermotion for Preliminary
25 Injunction.

26 10. Attached hereto as Exhibit "6" is a true and correct copy of the November 13,
27 2015 Letter of Intent from AFS Nevada, LLC to NuVeda, LLC and the Preliminary Indicative
28 Terms and Conditions from 4Front Capital.

11. Attached hereto as Exhibit "7" is a true and correct copy of the November 17, 2015 Letter of Intent between CWNevada, LLC and NuVeda, LLC.

12. Attached hereto as Exhibit "8" is a true and correct copy of the November 18, 2015 demand letter from Martina L. Jaccarino, Esq. to Pejman Bady.

13. Attached hereto as Exhibit "9" is a true and correct copy of the November 18, 2015 e-mail from Martina L. Jaccarino, Esq. to Pejman Bady.

14. Attached hereto as Exhibit "10" is a true and correct copy of the November 19, 2015 e-mail from Shane Terry to Vincent J. Aiello, Esq.

15. Attached hereto as Exhibit "11" is a true and correct copy of the November 18, 2015 letter of intent from Shane Terry to Pejman Bady and Pouya Mohajer.

16. Attached hereto as Exhibit "12" is a true and correct copy of the November 20, 2015 response letter from Vincent J. Aiello, Esq. to Martina L. Jaccarino, Esq.

17. Attached hereto as Exhibit "13" is a true and correct copy of the Action by Written Consent of the Disinterested Voting Members of NuVeda, LLC fully executed on November 22, 2015.

18. Attached hereto as Exhibit "14" are true and correct copies of the November 23, 2015 e-mail from Vincent J. Aiello, Esq. to Martina L. Jaccarino, Esq. and a second November 23, 2015 e-mail from Vincent J. Aiello, Esq. to Martina L. Jaccarino, Esq.

19. Attached hereto as Exhibit "15" is a true and correct copy of the Written Consent in Lieu of Special Meeting of the Members of NuVeda, LLC, a Nevada Limited Liability Company enacted on November 23, 2015.

20. Attached hereto as Exhibit "16" is a true and correct copy of the November 24, 2015 e-mail from Pantea F. Stevenson, Esq. to Vincent J. Aiello, Esq.

21. Attached hereto as Exhibit "17" is a true and correct copy of the Written Consent in Lieu of Special Meeting of the Members of NuVeda, LLC, a Nevada Limited Liability Company enacted on November 24, 2015.

22. Attached hereto as Exhibit "18" is a true and correct copy of the Written Consent in Lieu of Special Meeting of the Members of NuVeda, LLC, a Nevada Limited Liability

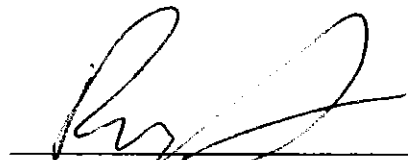
Company enacted on November 24, 2015.

23. Attached hereto as Exhibit "19" is a true and correct copy of the November 25, 2015 letter from Joseph J. Mugan, Esq. to Pantea F. Stevenson, Esq.

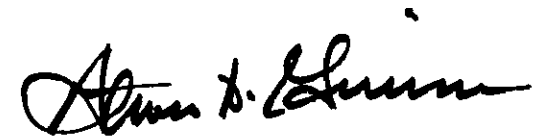
24. Attached hereto as Exhibit "20" is a true and correct copy of the Membership Interest Purchase Agreement enacted on December 6, 2015 (filed under seal).

25. Attached hereto as Exhibit "21" is a true and correct copy of the Declaration of Thomas Frank in Support of Pejman Bady's Opposition to Plaintiffs' Motion for Preliminary Injunction and Application on Order Shortening Time and Countermotion for Preliminary Injunction.

Dated this 14th day of December, 2015.



Ryan T. Gormley, Esq.



CLERK OF THE COURT

A. William Maupin
Nevada Bar No. 1315
John M. Naylor
Nevada Bar No. 5435
Jennifer L. Braster
Nevada Bar No. 9982
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jbraster@naylorandbrasterlaw.com

Attorneys for Pouya Mohajer, MD

DISTRICT COURT

CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident;

Plaintiffs,

vs.

PEJMAN BADY; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X,
inclusive;

Defendants.

CASE NO.: A-15-728510-B

DEPT. NO.: XI

**POUYA MOHAJER, MD'S JOINDER TO
PEJMON BADY'S COUNTERMOTION
FOR PRELIMINARY INJUNCTION**

Pursuant to EDCR 2.20(d), Pouya Mohajer, MD ("Dr. Mohajer"), by and through his attorneys, MAUPIN NAYLOR BRASTER, joins Pejmon Bady's Countermotion for Preliminary Injunction contained in Pejmon Bady's Opposition to Plaintiff's Motion for Preliminary Injunction and Application on Order Shortening Time and Countermotion for Preliminary Injunction filed December 14, 2015.

1 DATED this 14th day of December 2015.

2 MAUPIN • NAYLOR • BRASTER

3 By: /s/ John M. Naylor
4 A. William Maupin
5 Nevada Bar No. 1315
6 John M. Naylor
7 Nevada Bar No. 5435
8 Jennifer L. Braster
9 Nevada Bar No. 9982
10 1050 Indigo Drive, Suite 112
11 Las Vegas, NV 89145

12 Attorneys for Pouya Mohajer, MD

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee
3 of MAUPIN • NAYLOR • BRASTER and that on this 14th day of December 2015, I caused the
4 document **POUYA MOHAJER, MD'S JOINDER TO PEJMON BADY'S**
5 **COUNTERMOTION FOR PRELIMINARY INJUNCTION** to be served as follows:

6 ☐ by depositing same for mailing in the United States Mail, in a sealed envelope
7 addressed to:

8
9 ☐ pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

10 ☐ to be hand delivered to:

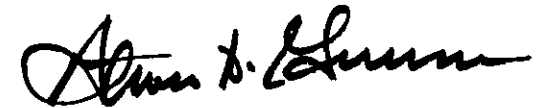
11 and/or

12 ☒ by the Court's ECF System through Wiznet.

13 Erika Pike Turner, Esq.
14 Dylan T. Ciciliano, Esq.
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15 650 White Drive, Suite 100
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16 eturner@gtg.legal
17 dciciliano@gtg.legal
Attorneys for Plaintiff's

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19 Vincent J. Aiello, Esq.
Matthew T. Dushoff, Esq.
20 Eric D. Walther, Esq.
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23 mdushoff@klnevada.com
24 ewalther@klnevada.com
Attorneys for Defendant Pejman Bady

25
26 /s/ Amy Reams
27 An Employee of MAUPIN • NAYLOR • BRASTER
28



CLERK OF THE COURT

1 A. William Maupin
Nevada Bar No. 1315
2 John M. Naylor
Nevada Bar No. 5435
3 Jennifer L. Braster
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4 MAUPIN • NAYLOR • BRASTER
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9
10 Attorneys for Pouya Mohajer, MD

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13
14 NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
15 resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident;

16 Plaintiffs,

17 vs.

18 PEJMAN BADI; POUYA MOHAJER; DOE
19 Individuals I-X and ROE Entities I-X,
inclusive;

20 Defendants.
21

CASE NO.: A-15-728510-B

DEPT. NO.: XI

**POUYA MOHAJER, MD'S OPPOSITION
TO PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION AND
APPLICATION ON ORDER
SHORTENING TIME**

22 Pursuant to EDCR 2.20(e), Pouya Mohajer, MD ("Dr. Mohajer"), by and through his
23 attorneys, MAUPIN NAYLOR BRASTER, opposes Plaintiff's Motion for Preliminary Injunction
24 and Application on Order Shortening Time. For his points and authorities, Dr. Mohajer joins,
25 adopts and incorporates by reference Pejmon Bady's Opposition to Plaintiff's Motion for
26 Preliminary Injunction and Application on Order Shortening Time and Countermotion for
27 Preliminary Injunction filed December 14, 2015 ("Bady Opposition"). Based on the arguments
28

1 contained in the Bady Opposition, Dr. Mohajer requests that the Court deny Plaintiff's motion.

2

3 DATED this 14th day of December 2015.

4

MAUPIN • NAYLOR • BRASTER

5

By: /s/ John M. Naylor

6

A. William Maupin

7

Nevada Bar No. 1315

8

John M. Naylor

9

Nevada Bar No. 5435

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Jennifer L. Braster

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Las Vegas, NV 89145

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Attorneys for Pouya Mohajer, MD

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee
3 of MAUPIN • NAYLOR • BRASTER and that on this 14th day of December 2015, I caused the
4 document **POUYA MOHAJER, MD'S OPPOSITION TO PLAINTIFF'S MOTION FOR**
5 **PRELIMINARY INJUNCTION AND APPLICATION ON ORDER SHORTENING TIME**
6 to be served as follows:

7 ☐ by depositing same for mailing in the United States Mail, in a sealed envelope
8 addressed to:

9
10 ☐ pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

11 ☐ to be hand delivered to:

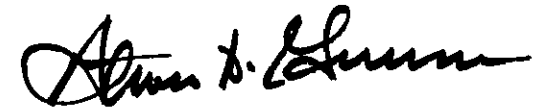
12 and/or

13 ☒ by the Court's ECF System through Wiznet.

14 Erika Pike Turner, Esq.
15 Dylan T. Ciciliano, Esq.
16 GARMAN TURNER GORDON LLP
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18 Las Vegas, NV 89119
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Attorneys for Plaintiff's

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21 Matthew T. Dushoff, Esq.
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ewalther@klnevada.com
Attorneys for Defendant Pejman Bady

27 /s/ Amy Reams
28 An Employee of MAUPIN • NAYLOR • BRASTER



CLERK OF THE COURT

GARMAN TURNER GORDON LLP
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DYLAN T. CICILIANO
Nevada Bar No. 12348
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Tel: (725) 777-3000/Fax: (725) 777-3112
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident;

Plaintiffs,

vs.

PEJMAN BADY; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X, inclusive;

Defendants.

Case No.: A-15-728510-B
Dept. No.: XXV ~~XX~~

Date of Hearing: December 14, 2015
Time of Hearing: 10:30 am

TEMPORARY RESTRAINING ORDER

The Court held a telephonic hearing on Plaintiffs' Motion for Preliminary Injunction at 10:30 a.m. on December 14, 2015, Erika Pike Turner and Dylan Ciciliano of the law firm of Garman Turner Gordon, LLP appearing on behalf of Plaintiffs, A. William Maupin and John Naylor of the law firm of Maupin Naylor Braster appearing on behalf of Defendant Pouya Mohajer, and Vincent Aiello of the law firm of Kolesar & Leatham appearing on behalf of Defendant Pejman Bady. With good cause appearing therefore, the Court hereby finds that substantial and/or irreparable injury is likely to occur if the status quo is not immediately restored and therefore grants limited injunctive relief pursuant to Nevada Rule of Civil Procedure 65(b) and Nevada Revised Statute 33.010.

1 Plaintiff, Nuveda, LLC, a Nevada limited liability company ("Nuveda"), presently owns
2 interests in unique and valuable medical marijuana certifications, which are subject to
3 administrative oversight by the State of Nevada and certain of its subdivisions. It is in all of the
4 parties' best interests to preserve and protect such assets. The Court grants certain limited
5 injunctive relief that is necessary to preserve and protect such assets pending further court order
6 or a stipulation of the parties resolving outstanding disputes.

7 The Court finds that the status quo is as reflected on November 20, 2015, prior to any
8 alleged votes to terminate the parties' membership interests in Nuveda, such that the interests of
9 both Plaintiffs and Defendants relating to Nuveda must be temporarily restored and exist as it
10 was on November 20, 2015 with the interests of both Plaintiffs and both Defendants restored and
11 in full force and effect under the terms of the Nuveda Operating Agreement and otherwise under
12 applicable Nevada law. The Court therefore orders that the membership interests of Plaintiffs
13 and Defendants in Nuveda shall be restored to November 20, 2015. The Court further orders that
14 the Nevada Secretary of State records shall be immediately amended to reflect the restoration of
15 interests in Nuveda pursuant hereto. The Court restrains the parties from any actions to
16 terminate or limit the others' interests in Nuveda.

17 The Court finds that Shane Terry ("Terry") has been the designated representative of
18 Nuveda with the various governmental entities relating to the medical marijuana certifications.
19 The Court therefore orders that Terry submit the renewal application due on or before December
20 15, 2015, and that the renewal application shall reflect the membership interests as they existed
21 prior to November 20, 2015.

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1 The Court shall conduct an evidentiary hearing and entertain further arguments on
2 Plaintiffs' Motion for Preliminary Injunction and Defendants' Countermotion for Preliminary
3 Injunction, commencing on December 28, 2015 at 10:00 am (the "PI Hearing"). The Court
4 orders that the parties immediately attend mediation in an effort to resolve their disputes prior to
5 the PI Hearing.

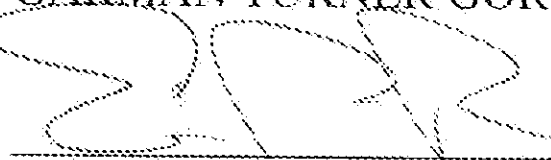
6 As a condition of the forgoing injunction, Plaintiff shall post a bond of \$2,500.00 with the
7 Clerk of the Court.

8 IT IS HEREBY ORDERED this 15th day of December, 2015.

9 
DISTRICT COURT JUDGE

11 Prepared and submitted by:

12 GARMAN TURNER GORDON LLP

13 
14 ERIKA PIKE TURNER

Nevada Bar No. 6454

15 Email: eturner@gtg.legal

DYLAN T. CICILIANO

16 Nevada Bar No. 12348

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18 Las Vegas, Nevada 89119

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19 Attorneys for Plaintiffs

20 Reviewed:

21 MAUPIN NAYLOR BRASTER

22 
23 A. WILLIAM MAUPIN

Nevada Bar No. 1315

24 Email: wmaupin@naylorandbrasterlaw.com

JOHN M. NAYLOR

25 Nevada Bar No. 5435

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28 Attorneys for Defendant, Pouya Mohajer, MD

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Nevada Bar. No: 4975

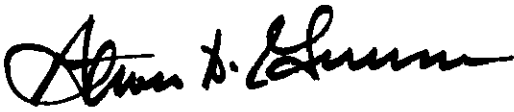
Email: mdushoff@klnevada.com

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Tel: (702) 362-7800/Fax: (702)

Attorneys for Defendant, Pejman Bady, MD


CLERK OF THE COURT

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DYLAN T. CICILIANO
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Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident;

Plaintiffs,

vs.

PEJMAN BADI; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X, inclusive;

Defendants.

Case No.: A-15-728510-B
Dept. No.: XI

NOTICE OF POSTING BOND

TO: ALL PARTIES.

Notice is hereby given of the posting of bond in the amount of \$2,500.00. Said bond was
posted December 21, 2015, a copy of which is attached hereto.

DATED this 21st day of December, 2015.

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner

ERIKA PIKE TURNER

Nevada Bar No. 6454

DYLAN T. CICILIANO

Nevada Bar No. 12348

650 White Drive, Suite 100

Las Vegas, Nevada 89119

Tel: (725) 777-3000/Fax: (725) 777-3112

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF POSTING BOND** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 21st day of December, 2015. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

Kolesar and Leatham

Contact	Email
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Cindy Kishi, Legal Assistant	ckishi@klnevada.com
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Eric Walther	ewalther@klnevada.com
Kristina R. Cole	kcole@klnevada.com
Mary Barnes	mbarnes@klnevada.com
Matthew T. Dushoff	mdushoff@klnevada.com
Ryan T. Gormley	rgormley@klnevada.com
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Maupin Naylor Braster

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Jennifer Braster	jbraster@naylorandbrasterlaw.com
John Naylor	jnaylor@naylorandbrasterlaw.com

/s/ Rebecca Post
Rebecca Post, an employee of
GARMAN TURNER GORDON LLP

¹ Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).