

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA



CODY L. PHINNEY, MPH
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
MEDICAL MARIJUANA PROGRAM
4150 Technology Way, Suite 106
Carson City, Nevada 89706
Telephone: (775) 684-3487 · Fax: (775) 684-4156
medicalmarijuana@health.nv.gov

**Renewal Application Form for Medical Marijuana Establishment
(MME) Provisional Registration Certificates**

NRS 453A.322(5) states that a medical marijuana registration certificate expires 1 year after the date of its issuance:

5. *Except as otherwise provided in subsection 6, if an application for registration as a medical marijuana establishment satisfies the requirements of this section and the establishment is not disqualified from being registered as a medical marijuana establishment pursuant to this section or other applicable law, the Division shall issue to the establishment a medical marijuana establishment registration certificate. A medical marijuana establishment registration certificate expires 1 year after the date of issuance and may be renewed upon:*

- (a) *Resubmission of the information set forth in this section; and*
- (b) *Payment of the renewal fee set forth in NRS 453A.344.*

All MMEs that were issued a provisional registration certificate on November 3, 2014, and that have not yet obtained a final registration certificate from the Division, must complete and return this renewal application form to the Division by December 15, 2015. If an MME does not respond to this renewal requirement, or if the renewal application is not received at the Division or postmarked by December 15, 2015, the MME's registration will be deemed expired and no longer valid. The Division is deferring collection of the renewal fee at this time.

Mail the renewal form to:

Division of Public and Behavioral Health
Medical Marijuana Program
4150 Technology Way, Suite 106
Carson City, NV 89706

MME application ID # (i.e. D001, C050, etc.): D187

MME 20-digit identification #: 94090342955467020377

MME entity legal name filed with the Nevada Secretary of State (not DBA name):
Clark NMSD, LLC

MME physical address: 2113 N. Las Vegas Blvd.
Las Vegas NV 89130

MME local jurisdiction: Clark

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Pejman Bady

For MME dispensaries only – proposed hours of operation:
7 Days a Week - 24 Hours a Day

Pursuant to NAC 453A.328(1)(f)(1)-(5), for each owner, officer and board member of this MME, identify whether that person:

1. Has served as an owner, officer or board member for an MME that has had its registration certificate revoked. ☐ Yes ☒ No

If yes, list the name of the person and the MME.

2. Is an attending physician currently providing written documentation for the issuance of registry identification cards. ☐ Yes ☒ No

If yes, list the name of the person.

3. Is a law enforcement officer. ☐ Yes ☒ No

If yes, list the name of the person and the law enforcement agency.

4. Is an employee or contractor of the Division. ☐ Yes ☒ No

If yes, list the name of the person and the job title.

5. Has an ownership or financial investment interest in any other MME. ☒ Yes ☐ No

If yes, list the person, the other MME(s) and describe the interest.

Pejman Bady	Owner	46.5	Clark Natural Medicinal Solutions, LLC
Shane Terry	Owner	21.0	Clark Natural Medicinal Solutions, LLC
Pouya Mohajer	Owner	21.0	Clark Natural Medicinal Solutions, LLC
Jennifer Goldstein	Owner	7.0	Clark Natural Medicinal Solutions, LLC
Ryan Winmill	Owner	1.75	Clark Natural Medicinal Solutions, LLC
John Penders	Owner	1.75	Clark Natural Medicinal Solutions, LLC
Joseph Kennedy	Owner	1.0	Clark Natural Medicinal Solutions, LLC
Pejman Bady	Owner	46.5	Nye Natural Medicinal Solutions, LLC
Shane Terry	Owner	21.0	Nye Natural Medicinal Solutions, LLC
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Jennifer Goldstein	Owner	7.0	Nye Natural Medicinal Solutions, LLC
Ryan Winmill	Owner	1.75	Nye Natural Medicinal Solutions, LLC
John Penders	Owner	1.75	Nye Natural Medicinal Solutions, LLC
Joseph Kennedy	Owner	1.0	Nye Natural Medicinal Solutions, LLC

MME Application ID # (i.e. D001, C050): D186

[illegible]

MME projected date to be fully operational: March 2016

MME progress details (please address the status of the following items at a minimum: local business license, certificate of occupancy, agent card status, facility construction, MME equipment, and status of MME operational policies and procedures):

1. Have you received a business license for this MME from the local jurisdiction?
☐ Yes ☒ No

If not, describe where in the process you currently are.

The change in the architectural concept required revision of the plans. The plans are completed and ready for submission to the City of North Las Vegas Planning Commission.

2. Have you received a Certificate of Occupancy for this MME from the local jurisdiction? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

The change in the architectural concept required revision of the plans. The plans are completed and ready for submission to the City of North Las Vegas Planning Commission.

3. Have you applied for and received required Special Use Permits and/or Conditional Use Permits for this MME from the local jurisdiction? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

4. Are background checks and waivers complete and submitted for all owners, officers and board members of this MME? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

5. Have all owners, officers, board members, employees and volunteers of this MME received agent cards? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

All owners submitted application and underwent fingerprinting at the police station in August 2015.

Two owners have received their agent cards while the others are still waiting.

6. Is all construction and finishing complete for this MME? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

The change in the architectural concept required revision of the plans. The plans are completed and ready for submission to the City of North Las Vegas Planning Commission.

7. Is all required MME equipment on the premises and installed? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

Not all the equipment has been obtained. With the initiation of the construction the remaining equipment will be acquired.

8. For facilities for the production of edible marijuana or marijuana infused products, has the production plan been reviewed and approved by the Division?

☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

N/A

9. Have you received a letter of approval for logos and advertising? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

10. MME barriers to completion: Please address issues your MME is facing that are beyond your ability to control or affect and are preventing or delaying you from becoming fully operational:

The reason for this request is due to unforeseen delays with the change in the architectural concept and the subsequent revision of the plans. Further, there have been unavoidable delays beyond the control of Clark NMSD. For the past year the MME Production/Cultivation at APEX/Mountain View Industrial Park has been delayed due to infrastructure reasons. The City of North Las Vegas is working with APEX and other entities, such as Nevada Energy, to expedite this process. This will prevent sufficient supply of medical marijuana for the dispensaries. Furthermore, the legislature has been working on matters essential to the financing and operations of MMEs. NuVeda has taken substantial steps while working to monitor the State and regulatory processes to resolve the APEX infrastructure issues. It has purchased the land; hired general contractor; hired a firm specializing in the building of cultivation and production structures; and started a pre-permitting on a smaller cultivation and production facility in Nye county. This renewal for the provisional registration certificate will allow Clark NMSD to complete the Medical Marijuana Dispensary Facility that is planned and designed to meet or exceed all regulations of the State and the City.

NAC 453A.324 Registration certificates: Revocation if establishment not fully operational within 18 months. (NRS 453A.370)

1. If a medical marijuana establishment is not fully operational within 18 months after the date on which the Division issued the medical marijuana establishment registration certificate, the Division may revoke the medical marijuana establishment registration certificate. If the Division revokes a medical marijuana establishment registration certificate pursuant to this subsection, the applicable annual renewal fee paid by the establishment is not refundable.

2. If the Division revokes the medical marijuana establishment registration certificate of a medical marijuana establishment pursuant to subsection 1, the medical marijuana establishment may not reapply for a medical marijuana establishment registration certificate until at least 12 months after the date on which the previous medical marijuana establishment registration certificate was revoked.

If the Division revokes a registration certificate at any time during calendar year 2016, the affected MME will not be able to apply for a registration certificate during the 2016 open application period pursuant to NAC 453A.324 above. If, however, the MME elects to surrender its registration certificate, it may apply again for registration during the 2016 open application period.

Please initial one of the following options:

 I wish to surrender my MME's provisional registration certificate. I understand that since I am voluntarily surrendering my MME's registration certificate, my MME will be able to reapply for another registration certificate during the 2016 open application period.

X I do not wish to surrender my MME's provisional registration certificate at this time. I understand that if the Division revokes the registration certificate, my MME will not be able to reapply for a registration certificate until at least 12 months after the revocation date.

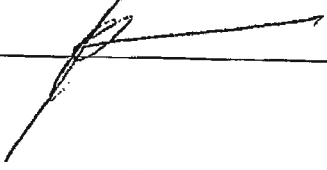
MME contact name: Pejman Bady

MME contact address: PO Box 6255 Pahrump NV 89041

MME contact phone: 310-863-4488

MME contact email address: pbady@me.com

Attestation: I attest the information provided to the Division to renew the MME's provisional registration certificate is true and correct according to information known by the undersigned at the time of signing; and the signature of a natural person for the MME as described in subsection 1 of NAC 453A.300 and the date on which he or she signed the application.

MME contact signature/date: 

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- (a) Resubmission of the information set forth in this section; and*
- (b) Payment of the renewal fee set forth in NRS 453A.344.*

All MMEs that were issued a provisional registration certificate on November 3, 2014, and that have not yet obtained a final registration certificate from the Division, must complete and return this renewal application form to the Division by December 15, 2015. If an MME does not respond to this renewal requirement, or if the renewal application is not received at the Division or postmarked by December 15, 2015, the MME's registration will be deemed expired and no longer valid. The Division is deferring collection of the renewal fee at this time.

Mail the renewal form to:

Division of Public and Behavioral Health
Medical Marijuana Program
4150 Technology Way, Suite 106
Carson City, NV 89706

MME application ID # (i.e. D001, C050, etc.): D186

MME 20-digit identification #: 25025985357868237824

MME entity legal name filed with the Nevada Secretary of State (not DBA name):
Clark NMSD, LLC

MME physical address: 1320 S 3rd Street
Las Vegas NV 89104

MME local jurisdiction: Clark

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Pejman Bady

For MME dispensaries only – proposed hours of operation:
7 Days a Week - 6 am - 10 pm

Pursuant to NAC 453A.328(1)(f)(1)-(5), for each owner, officer and board member of this MME, identify whether that person:

1. Has served as an owner, officer or board member for an MME that has had its registration certificate revoked. ☐ Yes ☒ No

If yes, list the name of the person and the MME.

2. Is an attending physician currently providing written documentation for the issuance of registry identification cards. ☐ Yes ☒ No

If yes, list the name of the person.

3. Is a law enforcement officer. ☐ Yes ☒ No

If yes, list the name of the person and the law enforcement agency.

4. Is an employee or contractor of the Division. ☐ Yes ☒ No

If yes, list the name of the person and the job title.

5. Has an ownership or financial investment interest in any other MME. ☒ Yes ☐ No

If yes, list the person, the other MME(s) and describe the interest.

Pejman Bady	Owner	46.5	Clark Natural Medicinal Solutions, LLC
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John Penders	Owner	1.75	Nye Natural Medicinal Solutions, LLC
Joseph Kennedy	Owner	1.0	Nye Natural Medicinal Solutions, LLC

MME projected date to be fully operational: March 2016

MME progress details (please address the status of the following items at a minimum: local business license, certificate of occupancy, agent card status, facility construction, MME equipment, and status of MME operational policies and procedures):

1. Have you received a business license for this MME from the local jurisdiction?
☐ Yes ☒ No

If not, describe where in the process you currently are.

New plans have been obtained after the collapse of the Infrastructure due to heavy rainfall in October 2015.

The general contractor and the architect will be submitting new plans to the City of Las Vegas Planning Commission.

2. Have you received a Certificate of Occupancy for this MME from the local jurisdiction? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

New plans have been obtained after the collapse of the Infrastructure due to heavy rainfall in October 2015.

The general contractor and the architect will be submitting new plans to the City of Las Vegas Planning Commission.

3. Have you applied for and received required Special Use Permits and/or Conditional Use Permits for this MME from the local jurisdiction? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

4. Are background checks and waivers complete and submitted for all owners, officers and board members of this MME? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

5. Have all owners, officers, board members, employees and volunteers of this MME received agent cards? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

All owners submitted application and underwent fingerprinting at the police station in August 2015.

Two owners have received their agent cards while the others are still waiting.

6. Is all construction and finishing complete for this MME? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

New plans have been obtained after the collapse of the infrastructure due to heavy rains in October 2015.

The general contractor and the architect will be submitting new plans to the City of Las Vegas Planning Commission.

7. Is all required MME equipment on the premises and installed? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

Not all the equipment has been obtained. The project is delayed due to the resubmission of plans.

Once the construction initiates the remaining equipment will be acquired.

8. For facilities for the production of edible marijuana or marijuana infused products, has the production plan been reviewed and approved by the Division?

☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

N/A

9. Have you received a letter of approval for logos and advertising? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

10. MME barriers to completion: Please address issues your MME is facing that are beyond your ability to control or affect and are preventing or delaying you from becoming fully operational:

The reason for this request is that the project is delayed beyond the control Clark NMSD because of the collapse of the infrastructure due to heavy rainfall in October 2015. After the collapse, the City of Las Vegas required the submission of new plans and granted Clark NMSD an extension on their Special Use Permit (SUP). Our general contractor and architect have worked diligently to provide new plans for the site. We are in the process of submitting the plans to the City of Las Vegas Planning Commission. This renewal for the provisional registration certificate will allow Clark NMSD to complete the Medical Marijuana Dispensary Facility that is planned and designed to meet or exceed all regulations of the State and the City.

NAC 453A.324 Registration certificates: Revocation if establishment not fully operational within 18 months. (NRS 453A.370)

1. If a medical marijuana establishment is not fully operational within 18 months after the date on which the Division issued the medical marijuana establishment registration certificate, the Division may revoke the medical marijuana establishment registration certificate. If the Division revokes a medical marijuana establishment registration certificate pursuant to this subsection, the applicable annual renewal fee paid by the establishment is not refundable.

2. If the Division revokes the medical marijuana establishment registration certificate of a medical marijuana establishment pursuant to subsection 1, the medical marijuana establishment may not reapply for a medical marijuana establishment registration certificate until at least 12 months after the date on which the previous medical marijuana establishment registration certificate was revoked.

If the Division revokes a registration certificate at any time during calendar year 2016, the affected MME will not be able to apply for a registration certificate during the 2016 open application period pursuant to NAC 453A.324 above. If, however, the MME elects to surrender its registration certificate, it may apply again for registration during the 2016 open application period.

Please initial one of the following options:

I wish to surrender my MME's provisional registration certificate. I understand that since I am voluntarily surrendering my MME's registration certificate, my MME will be able to reapply for another registration certificate during the 2016 open application period.

☒ I do not wish to surrender my MME's provisional registration certificate at this time. I understand that if the Division revokes the registration certificate, my MME will not be able to reapply for a registration certificate until at least 12 months after the revocation date.

MME contact name: **Pejman Bady**

MME contact address: PO Box 6255 Pahrump NV 89041

MME contact phone: 310-863-4488

MME contact email address: pbady@me.com

Attestation: I attest the information provided to the Division to renew the MME's provisional registration certificate is true and correct according to information known by the undersigned at the time of signing; and the signature of a natural person for the MME as described in subsection 1 of NAC 453A.300 and the date on which he or she signed the application.

MME contact signature/date:

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5. *Except as otherwise provided in subsection 6, if an application for registration as a medical marijuana establishment satisfies the requirements of this section and the establishment is not disqualified from being registered as a medical marijuana establishment pursuant to this section or other applicable law, the Division shall issue to the establishment a medical marijuana establishment registration certificate. A medical marijuana establishment registration certificate expires 1 year after the date of issuance and may be renewed upon:*

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Mail the renewal form to:

Division of Public and Behavioral Health
Medical Marijuana Program
4150 Technology Way, Suite 106
Carson City, NV 89706

MME application ID # (i.e. D001, C050, etc.): C166

MME 20-digit identification #: 40733091629454751109

MME entity legal name filed with the Nevada Secretary of State (not DBA name):
Nye Natural Medicinal Solutions, LLC

MME physical address: 2801 E Thousandaire Blvd.
Pahrump NV 89048

MME local jurisdiction: Nye

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Pejman Bady

For MME dispensaries only – proposed hours of operation:

11/5

Pursuant to NAC 453A.328(1)(f)(1)-(5), for each owner, officer and board member of this MME, identify whether that person:

1. Has served as an owner, officer or board member for an MME that has had its registration certificate revoked. ☐ Yes ☒ No

If yes, list the name of the person and the MME.

2. Is an attending physician currently providing written documentation for the issuance of registry identification cards. ☐ Yes ☒ No

If yes, list the name of the person.

3. Is a law enforcement officer. ☐ Yes ☒ No

If yes, list the name of the person and the law enforcement agency.

4. Is an employee or contractor of the Division. ☐ Yes ☒ No

If yes, list the name of the person and the job title.

5. Has an ownership or financial investment interest in any other MME. ☒ Yes ☐ No

If yes, list the person, the other MME(s) and describe the interest.

Pejman Bady	Owner	46.5	Clark Natural Medicinal Solutions, LLC
Shane Terry	Owner	21.0	Clark Natural Medicinal Solutions, LLC
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Ryan Winmill	Owner	1.75	Clark NMSD, LLC
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Joseph Kennedy	Owner	1.0	Clark NMSD, LLC

MME Application ID # (i.e. D001, C050): C166

Name	Role (Owner, Officer, Board Member)	Ownership % in this MME	Total # of Agent Cards issued to this person	List all other MMEs for which this person has been issued agent cards (List Application IDs)
Pejman Bady	Owner	46.5	0	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
Shane Terry	Owner	21.0	0	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
Pouya Mohajer	Owner	21.0	0	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
Jennifer Goldstein	Owner	7.0	0	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
Ryan Winmill	Owner	1.75	1	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
John Penders	Owner	1.75	1	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
Joseph Kennedy	Owner	1.0	0	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC

[illegible]

MME projected date to be fully operational: April 2016

MME progress details (please address the status of the following items at a minimum: local business license, certificate of occupancy, agent card status, facility construction, MME equipment, and status of MME operational policies and procedures):

1. Have you received a business license for this MME from the local jurisdiction?
☐ Yes ☒ No

If not, describe where in the process you currently are.

There has been a delay in the construction due to revisions of the plan and delay with obtaining approval of the property owner. New plans are being completed and will be ready for submission.

2. Have you received a Certificate of Occupancy for this MME from the local jurisdiction? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

There has been a delay in the construction due to revisions of the plan and delay with obtaining approval of the property owner. New plans are being completed and will be ready for submission.

3. Have you applied for and received required Special Use Permits and/or Conditional Use Permits for this MME from the local jurisdiction? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

4. Are background checks and waivers complete and submitted for all owners, officers and board members of this MME? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

5. Have all owners, officers, board members, employees and volunteers of this MME received agent cards? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

All owners submitted application and underwent fingerprinting at the police station in August 2015.

Two owners have received their agent cards while the others are still waiting.

6. Is all construction and finishing complete for this MME? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

The construction has not started because of revision of the plans. New plans are being completed and will be ready for submission.

7. Is all required MME equipment on the premises and installed? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

Not all the equipment has been obtained. With the initiation of construction the rest of the equipment will be acquired.

8. For facilities for the production of edible marijuana or marijuana infused products, has the production plan been reviewed and approved by the Division?
☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

9. Have you received a letter of approval for logos and advertising? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

10. MME barriers to completion: Please address issues your MME is facing that are beyond your ability to control or affect and are preventing or delaying you from becoming fully operational:

The reason for this request is that the project is delayed due to the relocation of the building within the existing parcel to allow for future expansion and the unforeseen delay in obtaining the property owners' approval for such change. The property owner has approved the change and new plans are being completed and will be ready for submission to the Nye Planning Commission. This renewal for the provisional registration certificate will allow Nye Natural Medicinal Solutions to complete the Medical Marijuana Production Facility that is planned and designed to meet or exceed all regulations of the State and the City.

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Please initial one of the following options:

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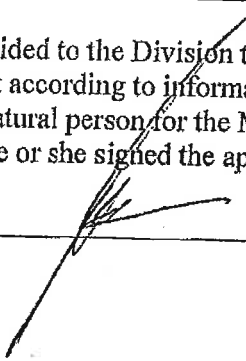
MME contact name: Pejman Bady

MME contact address: PO Box 6255

MME contact phone: Pahrump NV 89041

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MME contact signature/date: 

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TRACEY D. GREEN, MD
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
MEDICAL MARIJUANA PROGRAM

4150 Technology Way, Suite 106

Carson City, Nevada 89706

Telephone: (775) 684-3487 • Fax: (775) 684-4156

medicalmarijuana@health.nv.gov

**Renewal Application Form for Medical Marijuana Establishment
(MME) Provisional Registration Certificates**

NRS 453A.322(5) states that a medical marijuana registration certificate expires 1 year after the date of its issuance:

5. Except as otherwise provided in subsection 6, if an application for registration as a medical marijuana establishment satisfies the requirements of this section and the establishment is not disqualified from being registered as a medical marijuana establishment pursuant to this section or other applicable law, the Division shall issue to the establishment a medical marijuana establishment registration certificate. A medical marijuana establishment registration certificate expires 1 year after the date of issuance and may be renewed upon:

- (a) Resubmission of the information set forth in this section; and*
- (b) Payment of the renewal fee set forth in NRS 453A.344.*

All MMEs that were issued a provisional registration certificate on November 3, 2014, and that have not yet obtained a final registration certificate from the Division, must complete and return this renewal application form to the Division by December 15, 2015. If an MME does not respond to this renewal requirement, or if the renewal application is not received at the Division or postmarked by December 15, 2015, the MME's registration will be deemed expired and no longer valid. The Division is deferring collection of the renewal fee at this time.

Mail the renewal form to:

Division of Public and Behavioral Health
Medical Marijuana Program
4150 Technology Way, Suite 106
Carson City, NV 89706

MME application ID # (i.e. D001, C050, etc.): P107

MME 20-digit identification #: 91604693916166507699

MME entity legal name filed with the Nevada Secretary of State (not DBA name):
Nye Natural Medicinal Solutions, LLC

MME physical address: 2801 E Thousandaire Blvd.
Pahrump NV 89048

MME local jurisdiction: Nye

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Pejman Bady

For MME dispensaries only – proposed hours of operation:

n/a

Pursuant to NAC 453A.328(1)(f)(1)-(5), for each owner, officer and board member of this MME, identify whether that person:

1. Has served as an owner, officer or board member for an MME that has had its registration certificate revoked. ☐ Yes ☒ No

If yes, list the name of the person and the MME.

2. Is an attending physician currently providing written documentation for the issuance of registry identification cards. ☐ Yes ☒ No

If yes, list the name of the person.

3. Is a law enforcement officer. ☐ Yes ☒ No

If yes, list the name of the person and the law enforcement agency.

4. Is an employee or contractor of the Division. ☐ Yes ☒ No

If yes, list the name of the person and the job title.

5. Has an ownership or financial investment interest in any other MME. ☒ Yes ☐ No

If yes, list the person, the other MME(s) and describe the interest.

Pejman Bady	Owner	46.5	Clark Natural Medicinal Solutions, LLC
Shane Terry	Owner	21.0	Clark Natural Medicinal Solutions, LLC
Pouya Mohajer	Owner	21.0	Clark Natural Medicinal Solutions, LLC
Jennifer Goldstein	Owner	7.0	Clark Natural Medicinal Solutions, LLC
Ryan Winmill	Owner	1.75	Clark Natural Medicinal Solutions, LLC
John Penders	Owner	1.75	Clark Natural Medicinal Solutions, LLC
Joseph Kennedy	Owner	1.0	Clark Natural Medicinal Solutions, LLC
Pejman Bady	Owner	46.5	Clark NMSD, LLC
Shane Terry	Owner	21.0	Clark NMSD, LLC
Pouya Mohajer	Owner	21.0	Clark NMSD, LLC
Jennifer Goldstein	Owner	7.0	Clark NMSD, LLC
Ryan Winmill	Owner	1.75	Clark NMSD, LLC
John Penders	Owner	1.75	Clark NMSD, LLC
Joseph Kennedy	Owner	1.0	Clark NMSD, LLC

MME projected date to be fully operational: April 2016

MME progress details (please address the status of the following items at a minimum: local business license, certificate of occupancy, agent card status, facility construction, MME equipment, and status of MME operational policies and procedures):

1. Have you received a business license for this MME from the local jurisdiction?
☐ Yes ☒ No

If not, describe where in the process you currently are.

There has been a delay in the construction due to revisions of the plan and delay with obtaining approval of the property owner. New plans are being completed and will be ready for submission.

2. Have you received a Certificate of Occupancy for this MME from the local jurisdiction? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

There has been a delay in the construction due to revisions of the plan and delay with obtaining approval of the property owner. New plans are being completed and will be ready for submission.

3. Have you applied for and received required Special Use Permits and/or Conditional Use Permits for this MME from the local jurisdiction? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

4. Are background checks and waivers complete and submitted for all owners, officers and board members of this MME? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

5. Have all owners, officers, board members, employees and volunteers of this MME received agent cards? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

All owners submitted application and underwent fingerprinting at the police station in August 2015.

Two owners have received their agent cards while the others are still waiting.

6. Is all construction and finishing complete for this MME? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

The construction has not started because of revision of the plans. New plans are being completed and will be ready for submission.

7. Is all required MME equipment on the premises and installed? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

Not all the equipment has been obtained. With the initiation of construction the rest of the equipment will be acquired.

8. For facilities for the production of edible marijuana or marijuana infused products, has the production plan been reviewed and approved by the Division?

☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

9. Have you received a letter of approval for logos and advertising? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

10. MME barriers to completion: Please address issues your MME is facing that are beyond your ability to control or affect and are preventing or delaying you from becoming fully operational:

The reason for this request is that the project is delayed due to the relocation of the building within the existing parcel to allow for future expansion and the unforeseen delay in obtaining the property owners' approval for such change. The property owner has approved the change and new plans are being completed and will be ready for submission to the Nye Planning Commission. This renewal for the provisional registration certificate will allow Nye Natural Medicinal Solutions to complete the Medical Marijuana Production Facility that is planned and designed to meet or exceed all regulations of the State and the City.

NAC 453A.324 Registration certificates: Revocation if establishment not fully operational within 18 months. (NRS 453A.370)

1. If a medical marijuana establishment is not fully operational within 18 months after the date on which the Division issued the medical marijuana establishment registration certificate, the Division may revoke the medical marijuana establishment registration certificate. If the Division revokes a medical marijuana establishment registration certificate pursuant to this subsection, the applicable annual renewal fee paid by the establishment is not refundable.

2. If the Division revokes the medical marijuana establishment registration certificate of a medical marijuana establishment pursuant to subsection 1, the medical marijuana establishment may not reapply for a medical marijuana establishment registration certificate until at least 12 months after the date on which the previous medical marijuana establishment registration certificate was revoked.

If the Division revokes a registration certificate at any time during calendar year 2016, the affected MME will not be able to apply for a registration certificate during the 2016 open application period pursuant to NAC 453A.324 above. If, however, the MME elects to surrender its registration certificate, it may apply again for registration during the 2016 open application period.

Please initial one of the following options:

 I wish to surrender my MME's provisional registration certificate. I understand that since I am voluntarily surrendering my MME's registration certificate, my MME will be able to reapply for another registration certificate during the 2016 open application period.

 X I do not wish to surrender my MME's provisional registration certificate at this time. I understand that if the Division revokes the registration certificate, my MME will not be able to reapply for a registration certificate until at least 12 months after the revocation date.

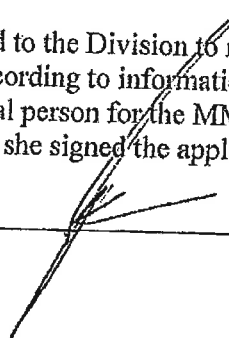
MME contact name: Pejman Bady

MME contact address: PO Box 6255 Pahrump NV 89041

MME contact phone: 310-863-4488

MME contact email address: pbady@me.com

Attestation: I attest the information provided to the Division to renew the MME's provisional registration certificate is true and correct according to information known by the undersigned at the time of signing; and the signature of a natural person for the MME as described in subsection 1 of NAC 453A.300 and the date on which he or she signed the application.

MME contact signature/date: 

redemption documents or amendments to the Operating Agreement necessary to effectuate the transactions contemplated herein, if any, but continuing to preserve the material terms and proposed economics herein. Notwithstanding anything contained herein to the contrary, CW acknowledges and understands that at the time of the filing of the initial applications with the applicable Governmental Authorities by NuVeda in an effort to obtain approval for the licenses and certificates of Nye, Mr. Phil Ivey, individually ("Ivey"), was listed as a three percent (3%) owner of Nye. In the event of any issues with respect to any alleged ownership interest in Nye by Ivey, including, without limitation, obtaining the Transfer Approvals, NuVeda and CW shall use best efforts to remedy such issues with Ivey and the applicable Governmental Authorities in order to effectuate the transactions described herein.

2.2 **Cooperation; Coordination of Tenant Improvements.** NuVeda will, whenever and as often as it shall be requested to do so by CWNV, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement or as necessary to construct the Tenant Improvements. In connection with the above, as time is of the essence, immediately following the execution and delivery of this Agreement by the parties hereto, and subject to the reasonable notice and approval by NuVeda of all plans and contracts (approval of which shall not be unreasonably withheld), CWNV hereby covenants and agrees, at no cost to NuVeda, to hire qualified contractors and other professionals and procure and maintain the necessary insurance policies in connection with the Tenant Improvements and to prepare plans, submit plans to the Government Authorities for approvals and permitting and to diligently proceed with construction of all Tenant Improvements necessary to open for business in accordance with the timeline described in Schedule 1 and incorporated herein by this reference (the "Timeline"). CWNV further covenants and agrees that it will take all such action as is necessary via best efforts to maintain the Licenses in good standing at all times.

2.3 **NRS Chapter 453A Changes.** The parties acknowledge that revisions to NRS Chapter 453A have been adopted by the Nevada legislature and that new Administrative Regulations have been promulgated in connection therewith. The parties also acknowledge that the Division promulgated a Policy, effective on November 11, 2015, that provides specific procedures for the transfer of ownership interests in an entity with a Medical Marijuana Establishment Certificate. Accordingly, the parties agree to cooperate as the legislative and regulatory changes go into effect and agree to work together in good faith to restructure the transactions contemplated herein, if necessary, but continuing to preserve the material terms and proposed economics herein, as the changes go into effect and new regulations or policies are promulgated in connection therewith.

2.4 **NRS Sections 108.2403 and 108.2407.** Pursuant to NRS Section 108.234, NuVeda hereby informs CWNV that when CWNV undertakes the Tenant Improvements, CWNV must comply with the requirements of NRS Sections 108.2403 and 108.2407. CWNV shall take all actions necessary under Nevada law to ensure that no liens encumbering Clark's and Nye's interest in each's respective facilities arise as a result of the construction of the Tenant Improvements.

2.5 **No Liens.** CWNV shall not permit mechanic's or other liens to be placed upon Clark's or Nye's facilities in connection with any work or service done or purportedly done by or for the benefit of CWNV, including, without limitation, the construction of the Tenant Improvements. If a lien is so placed, CWNV shall, within ten (10) days of notice from Clark or Nye of the filing of the

lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable lien law.

2.6 **Indemnity**. CWNV shall indemnify and hold NuVeda, its trustees, affiliates, subsidiaries, members, managers, principals, beneficiaries, partners, officers, directors, shareholders, employees, agents, successors and assigns (collectively, "NuVeda Parties") harmless from, and indemnify and defend such parties against, all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorneys' fees and other professional fees that may be imposed upon, incurred by or asserted against any of the NuVeda Parties (each a "Claim" and collectively "Claims") that arise out of the presence, use, construction or repair of the Tenant Improvements and the Clark or Nye facilities by CWNV or any of CWNV's employees, agents or invitees or any act or omission of CWNV or any of CWNV's employees, agents or invitees in those facilities.

2.7 **Assumption of Risk**. CWNV hereby acknowledges and agrees that it assumes all risk by entering the Clark and Nye facilities and hereby fully releases NuVeda of all Claims arising under or relating to the presence of CWNV or any of its officers, managers, members, agents, representatives, or contractors at those facilities and on the Properties.

SECTION 3

Payment of Contractual Costs

3.1 **Operating and Improvement Costs**. As of the Effective Date, and not including the Debt of NuVeda under and defined in Section 9.1(q) below, CWNV shall pay, or reimburse NuVeda for, as applicable, all costs and expenses incurred by NuVeda on and after the Effective Date under contracts in effect as of the Effective Date; provided, however, that CWNV shall have the right to reject any such contracts at no cost to CWNV, but not including any contract with 4Front Consultants existing as of the Effective Date which is not subject to rejection by CWNV, by written notice to NuVeda, Clark and Nye on or before the thirtieth (30th) business day following the Effective Date, and NuVeda shall satisfy any remaining obligations under such rejected contracts, if any, and CWNV shall have no liability therefor.

SECTION 4

General Representations and Warranties of NuVeda

NuVeda hereby represents and warrants to CWNV as follows:

4.1 **Organization and Standing**. NuVeda is a limited liability company duly organized, validly existing under and in good standing under the Laws of the State of Nevada.

4.2 **Legal Power**. NuVeda has the limited liability company power and authority to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

4.3 **Unencumbered Member Interests.** The membership interests in Clark and Nye are owned by NuVeda free of any claims, liens and encumbrances and there are no options, warrants or other rights to purchase any of NuVeda's membership interests in Clark and Nye, other than pursuant to the transactions contemplated herein.

4.4 **License.** NuVeda has delivered to CWNV a true, correct and complete copy of the Licenses and all applications relating thereto. NuVeda has not received any written notice that NuVeda, Clark or Nye are in default under any of the licenses.

4.5 **Real Property Rights.** NuVeda has delivered true, correct and complete copies of all deeds, documents, leases (including all addendums and amendments thereof), relating to the rights of Clark and Nye to occupy its respective Property and operate its businesses to CWNV. Those rights are in full force and effect, without any default thereunder.

4.6 **Authorization.** All limited liability actions on the part of NuVeda, its managers and its members necessary for the authorization, execution, delivery and performance of this Agreement by NuVeda, and the performance of all of NuVeda's obligations under this Agreement have been taken. This Agreement, when executed and delivered by NuVeda, shall constitute the valid and binding obligation of NuVeda, enforceable in accordance with its terms.

4.7 **Compliance with Other Instruments.** NuVeda is not in violation of any material term of its Articles of Organization or NuVeda's Operating Agreement, each as executed and amended on or before the Effective Date. The execution, delivery and performance of and compliance with this Agreement, and the issuance of membership interests to CWNV will not result in any material violation of, or conflict with, or constitute a default under, NuVeda's Articles of Organization, NuVeda's Operating Agreement, or any contracts under which it is bound.

4.8 **Governmental Consent.** No consent, approval, authorization, order, filing, registration or qualification of or with any court, Governmental Authority or third person, other than the Division and the Counties, on the part of NuVeda is required in connection with the execution and delivery of this Agreement, the performance of NuVeda's obligations hereunder, or the consummation of any other transaction contemplated by this Agreement, except for the approvals required under applicable state and local Laws, including, without limitation, the approval of any provisions License extensions, the applications of which are due to the applicable Governmental Authorities no later than December 15, 2015.

4.9 **Adoption of Recitals.** NuVeda adopts and incorporates by reference herein all of the recitals to this Agreement, insofar as those recitals apply to it and the membership interests in Clark and Nye.

SECTION 5

General Representations and Warranties of CWNV

CW and CWNV hereby represent and warrant to NuVeda as follows:

5.1 **Formation.** CW is, and CWNV will be, duly formed, validly existing and in good standing under the Laws of the State of Nevada.

5.2 **Legal Power and Capacity.** CW and CWNV have the power and authority and, as applicable, the legal capacity to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

5.3 **Authorization.** All actions on the part of CW and CWNV necessary for the authorization, execution, delivery and performance of this Agreement by each of them, and the performance of all of CW and CWNV's obligations under this Agreement have been taken. This Agreement, when executed and delivered by CW and CWNV, shall constitute the valid and binding obligation of each of them enforceable in accordance with its terms.

5.4 **Compliance with Other Instruments.** The execution, delivery and performance by CW and CWNV of this Agreement, and the consummation of the transactions contemplated hereby do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles, operating agreement or other organizational documents of CW or CWNV; (b) conflict with or result in a violation or breach of any provision of any Law or governmental order applicable to CW or CWNV; or (c) require the consent, notice or other action by any person under any agreement to which CW or CWNV is a party.

5.5 **Governmental Consent.** No consent, approval, authorization, order, filing, registration or qualification of or with any court, Governmental Authority or third person on the part of CW or CWNV is required in connection with the execution and delivery of this Agreement, the performance of CW and CWNV's obligations hereunder, or the consummation of any other transaction contemplated by this Agreement, except for the approvals required under applicable state and local Laws.

5.6 **Adoption of Recitals.** CW and CWNV adopt and incorporate by reference herein all of the recitals to this Agreement, insofar as those recitals apply to them.

SECTION 6

Survival; Indemnification

6.1 **Survival.** The representations and warranties of NuVeda, CW and CWNV contained in this Agreement will survive the Closing until the date that is twelve (12) months following the date upon which the Transfer Approvals are obtained.

6.2 **NuVeda Indemnification.** NuVeda indemnifies CW and CWNV in respect of, and holds each of them harmless from and against, any and all losses, damages, liabilities and expenses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to any breach of representation or warranty by NuVeda or nonfulfillment of failure to perform any covenant or agreement by NuVeda contained in this Agreement (determined in all cases as if the terms "material" or "materially" were not included therein).

6.3 **CW and CWNV Indemnification.** CW and CWNV, jointly and severally, indemnify NuVeda in respect of, and hold it harmless from and against, any and all losses suffered, incurred or sustained by it or to which it becomes subject, resulting from, arising out of or relating to

any breach of representation or warranty of CW or CWNV or nonfulfillment of or failure to perform any covenant or agreement by CW or CWNV contained in this Agreement (determined in all cases as if the terms "material" or "materially" were not included therein).

6.4 The indemnity provisions contained in Sections 6.2 and 6.3 shall survive for a period of twelve (12) months following the date upon which the Transfer Approvals are obtained.

SECTION 7

Conditions to Closing

7.1 **Conditions to Obligations of NuVeda.** The obligations of NuVeda to consummate any of the transactions contemplated in this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing (such date being referred to, respectively, as the "Closing Date" or "Closing"), of each of the following conditions:

(a) The representations and warranties of CW and CWNV contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all material respects on the Closing Date with the same effect as though made at and as of such date.

(b) CWNV shall have obtained all required Transfer Approvals, including from the Division and, to the extent required, the Counties.

(c) CW and CWNV shall have duly performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(d) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(e) CWNV shall have delivered to NuVeda such other documents or instruments as NuVeda reasonably requests.

7.2 **Conditions to Obligations of CW and CWNV.** The obligations of CW and CWNV to consummate any of the transactions contemplated in this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing (such date being referred to, respectively, as the "Closing Date"), of each of the following conditions:

(a) The representations and warranties of NuVeda contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all material respects on the Closing Date with the same effect as though made at and as of such date.

(b) CWNV shall have obtained all required Transfer Approvals, including from the Division and, to the extent required, the Counties.

(c) NuVeda shall have duly performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(d) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(e) NuVeda shall have delivered to CW and CWNV such other documents or instruments as CW and CWNV reasonably request.

SECTION 8

Termination

8.1 **Termination Events.** The parties hereby agree that this Agreement may be terminated upon the earliest to occur of the following:

(a) The mutual written agreement of NuVeda and CWNV;

(b) By NuVeda upon the material breach by CW or CWNV of any covenant or agreement contained herein, provided that such breach is not cured within thirty (30) days of written notice by NuVeda that such a breach has occurred, or if such breach is not capable of cure within such thirty (30) day period, that CW and CWNV have taken action to commence a cure by such date and is diligently pursuing the same; or

(c) By CW or CWNV upon the material breach by NuVeda of any covenant or agreement contained herein, provided that such breach is not cured within thirty (30) days of written notice by CWNV that such a breach has occurred, or if such breach is not capable of cure within such thirty (30) day period, that NuVeda has taken action to commence a cure by such date and is diligently pursuing the same.

8.2 **CWNV Remedies for NuVeda Default.** Notwithstanding any other provision in this Agreement to the contrary, upon the occurrence of a material breach or default of this Agreement by, NuVeda, CW and/or CWNV shall be entitled to any and all rights and remedies in law or in equity including, but not limited to, return of all CW capital investments at a rate of 16% interest per annum should the NuVeda majority owners lose control of NuVeda to NuVeda minority owners.

8.3 **NuVeda Remedies for CW and CWNV Breach or Default.** Notwithstanding any other provision in this Agreement to the contrary, upon the occurrence of a material breach or default of this Agreement by CW and/or CWNV, NuVeda shall be entitled to any and all rights and remedies in law or in equity.

SECTION 9

OPERATIONS COMMENCING ON THE EFFECTIVE DATE

9.1 **CWNV Duties.** Commencing on the Effective Date, CWNV will develop, manage, operate and promote the facilities and shall be charged with the duties to protect the licenses and 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 absent any management fee paid to CWNV or its managers:

- a. Oversight and management of the day-to-day commercial operations of the facilities;
- b. Oversight and management of the development, interior design and construction of the facilities;
- c. Implementation, oversight and management of SOPs, aesthetics, and general practices consistent with the other facilities of CW and CWNV;
- d. Hiring and management of all facilities personnel and management of all HR matters;
- e. Procurement of all inventories, supplies and services;
- f. Identification, procurement, installation and operation of all operating systems (e.g., inventory management, POS, security, regulatory compliance, HR, etc.);
- g. Advertising, marketing, signage and promotion;
- h. Risk-mitigation, and oversight and management of third-party security and regulatory compliance companies;
- i. Consumer and product-preference tracking and analysis;
- j. Establishment and management of a customer loyalty and/or membership program;
- k. Development and management of a delivery service program;
- l. Development and implementation of an annual business plan and budget, which shall serve as the basis for mutually agreed-upon performance goals and targets;
- m. Reporting, and records management and retention;
- n. Procurement and management of insurance;
- o. General maintenance, upkeep, and improvement of the subject property, as applicable; and
- p. Oversight and management of any other responsibilities appurtenant to the successful operation of the facilities.
- q. The debt of NuVeda due and outstanding as of the Effective Date is not more than \$2,182,130.00. CW shall be responsible for resolving up to \$1,500,000.00 of this debt and the parties shall work together diligently to negotiate resolutions of this debt.

9.2 **CWNV Inventory Obligations.** CWNV shall be responsible for obtaining the inventories for Clark on a consignment basis with the same or similar inventories as that of CW's other dispensaries, and CWNV shall ensure that Clark has priority to receive all wholesale inventories on the same basis as any other wholesale purchaser. The wholesale price for all inventories shall be mutually agreed upon up by representatives of CWNV and NuVeda, subject to periodic adjustment as necessary. CWNV guarantees that the wholesale price paid by Clark shall never exceed the lowest price paid for the same or similar inventories as other CW dispensaries. Upon the retail sale of the

inventories by Clark, CWNV will be reimbursed for said inventories based on the agreed-upon wholesale pricing.

9.3 **Priority of Dispensaries.** CW, CWNV and NuVeda agree that the build-out of the facilities and dispensaries licensed to Clark is of paramount importance and shall be the first priority for CW and CWNV. CW and CWNV shall use their best efforts to fully stock the Clark dispensaries with its existing facilities and those scheduled to come online on or before May 3, 2016 and in accordance with the Timeline.

9.4 **Cultivation and Production Facilities.** CW, CWNV and NuVeda representatives shall discuss and develop in good faith a business plan for the timing and placement of the Nye cultivation and production licenses, with set milestones and in accordance with the Timeline.

9.5 **Building Insurance Claim.** NuVeda and Clark shall use their best efforts to pursue and resolve the building insurance claim relating to the Third Street dispensary. Any and all proceeds from the resolution of such claim shall be delivered to CWNV (or otherwise used solely to pay costs of the build-out of the Clark dispensaries).

SECTION 10

Definitions

For purposes of this Agreement, the following definitions shall apply:

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"**Articles of Organization**" shall mean the Articles of Organization of NuVeda, Clark and Nye, filed with the Nevada Secretary of State.

"**Governmental Authority**" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

"**Law**" or "**Laws**" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority, including all common laws.

SECTION 11

Miscellaneous

11.1 **Amendment**. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by each party hereto.

11.2 **Notices**. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail (with read receipt) or facsimile (with confirmation of delivery) during normal business hours of the recipient; if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the address, facsimile or electronic mail address as set forth on the signature page of this Agreement, or at such other address or electronic mail address as such party may designate by advance written notice complying with this Section to the other parties hereto.

11.3 **Governing Law**. THIS AGREEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEVADA AND FOR ALL PURPOSES WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS PREVAILING IN THE STATE OF NEVADA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

11.4 **Jury Trial**. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE AGREEMENTS.

11.5 **Jurisdiction**. The parties agree that any action brought by either party under or in relation to the Agreement, including, without limitation, to interpret or enforce any provision of the Agreement, shall be brought in, and each party agrees to and does hereby submit to the exclusive jurisdiction and venue of, the Eighth Judicial District Court located in Clark County, Nevada.

11.6 **Representation**. BY EXECUTING THIS AGREEMENT, EACH PARTY ACKNOWLEDGES THAT IT HAS HAD THE ABILITY AND OPPORTUNITY (WHETHER OR NOT TAKEN) TO SECURE THE ADVICE OF INDEPENDENT LEGAL COUNSEL OF ITS OWN CHOOSING WITH RESPECT TO THE ADVISABILITY OF EXECUTING AND ENTERING INTO THE AGREEMENTS AND THE LEGAL EFFECT OF ANY PROVISION OF THE AGREEMENTS. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

11.7 **Transaction Expenses**. Each party shall pay their own legal fees and other incidental expenses incurred in connection with transactions contemplated herein; provided, however,

that CWNV shall pay all costs and expenses incurred by either party in connection with obtaining the Transfer Approvals.

11.8 **Successors and Assigns.** Except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

11.9 **Entire Agreement.** This Agreement and related exhibits and schedules constitute the full and entire understanding and agreement among the parties with regard to the subject matter hereof.

11.10 **Severability.** If any provision of the Agreements becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from the Agreement, and such court will replace such illegal, void or unenforceable provision of the Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of such Agreement shall be enforceable in accordance with its terms.

11.11 **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto.

11.12 **Counterparts.** This Agreement may be executed in any number of counterparts, and delivered by facsimile or electronic transmission, all of which together shall constitute one instrument.

11.13 **Further Assurances.** Each party hereto agrees to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary or desirable to more fully effectuate the Agreements or transactions contemplated herein or therein. This provision shall survive the termination of this Agreement.

11.14 **Confidentiality.** The parties acknowledge that each has received, and may hereafter receive, from the other information relating to the licenses and its business activities (collectively, "**Confidential Information**"). CW, CWNV and NuVeda agree to hold all Confidential Information, including but not limited to the terms and conditions of this Agreement and all documents relating thereto, in the strictest confidence and shall be treated by both parties on a confidential basis, provided that NuVeda and CWNV may disclose the terms and conditions of this Agreement to their attorneys, advisors and employees and to any Governmental Authority, and as otherwise may be required by law.

11.15 **Waiver of Defenses.** The parties acknowledge that the cultivation, production, and dispensing of medical marijuana is in violation of federal law, including, without limitation, the Controlled Substances Act, 21 U.S.C. §801 *et seq.* To the extent permitted by law, the parties hereby waive the right to assert any defense in any proceeding relating to the enforcement of this Agreement, including, without limitation, the defense of illegality.

(signatures follow)

This Membership Interest Purchase Agreement is executed as of the date first written above.

NUVEDA LLC, a Nevada limited liability company

By: _____

Name: Pejman Bady

Its: President and Managing Member

Address: _____

Email: _____

Facsimile: _____

CLARK NMSD LLC, a Nevada limited liability company

By: NUVEDA LLC, a Nevada limited liability company

Its: Manager

By: _____

Name: Pejman Bady

Its: President Managing Member

Address: _____

Email: _____

Facsimile: _____

NYE NATURAL MEDICINAL SOLUTIONS LLC, a Nevada limited liability company

By: NUVEDA LLC, a Nevada limited liability company

Its: Manager

By: _____

Name: Pejman Bady

Its: President Managing Member

Address: _____

Email: _____

Facsimile: _____

(Signatures continue on following page)

CWNEVADA, LLC,
a Nevada limited liability company

By: 

Brian C. Padgett, Manager

Address: 611 S. 6TH ST.

LAS VEGAS, NV 89101

Email: BRIAN.PADGETT@CWNEVADA.COM

Facsimile: (702) 368-0123

CWNV, LLC, a to-be-formed Nevada limited
liability company

By: 

Brian C. Padgett, Manager (upon formation)

Address: 611 S. 6TH ST.

LAS VEGAS, NV 89101

Email: BRIAN.PADGETT@CWNEVADA.COM

Facsimile: (702) 368-0123

Schedule 1

Tenant Improvements and Timeline

SEE TIMELINE IN OPERATING AGREEMENT
AS SET FORTH IN "ADDITIONS TO
OPERATING AGREEMENT" ATTACHED HERETO.

Additions to Operating Agreement

Budget: A budget of all operational expenses for the upcoming year will be presented to the Board for approval at the end of the prior year. Budget vs. actuals will be presented at each quarterly meeting of the Board to ensure that the company is operating within the annual budget approved by the Board. This will ensure that funds are being allocated and spent prudently.

Marketing: All of the dispensaries will be under The Green House umbrella, so a lot of the general marketing/branding costs can be shared (i.e. website, social media, management staff) through a pro rata allocation between CW and CWNV. Individual advertising costs for each dispensary (directive billboards for example) will be borne by the company who owns the dispensary.

Inventory Control: Each CW and CWNV dispensary shall have access to equal stock and equal pricing (this is covered already in the agreement). This is only subject to shelf space constraints based on the size of the dispensary. For example: The 2,500 sf dispensary on 3rd St won't be able to carry every product the larger Blue Diamond dispensary will carry.

Delivery: Each dispensary gets credit for deliveries made within its municipality – regardless of which store makes the delivery.

Disbursements: Pete and Joe can work together to add standard language found in Operating Agreements covering profits, payment of debt, allocations for expansion and disbursement but payment to debt and expansion should consist of not less than 50% of net income.

Timeline: Dispensaries to be complete on or about April 16, 2016. The only caveat to this depends on the construction status/timing of the City of Las Vegas location which has been destroyed. Cultivation and production shall be up and running by the end of December 2016.

All licenses shall be safeguarded to meet the May 2016 State of Nevada compliance cut-off. If a CWNV license is lost due to being unable to meet the May 2016 compliance date then CW shall provide an extra license of the same type to CWNV at its cost and build to a similar standard as originally planned.

The first greenhouse built on CWNV Nye cultivation license shall be approximately 25,000/sf with a completion date of 12/2016. Construction shall commence thereafter on phase 2 (an additional approximate 25,000/sf) as determined by market demand.

Lost Profits: If Cultivation and Production are not up and running in earnest by the end of 2016, CW shall provide lost profits to CWNV based on the number of months the facilities are tardy in opening and based on the profits those facilities actually make for that same number of months upon opening.

12/6/15

RM

12/6/15

RM

12/6/15

NUVEDA 000156

12/6/15

JA001124

Schedule 2

Debt

NuVeda LLC Loans/Accounts Payable

NuVeda Loans Payable

Name of Creditor	Agreement Date	NuVeda Signer	Term of Loan	Original Amount	Monthly Payment	Interest Rate	Amount Owning	NuVeda Notes	Total to be Paid	CW Notes
Gregory Daniel	05/15/15	Pej, Jennifer, Poura, Shane	36 Months	200,000	5,394.18	5%	188,012	need to pay		Note to pay down Afront Agreement. Was there an equity investment? Was Afront paid?
Majid Golpa	10/29/14	Pej	120 Months	600,000	6,074.70	4%	600,000	need to pay		Personal loan to Pej, Why wasn't this a NuVeda loan? How was money used?
Total							788,012			

NuVeda Accounts Payable

Name of Creditor	Agreement Date	NuVeda Signer	Term of Loan	Original Amount	Monthly Payment	Interest Rate	Amount Owning	NuVeda Notes	Total to be Paid	CW Notes
Afront Advisors, LLC	06/13/14	Shane	120 Months				446,200	negotiate		What has been paid to date? How was the amount due calculated? Search agreement for cultivation manager. Was the search initiated? Was anyone hired? How was the amount due calculated? Contract to build 3rd St. location. Need a copy of contract to review.
FloraSearch	04/17/15	Shane					48,000	negotiate		What is this agreement for? Was it ever signed? Did they do any work? Have they been paid anything?
Trinity Haven							18,857	negotiate		Represented NuVeda in Greg Daniel and Peak Venture money raises. We need copies of invoices and a detail of what's been paid. Lobbying agreement. What has been paid to date? How was the amount due calculated?
TrIQ		Unsigned					71,000	negotiate		Hired as Director of Operations for \$130K/year. What is the status of this employment? What has he been paid to date?
Stevenson Law Firm	07/21/15	Pej					55,000	negotiate		3rd St. Lease. What has been paid to date?
GC Garcia							251,225	negotiate		N. Las Vegas lease. What has been paid to date?
Wells Littlefield	12/18/14	Shane					90,000	employee		Marketing Consulting Agreement. \$24K total -- \$4K/month. What has been paid? Was any work completed?
1320 S 3rd Street - Rent	02/24/15	Shane					67,500	need to pay to close litigation		PR Contract. \$12K/month. What has been paid? Has any work been completed?
2113 N Las Vegas Blvd - Rent	04/01/15	Shane					172,000	need to pay to close litigation		Security Implementation Plan. Was there an agreement signed? Has any work been done? What was paid and what is the balance due?
Growdt Farm	08/05/15	Shane	6 months				4,000	negotiate		
FarmPR	09/15/15	Wells					12,000	negotiate		
TWIG							158,336	buyout/exit/negotiate		
Total							1,394,118			

12/6/15
Jim
12/6/15
12/6/15
12/6/15

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement") is made as of December 6, 2015 (the "Effective Date"), by and among CWNEVADA, LLC, a Nevada limited liability company (the "Transferee" or "CW"), CWNV, LLC, a to-be-formed Nevada limited liability company ("CWNV"), NuVeda LLC, a Nevada limited liability company (the "Transferor" or "NuVeda"), Clark NMSD LLC, a Nevada limited liability company ("Clark"), and Nye Natural Medicinal Solutions LLC, a Nevada limited liability company ("Nye").

RECITALS:

WHEREAS, NuVeda owns One Hundred Percent (100%) of the membership interests in Clark; and

WHEREAS, NuVeda owns One Hundred Percent (100%) of the membership interests in Nye, subject to the disclosure set forth in Section 2.1 below; and

WHEREAS, Clark has been issued the following provisional Medical Marijuana Establishment Certificates (as such term is defined in Nevada Revised Statutes ("NRS"), Chapter 453A):

- (i) Application Identifier No. D186, Reference #: 25025985357868237824 ("Dispensary 1") and issued by the State of Nevada Division of Public and Behavioral Health (the "Division"), for the dispensing of medical marijuana at a dispensary located at 1320 S. 3rd Street, Las Vegas, NV 89104 and more particularly described as Assessor's Parcel Number 162-03-110-137 (the "Dispensary 1 Property"); and
- (ii) Application Identifier No. D187, Reference #: 94090342955467020377 ("Dispensary 2") and issued by the Division for the dispensing of medical marijuana at a dispensary located at 2113 N. Las Vegas Blvd., North Las Vegas, NV 89030 and more particularly described as Assessor's Parcel Number 139-23-201-006 (the "Dispensary 2 Property"); and

WHEREAS, Nye has been issued the following provisional Medical Marijuana Establishment Certificates (as such term is defined in Nevada Revised Statutes ("NRS"), Chapter 453A):

- (i) Application Identifier No. C166, Reference #: 40733091629454751109 ("Cultivation") and issued by the Division, for the cultivation of medical marijuana at a cultivation facility at 2801 E. Thousandaire Blvd., Pahrump, NV 89048 and more particularly described as Assessor's Parcel Number 044-561-16 (the "C&P Property" and, collectively with the Dispensary 1 Property and the Dispensary 2 Property, the "Properties" and, each individually, a "Property"); and

- (ii) Application Identifier No. P107, Reference #: 91604693916166507699 ("Production") and issued by the Division, for the production of medical marijuana products at a production facility located at the C&P Property (all of the foregoing listed Medical Marijuana Certificates shall be collectively referred to herein as the "Certificates" or the "Licenses"); and

WHEREAS, specifically subject to all required state and local approvals from the State of Nevada, Clark County, and Nye County (collectively, the "Transfer Approvals"), Transferee desires to purchase and NuVeda desires to sell to Transferee 100% of the membership interests in Clark and Nye, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereby agree as follows:

SECTION 1

Purchase and Sale of Interests

1.1 Purchase and Sale of Interests. Subject to the terms and conditions of this Agreement, the Transferee shall purchase, and Transferor shall sell, 100% of the membership interests owned by Transferor in Clark and Nye, for the following consideration:

(a) Transferee shall cause to be formed a new manager-managed Nevada limited liability company, defined as "CWNV" herein, pursuant to the filing of Articles of Organization with the Nevada Secretary of State in a form mutually acceptable to NuVeda and CW (the "Articles"). Upon the formation of CWNV, Transferee shall designate CWNV as its nominee hereunder and, despite such designation of CWNV as nominee hereunder, CW and CWNV shall thereafter be jointly and severally responsible for all obligations of CWNV under this Agreement;

(b) Upon the formation of CWNV, CWNV shall be owned as follows: (i) thirty-five percent (35%) of the issued and outstanding membership interests in CWNV shall be issued and owned by NuVeda; and (ii) sixty-five percent (65%) of the issued and outstanding membership interests in CWNV shall be issued and owned by CW. Upon the formation of CWNV, a membership interest/manager ledger for CWNV shall be duly executed by both NuVeda and CW as members of CWNV and setting forth the membership interests and managers of CWNV (the "Ledger").

(c) Upon the formation of CWNV and to be further described in the operating agreement for CWNV (the "Operating Agreement"), CWNV shall have a Board of Managers consisting of three (3) individuals (the "Board"). For so long as NuVeda or its permitted assignee under the terms of the Operating Agreement is a member of CWNV, NuVeda shall be entitled to select one (1) individual to serve as a member of the Board. In the event the Board is increased in accordance with the terms of the Operating Agreement in the future, and which can only be increased to an odd number of managers and never decreased below three (3) managers, NuVeda shall have the right to

appoint the requisite number of managers constituting just less than a majority of the managers for so long as NuVeda or its permitted assignee is a member of CWNV.

(d) Immediately after the formation of CWNV and execution of the Ledger, NuVeda and CW shall commence good faith negotiations and use each of their best efforts to finalize and execute a mutually agreeable Operating Agreement with terms and provisions customary to an operating agreement of a limited liability company and which will include, without limitation, the following provisions:

- (i) The unanimous approval of all members for the admission of a new member to CWNV; the sale of all or substantially all of the assets of CWNV; and the dissolution of CWNV.
- (ii) Restrictions on transfer of membership interests in CWNV, including, without limitation, rights of first refusal to CWNV and the members but subject to customary permitted transfers;
- (iii) The approval of a majority of the members in CWNV to authorize and effectuate customary "major decisions" including, without limitation, mergers, conversions, exchanges or similar reorganizations that are in the best interest of CWNV;
- (iv) The requirement to provide monthly financial statements to the members of CWNV; and
- (v) The requirement to obtain and maintain necessary insurance policies, including, without limitation, general liability covering the operations of CWNV.

(e) Commencing as of the Effective Date, CW shall commence funding, and paying for, one hundred percent (100%) of: (i) all necessary tenant improvements, furniture, fixtures, equipment, and fees and expenses relating thereto, for the development of the facilities on the Properties and all matters relating thereto in the manner and as further described on Schedule 1 attached hereto and incorporated herein by this reference (collectively, the "Tenant Improvements"), (ii) all fees and expenses to effectuate the transfer and obtain the Transfer Approvals, and (iii) sufficient working capital for the operation of the businesses of Clark and Nye.

SECTION 2

State and Local Approvals; Cooperation; Coordination; Requirements

2.1 **State and Local Approval.** CWNV shall use its best efforts to obtain all Transfer Approvals, including from the Division and from Clark County and Nye County (collectively, the "Counties" and, each individually, a "County"). At the direction of CW and as soon as is practicable after the Effective Date, CWNV shall submit to the Division and the Counties all applications, supporting materials, fees and other documents which are necessary for consideration by the applicable Governmental Authority. If either (i) the Division or a County denies CWNV's request for approval of the transfer of the membership interests to CWNV pursuant to the terms herein, then the parties hereto shall continue to work together in good faith to obtain the Transfer Approvals in accordance with all applicable legal requirements, and, upon CWNV obtaining same, the parties agree to reasonably work together to negotiate in good faith and execute any required assignment or

redemption documents or amendments to the Operating Agreement necessary to effectuate the transactions contemplated herein, if any, but continuing to preserve the material terms and proposed economics herein. Notwithstanding anything contained herein to the contrary, CW acknowledges and understands that at the time of the filing of the initial applications with the applicable Governmental Authorities by NuVeda in an effort to obtain approval for the licenses and certificates of Nye, Mr. Phil Ivey, individually ("Ivey"), was listed as a three percent (3%) owner of Nye. In the event of any issues with respect to any alleged ownership interest in Nye by Ivey, including, without limitation, obtaining the Transfer Approvals, NuVeda and CW shall use best efforts to remedy such issues with Ivey and the applicable Governmental Authorities in order to effectuate the transactions described herein.

2.2 **Cooperation; Coordination of Tenant Improvements.** NuVeda will, whenever and as often as it shall be requested to do so by CWNV, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement or as necessary to construct the Tenant Improvements. In connection with the above, as time is of the essence, immediately following the execution and delivery of this Agreement by the parties hereto, and subject to the reasonable notice and approval by NuVeda of all plans and contracts (approval of which shall not be unreasonably withheld), CWNV hereby covenants and agrees, at no cost to NuVeda, to hire qualified contractors and other professionals and procure and maintain the necessary insurance policies in connection with the Tenant Improvements and to prepare plans, submit plans to the Government Authorities for approvals and permitting and to diligently proceed with construction of all Tenant Improvements necessary to open for business in accordance with the timeline described in Schedule 1 and incorporated herein by this reference (the "Timeline"). CWNV further covenants and agrees that it will take all such action as is necessary via best efforts to maintain the Licenses in good standing at all times.

2.3 **NRS Chapter 453A Changes.** The parties acknowledge that revisions to NRS Chapter 453A have been adopted by the Nevada legislature and that new Administrative Regulations have been promulgated in connection therewith. The parties also acknowledge that the Division promulgated a Policy, effective on November 11, 2015, that provides specific procedures for the transfer of ownership interests in an entity with a Medical Marijuana Establishment Certificate. Accordingly, the parties agree to cooperate as the legislative and regulatory changes go into effect and agree to work together in good faith to restructure the transactions contemplated herein, if necessary, but continuing to preserve the material terms and proposed economics herein, as the changes go into effect and new regulations or policies are promulgated in connection therewith.

2.4 **NRS Sections 108.2403 and 108.2407.** Pursuant to NRS Section 108.234, NuVeda hereby informs CWNV that when CWNV undertakes the Tenant Improvements, CWNV must comply with the requirements of NRS Sections 108.2403 and 108.2407. CWNV shall take all actions necessary under Nevada law to ensure that no liens encumbering Clark's and Nye's interest in each's respective facilities arise as a result of the construction of the Tenant Improvements.

2.5 **No Liens.** CWNV shall not permit mechanic's or other liens to be placed upon Clark's or Nye's facilities in connection with any work or service done or purportedly done by or for the benefit of CWNV, including, without limitation, the construction of the Tenant Improvements. If a lien is so placed, CWNV shall, within ten (10) days of notice from Clark or Nye of the filing of the

lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable lien law.

2.6 **Indemnity**. CWNV shall indemnify and hold NuVeda, its trustees, affiliates, subsidiaries, members, managers, principals, beneficiaries, partners, officers, directors, shareholders, employees, agents, successors and assigns (collectively, "NuVeda Parties") harmless from, and indemnify and defend such parties against, all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorneys' fees and other professional fees that may be imposed upon, incurred by or asserted against any of the NuVeda Parties (each a "Claim" and collectively "Claims") that arise out of the presence, use, construction or repair of the Tenant Improvements and the Clark or Nye facilities by CWNV or any of CWNV's employees, agents or invitees or any act or omission of CWNV or any of CWNV's employees, agents or invitees in those facilities.

2.7 **Assumption of Risk**. CWNV hereby acknowledges and agrees that it assumes all risk by entering the Clark and Nye facilities and hereby fully releases NuVeda of all Claims arising under or relating to the presence of CWNV or any of its officers, managers, members, agents, representatives, or contractors at those facilities and on the Properties.

SECTION 3

Payment of Contractual Costs

3.1 **Operating and Improvement Costs**. As of the Effective Date, and not including the Debt of NuVeda under and defined in Section 9.1(q) below, CWNV shall pay, or reimburse NuVeda for, as applicable, all costs and expenses incurred by NuVeda on and after the Effective Date under contracts in effect as of the Effective Date; provided, however, that CWNV shall have the right to reject any such contracts at no cost to CWNV, but not including any contract with 4Front Consultants existing as of the Effective Date which is not subject to rejection by CWNV, by written notice to NuVeda, Clark and Nye on or before the thirtieth (30th) business day following the Effective Date, and NuVeda shall satisfy any remaining obligations under such rejected contracts, if any, and CWNV shall have no liability therefor.

SECTION 4

General Representations and Warranties of NuVeda

NuVeda hereby represents and warrants to CWNV as follows:

4.1 **Organization and Standing**. NuVeda is a limited liability company duly organized, validly existing under and in good standing under the Laws of the State of Nevada.

4.2 **Legal Power**. NuVeda has the limited liability company power and authority to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

4.3 **Unencumbered Member Interests.** The membership interests in Clark and Nye are owned by NuVeda free of any claims, liens and encumbrances and there are no options, warrants or other rights to purchase any of NuVeda's membership interests in Clark and Nye, other than pursuant to the transactions contemplated herein.

4.4 **License.** NuVeda has delivered to CWNV a true, correct and complete copy of the Licenses and all applications relating thereto. NuVeda has not received any written notice that NuVeda, Clark or Nye are in default under any of the licenses.

4.5 **Real Property Rights.** NuVeda has delivered true, correct and complete copies of all deeds, documents, leases (including all addendums and amendments thereof), relating to the rights of Clark and Nye to occupy its respective Property and operate its businesses to CWNV. Those rights are in full force and effect, without any default thereunder.

4.6 **Authorization.** All limited liability actions on the part of NuVeda, its managers and its members necessary for the authorization, execution, delivery and performance of this Agreement by NuVeda, and the performance of all of NuVeda's obligations under this Agreement have been taken. This Agreement, when executed and delivered by NuVeda, shall constitute the valid and binding obligation of NuVeda, enforceable in accordance with its terms.

4.7 **Compliance with Other Instruments.** NuVeda is not in violation of any material term of its Articles of Organization or NuVeda's Operating Agreement, each as executed and amended on or before the Effective Date. The execution, delivery and performance of and compliance with this Agreement, and the issuance of membership interests to CWNV will not result in any material violation of, or conflict with, or constitute a default under, NuVeda's Articles of Organization, NuVeda's Operating Agreement, or any contracts under which it is bound.

4.8 **Governmental Consent.** No consent, approval, authorization, order, filing, registration or qualification of or with any court, Governmental Authority or third person, other than the Division and the Counties, on the part of NuVeda is required in connection with the execution and delivery of this Agreement, the performance of NuVeda's obligations hereunder, or the consummation of any other transaction contemplated by this Agreement, except for the approvals required under applicable state and local Laws, including, without limitation, the approval of any provisions License extensions, the applications of which are due to the applicable Governmental Authorities no later than December 15, 2015.

4.9 **Adoption of Recitals.** NuVeda adopts and incorporates by reference herein all of the recitals to this Agreement, insofar as those recitals apply to it and the membership interests in Clark and Nye.

SECTION 5

General Representations and Warranties of CWNV

CW and CWNV hereby represent and warrant to NuVeda as follows:

5.1 **Formation.** CW is, and CWNV will be, duly formed, validly existing and in good standing under the Laws of the State of Nevada.

5.2 **Legal Power and Capacity.** CW and CWNV have the power and authority and, as applicable, the legal capacity to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

5.3 **Authorization.** All actions on the part of CW and CWNV necessary for the authorization, execution, delivery and performance of this Agreement by each of them, and the performance of all of CW and CWNV's obligations under this Agreement have been taken. This Agreement, when executed and delivered by CW and CWNV, shall constitute the valid and binding obligation of each of them enforceable in accordance with its terms.

5.4 **Compliance with Other Instruments.** The execution, delivery and performance by CW and CWNV of this Agreement, and the consummation of the transactions contemplated hereby do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles, operating agreement or other organizational documents of CW or CWNV; (b) conflict with or result in a violation or breach of any provision of any Law or governmental order applicable to CW or CWNV; or (c) require the consent, notice or other action by any person under any agreement to which CW or CWNV is a party.

5.5 **Governmental Consent.** No consent, approval, authorization, order, filing, registration or qualification of or with any court, Governmental Authority or third person on the part of CW or CWNV is required in connection with the execution and delivery of this Agreement, the performance of CW and CWNV's obligations hereunder, or the consummation of any other transaction contemplated by this Agreement, except for the approvals required under applicable state and local Laws.

5.6 **Adoption of Recitals.** CW and CWNV adopt and incorporate by reference herein all of the recitals to this Agreement, insofar as those recitals apply to them.

SECTION 6

Survival; Indemnification

6.1 **Survival.** The representations and warranties of NuVeda, CW and CWNV contained in this Agreement will survive the Closing until the date that is twelve (12) months following the date upon which the Transfer Approvals are obtained.

6.2 **NuVeda Indemnification.** NuVeda indemnifies CW and CWNV in respect of, and holds each of them harmless from and against, any and all losses, damages, liabilities and expenses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to any breach of representation or warranty by NuVeda or nonfulfillment of failure to perform any covenant or agreement by NuVeda contained in this Agreement (determined in all cases as if the terms "material" or "materially" were not included therein).

6.3 **CW and CWNV Indemnification.** CW and CWNV, jointly and severally, indemnify NuVeda in respect of, and hold it harmless from and against, any and all losses suffered, incurred or sustained by it or to which it becomes subject, resulting from, arising out of or relating to

any breach of representation or warranty of CW or CWNV or nonfulfillment of or failure to perform any covenant or agreement by CW or CWNV contained in this Agreement (determined in all cases as if the terms "material" or "materially" were not included therein).

6.4 The indemnity provisions contained in Sections 6.2 and 6.3 shall survive for a period of twelve (12) months following the date upon which the Transfer Approvals are obtained.

SECTION 7

Conditions to Closing

7.1 Conditions to Obligations of NuVeda. The obligations of NuVeda to consummate any of the transactions contemplated in this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing (such date being referred to, respectively, as the "Closing Date" or "Closing"), of each of the following conditions:

(a) The representations and warranties of CW and CWNV contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all material respects on the Closing Date with the same effect as though made at and as of such date.

(b) CWNV shall have obtained all required Transfer Approvals, including from the Division and, to the extent required, the Counties.

(c) CW and CWNV shall have duly performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(d) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(e) CWNV shall have delivered to NuVeda such other documents or instruments as NuVeda reasonably requests.

7.2 Conditions to Obligations of CW and CWNV. The obligations of CW and CWNV to consummate any of the transactions contemplated in this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing (such date being referred to, respectively, as the "Closing Date"), of each of the following conditions:

(a) The representations and warranties of NuVeda contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all material respects on the Closing Date with the same effect as though made at and as of such date.

(b) CWNV shall have obtained all required Transfer Approvals, including from the Division and, to the extent required, the Counties.

(c) NuVeda shall have duly performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(d) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(e) NuVeda shall have delivered to CW and CWNV such other documents or instruments as CW and CWNV reasonably request.

SECTION 8

Termination

8.1 **Termination Events.** The parties hereby agree that this Agreement may be terminated upon the earliest to occur of the following:

(a) The mutual written agreement of NuVeda and CWNV;

(b) By NuVeda upon the material breach by CW or CWNV of any covenant or agreement contained herein, provided that such breach is not cured within thirty (30) days of written notice by NuVeda that such a breach has occurred, or if such breach is not capable of cure within such thirty (30) day period, that CW and CWNV have taken action to commence a cure by such date and is diligently pursuing the same; or

(c) By CW or CWNV upon the material breach by NuVeda of any covenant or agreement contained herein, provided that such breach is not cured within thirty (30) days of written notice by CWNV that such a breach has occurred, or if such breach is not capable of cure within such thirty (30) day period, that NuVeda has taken action to commence a cure by such date and is diligently pursuing the same.

8.2 **CWNV Remedies for NuVeda Default.** Notwithstanding any other provision in this Agreement to the contrary, upon the occurrence of a material breach or default of this Agreement by, NuVeda, CW and/or CWNV shall be entitled to any and all rights and remedies in law or in equity including, but not limited to, return of all CW capital investments at a rate of 16% interest per annum should the NuVeda majority owners lose control of NuVeda to NuVeda minority owners.

8.3 **NuVeda Remedies for CW and CWNV Breach or Default.** Notwithstanding any other provision in this Agreement to the contrary, upon the occurrence of a material breach or default of this Agreement by CW and/or CWNV, NuVeda shall be entitled to any and all rights and remedies in law or in equity.

SECTION 9

OPERATIONS COMMENCING ON THE EFFECTIVE DATE

9.1 **CWNV Duties.** Commencing on the Effective Date, CWNV will develop, manage, operate and promote the facilities and shall be charged with the duties to protect the licenses and 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 absent any management fee paid to CWNV or its managers:

- a. Oversight and management of the day-to-day commercial operations of the facilities;
- b. Oversight and management of the development, interior design and construction of the facilities;
- c. Implementation, oversight and management of SOPs, aesthetics, and general practices consistent with the other facilities of CW and CWNV;
- d. Hiring and management of all facilities personnel and management of all HR matters;
- e. Procurement of all inventories, supplies and services;
- f. Identification, procurement, installation and operation of all operating systems (e.g., inventory management, POS, security, regulatory compliance, HR, etc.);
- g. Advertising, marketing, signage and promotion;
- h. Risk-mitigation, and oversight and management of third-party security and regulatory compliance companies;
- i. Consumer and product-preference tracking and analysis;
- j. Establishment and management of a customer loyalty and/or membership program;
- k. Development and management of a delivery service program;
- l. Development and implementation of an annual business plan and budget, which shall serve as the basis for mutually agreed-upon performance goals and targets;
- m. Reporting, and records management and retention;
- n. Procurement and management of insurance;
- o. General maintenance, upkeep, and improvement of the subject property, as applicable; and
- p. Oversight and management of any other responsibilities appurtenant to the successful operation of the facilities.
- q. The debt of NuVeda due and outstanding as of the Effective Date is not more than \$2,182,130.00. CW shall be responsible for resolving up to \$1,500,000.00 of this debt and the parties shall work together diligently to negotiate resolutions of this debt.

9.2 **CWNV Inventory Obligations.** CWNV shall be responsible for obtaining the inventories for Clark on a consignment basis with the same or similar inventories as that of CW's other dispensaries, and CWNV shall ensure that Clark has priority to receive all wholesale inventories on the same basis as any other wholesale purchaser. The wholesale price for all inventories shall be mutually agreed upon up by representatives of CWNV and NuVeda, subject to periodic adjustment as necessary. CWNV guarantees that the wholesale price paid by Clark shall never exceed the lowest price paid for the same or similar inventories as other CW dispensaries. Upon the retail sale of the

inventories by Clark, CWNV will be reimbursed for said inventories based on the agreed-upon wholesale pricing.

9.3 **Priority of Dispensaries.** CW, CWNV and NuVeda agree that the build-out of the facilities and dispensaries licensed to Clark is of paramount importance and shall be the first priority for CW and CWNV. CW and CWNV shall use their best efforts to fully stock the Clark dispensaries with its existing facilities and those scheduled to come online on or before May 3, 2016 and in accordance with the Timeline.

9.4 **Cultivation and Production Facilities.** CW, CWNV and NuVeda representatives shall discuss and develop in good faith a business plan for the timing and placement of the Nye cultivation and production licenses, with set milestones and in accordance with the Timeline.

9.5 **Building Insurance Claim.** NuVeda and Clark shall use their best efforts to pursue and resolve the building insurance claim relating to the Third Street dispensary. Any and all proceeds from the resolution of such claim shall be delivered to CWNV (or otherwise used solely to pay costs of the build-out of the Clark dispensaries).

SECTION 10

Definitions

For purposes of this Agreement, the following definitions shall apply:

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"Articles of Organization" shall mean the Articles of Organization of NuVeda, Clark and Nye, filed with the Nevada Secretary of State.

"Governmental Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

"Law" or "Laws" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority, including all common laws.

SECTION 11

Miscellaneous

11.1 **Amendment.** Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by each party hereto.

11.2 **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail (with read receipt) or facsimile (with confirmation of delivery) during normal business hours of the recipient; if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the address, facsimile or electronic mail address as set forth on the signature page of this Agreement, or at such other address or electronic mail address as such party may designate by advance written notice complying with this Section to the other parties hereto.

11.3 **Governing Law.** THIS AGREEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEVADA AND FOR ALL PURPOSES WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS PREVAILING IN THE STATE OF NEVADA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

11.4 **Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE AGREEMENTS.

11.5 **Jurisdiction.** The parties agree that any action brought by either party under or in relation to the Agreement, including, without limitation, to interpret or enforce any provision of the Agreement, shall be brought in, and each party agrees to and does hereby submit to the exclusive jurisdiction and venue of, the Eighth Judicial District Court located in Clark County, Nevada.

11.6 **Representation.** BY EXECUTING THIS AGREEMENT, EACH PARTY ACKNOWLEDGES THAT IT HAS HAD THE ABILITY AND OPPORTUNITY (WHETHER OR NOT TAKEN) TO SECURE THE ADVICE OF INDEPENDENT LEGAL COUNSEL OF ITS OWN CHOOSING WITH RESPECT TO THE ADVISABILITY OF EXECUTING AND ENTERING INTO THE AGREEMENTS AND THE LEGAL EFFECT OF ANY PROVISION OF THE AGREEMENTS. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

11.7 **Transaction Expenses.** Each party shall pay their own legal fees and other incidental expenses incurred in connection with transactions contemplated herein; provided, however,

that CWNV shall pay all costs and expenses incurred by either party in connection with obtaining the Transfer Approvals.

11.8 **Successors and Assigns.** Except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

11.9 **Entire Agreement.** This Agreement and related exhibits and schedules constitute the full and entire understanding and agreement among the parties with regard to the subject matter hereof.

11.10 **Severability.** If any provision of the Agreements becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from the Agreement, and such court will replace such illegal, void or unenforceable provision of the Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of such Agreement shall be enforceable in accordance with its terms.

11.11 **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto.

11.12 **Counterparts.** This Agreement may be executed in any number of counterparts, and delivered by facsimile or electronic transmission, all of which together shall constitute one instrument.

11.13 **Further Assurances.** Each party hereto agrees to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary or desirable to more fully effectuate the Agreements or transactions contemplated herein or therein. This provision shall survive the termination of this Agreement.

11.14 **Confidentiality.** The parties acknowledge that each has received, and may hereafter receive, from the other information relating to the licenses and its business activities (collectively, "**Confidential Information**"). CW, CWNV and NuVeda agree to hold all Confidential Information, including but not limited to the terms and conditions of this Agreement and all documents relating thereto, in the strictest confidence and shall be treated by both parties on a confidential basis, provided that NuVeda and CWNV may disclose the terms and conditions of this Agreement to their attorneys, advisors and employees and to any Governmental Authority, and as otherwise may be required by law.

11.15 **Waiver of Defenses.** The parties acknowledge that the cultivation, production, and dispensing of medical marijuana is in violation of federal law, including, without limitation, the Controlled Substances Act, 21 U.S.C. §801 *et seq.* To the extent permitted by law, the parties hereby waive the right to assert any defense in any proceeding relating to the enforcement of this Agreement, including, without limitation, the defense of illegality.

(signatures follow)

This Membership Interest Purchase Agreement is executed as of the date first written above.

NUVEDA LLC, a Nevada limited liability company

By: _____

Name: Pejman Bady

Its: President and Managing Member

Address: _____

Email: _____

Facsimile: _____

CLARK NMSD LLC, a Nevada limited liability company

By: NUVEDA LLC, a Nevada limited liability company

Its: Manager

By: _____

Name: Pejman Bady

Its: President Managing Member

Address: _____

Email: _____

Facsimile: _____

NYE NATURAL MEDICINAL SOLUTIONS LLC, a Nevada limited liability company

By: NUVEDA LLC, a Nevada limited liability company

Its: Manager

By: _____

Name: Pejman Bady

Its: President Managing Member

Address: _____

Email: _____

Facsimile: _____

(Signatures continue on following page)

CWNEVADA, LLC,
a Nevada limited liability company

By: 

Brian C. Padgett, Manager

Address: 611 S. 6TH ST.

LAS VEGAS, NV 89101

Email: BRIAN.PADGETT@CWNEVADA.COM

Facsimile: (702) 368-0123

CWNV, LLC, a to-be-formed Nevada limited
liability company

By: 

Brian C. Padgett, Manager (upon formation)

Address: 611 S. 6TH ST.

LAS VEGAS, NV 89101

Email: BRIAN.PADGETT@CWNEVADA.COM

Facsimile: (702) 368-0123

Schedule I

Tenant Improvements and Timeline

SEE TIMELINE IN OPERATING AGREEMENT
AS SET FORTH IN "ADDITIONS TO
OPERATING AGREEMENT" ATTACHED HERETO.

Additions to Operating Agreement

Budget: A budget of all operational expenses for the upcoming year will be presented to the Board for approval at the end of the prior year. Budget vs. actuals will be presented at each quarterly meeting of the Board to ensure that the company is operating within the annual budget approved by the Board. This will ensure that funds are being allocated and spent prudently.

Marketing: All of the dispensaries will be under The Green House umbrella, so a lot of the general marketing/branding costs can be shared (i.e. website, social media, management staff) through a pro rata allocation between CW and CWNV. Individual advertising costs for each dispensary (directive billboards for example) will be borne by the company who owns the dispensary.

Inventory Control: Each CW and CWNV dispensary shall have access to equal stock and equal pricing (this is covered already in the agreement). This is only subject to shelf space constraints based on the size of the dispensary. For example: The 2,500 sf dispensary on 3rd St won't be able to carry every product the larger Blue Diamond dispensary will carry.

Delivery: Each dispensary gets credit for deliveries made within its municipality – regardless of which store makes the delivery.

Disbursements: Pete and Joe can work together to add standard language found in Operating Agreements covering profits, payment of debt, allocations for expansion and disbursement but payment to debt and expansion should consist of not less than 50% of net income.

Timeline: Dispensaries to be complete on or about April 16, 2016. The only caveat to this depends on the construction status/timing of the City of Las Vegas location which has been destroyed. Cultivation and production shall be up and running by the end of December 2016.

All licenses shall be safeguarded to meet the May 2016 State of Nevada compliance cut-off. If a CWNV license is lost due to being unable to meet the May 2016 compliance date then CW shall provide an extra license of the same type to CWNV at its cost and build to a similar standard as originally planned.

The first greenhouse built on CWNV Nye cultivation license shall be approximately 25,000/sf with a completion date of 12/2016. Construction shall commence thereafter on phase 2 (an additional approximate 25,000/sf) as determined by market demand.

Lost Profits: If Cultivation and Production are not up and running in earnest by the end of 2016, CW shall provide lost profits to CWNV based on the number of months the facilities are tardy in opening and based on the profits those facilities actually make for that same number of months upon opening.

12/6/15
RM

12/6/15
15M

12/6/15
JAN 13 44

NEVADA 000176
JAN 13 44

Schedule 2

Debt

Muvvada Loans Payable

**NUVEDA ACCOUNTS
PAYABLE**

NUVEDA 000178
JA001346

EXHIBIT 23

EXHIBIT 23

**NOTICE AND AGENDA
CITY OF NORTH LAS VEGAS
PLANNING COMMISSION**

December 9, 2015

***All Staff Reports and attachments are available on the City's
Website – <http://www.cityofnorthlasvegas.com>***

The North Las Vegas City Council Chamber is accessible to all persons. For reasonable accommodations to those with disability impairments, please contact the ADA Coordinator at (702) 633-1501 or TDD (800) 326-6868 at least seventy-two (72) hours in advance of the meeting. For general questions regarding this agenda, please contact the Community Development and Compliance Department at (702) 633-1516.

BRIEFING

5:30 P.M., Caucus Room, 2250 Las Vegas Boulevard, North
North Las Vegas, Nevada

CALL TO ORDER

6:00 P.M., Council Chambers, 2250 Las Vegas Boulevard, North
North Las Vegas, Nevada

WELCOME

The decision of the Planning Commission is final unless the decision is appealed to the City Council, or the item is required to be forwarded to the City Council for final action. The Planning Commission's approval of a Zoning Reclassification is automatically forwarded to the City Council upon approval; however, the Planning Commission's denial of a proposed Zoning Reclassification is final, unless appealed to the City Council. Any item that is appealed to the City Council must be filed with the City Clerk within seven calendar days of the Planning Commission decision. All appeals shall be submitted in writing on a form provided by the City Clerk and comply with all Municipal Code requirements.

Unless otherwise noted, all agenda items are **ACTION** items, except for those listed for discussion only and Public Forum issues. Items on the agenda may be taken out of order. The Planning Commission may combine two or more agenda items for consideration; and may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

Individuals wishing to speak on Public Hearing items are encouraged to complete a yellow card and submit it to the Planning Commission. The applicant will be permitted up to ten (10) minutes to present his or her application to the Commission. If possible, the Commission members will hold any questions until the conclusion of the applicant's presentation.

After the close of the initial presentation by an applicant, anyone wishing to offer comments will be permitted up to three (3) minutes to offer his or her statement to the Commission regarding the application presented. At the conclusion of the public comment period, the applicant will be permitted five (5) minutes to present his or her summary/rebuttal to the Commission.

Any deviations from the above time limits must be approved by the Commission before commencing any presentation by the applicant or members of the general public. Any request to waive the above time restrictions is limited to one (1) minute. The Commission may grant additional time, if it is deemed necessary.

VERIFICATION

Verification the Agenda and Meeting Notice was properly posted on the bulletin board at City Hall, 2250 Las Vegas Boulevard, North; the bulletin board at the Public Safety Building, 2266 Civic Center Drive, and the bulletin boards at the North Las Vegas Public Library, 2250 Las Vegas Boulevard North, Suites 133 and 137; Aliante Library, 2400 W. Deer Springs Way; Alexander Library, 1755 W. Alexander Road, the City's website, cityofnorthlasvegas.com, and Nevada Public Notice website, notice.nv.gov (including supporting materials), in compliance with N.R.S. 241, "The Open Meeting Law."

PLEDGE OF ALLEGIANCE

Commissioner Al Greer

PUBLIC FORUM

This is the first of two portions of the meeting devoted to the Public. After completing and submitting a yellow card, please come forward upon recognition by the Chairman and feel free to speak on any topic or item not listed on the agenda. Usually items received under this heading will be referred to the appropriate City staff for action at a later date. Items listed on the agenda will be heard after introduction by Staff. In consideration of other citizens, we ask that you please limit your comments to five minutes and that repetition be avoided. The Chairman may, at his discretion, hold the cards until the second Public Forum at the end of the meeting.

AGENDA

1. Approval of the Planning Commission Meeting Agenda of December 9, 2015 (For Possible Action)

MINUTES

2. **Approval of the Planning Commission Meeting Minutes of November 10, 2015** (For Possible Action)

NEW BUSINESS

3. **UN-26-14 (52596) 2804 SYNERGY IMPROVEMENTS (Public Hearing)**. An application submitted by 2804 Synergy LLC, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow a Cultivation Facility for Medical Marijuana on property located at 2804 Synergy Street. The Assessor's Parcel Number is 139-15-614-014. (For Possible Action)
4. **UN-45-14 (52845) 4606 LLC (Public Hearing)**. An application submitted by 4606 LLC, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow a Cultivation Facility for Medical Marijuana on property located at 4606 Andrews Street. The Assessor's Parcel Number is 140-06-510-002. (For Possible Action)
5. **UN-47-14 (52889) NORTH LAS VEGAS DISPENSARY (Public Hearing)**. An application submitted by WaveSeer of Las Vegas LLC on behalf of Decatur Plaza LLC, property owner, for an extension of time for a previously approved Special Use Permit in a C-2, General Commercial District to allow a Medical Marijuana dispensary on property located at 5530 North Decatur Boulevard. The Assessor's Parcel Number is 124-31-101-008. (For Possible Action)
6. **UN-62-14 (52925) MME CULTIVATION (Public Hearing)**. An application submitted by Kathryn Petersen, on behalf of SFC Leasing LP, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow a Cultivation Facility for Medical Marijuana on property located at 203 East Mayflower Avenue. The Assessor's Parcel Number is 139-15-615-026. (For Possible Action)

7. **UN-65-14 (52867) 1616 E. LAKE MEAD BLVD-DISPENSARY (Public Hearing).** An application submitted by NLV Health and Wellness LLC on behalf of 1616 East Lake Mead LLC, property owner, for an extension of time for a previously approved Special Use Permit in an R-A/DC Redevelopment Area /Downtown Core Subdistrict, to allow a Medical Marijuana Dispensary on property located at 1616 East Lake Mead Boulevard. The Assessor's Parcel Number is 139-23-601-015. (For Possible Action)
8. **UN-75-14 (52760) MME DISPENSARY AT 2113 N. LV BLVD (Public Hearing).** An application submitted by Clark NMSD LLC dba NuVeda on behalf of 2113 Investors LLC, property owner, for an extension of time for a previously approved Special Use Permit in an RA/DC, Redevelopment Area / Downtown Core Subdistrict to allow a Medical Marijuana Dispensary on property located at 2113 North Las Vegas Boulevard. The Assessor's Parcel Number is 139-23-201-006. (For Possible Action)
9. **UN-88-14 (52879) MD DEVELOPMENT-CULTIVATION (Public Hearing).** An application submitted by MD Development, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow a Cultivation Facility for Medical Marijuana on property located at 228 West Owens Avenue. The Assessor's Parcel Number is 139-22-803-002. (For Possible Action)
10. **UN-89-14 (52880) MD DEVELOPMENT-PRODUCTION (Public Hearing).** An application submitted by MD Development, property owner, for an extension of time for a previously approved special use permit in an M-2, General Industrial District to allow the Production of Edible Marijuana Products or Marijuana Infused Products on property located at 228 West Owens Avenue. The Assessor's Parcel Number is 139-22-803-002. (For Possible Action)
11. **UN-85-14 (52884) LVIG HOLDINGS LLC (Public Hearing).** An application submitted by LVOG Holdings LLC on behalf of Stars and Strips Heliplex LLC, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow a Cultivation Facility for Medical Marijuana on property located at 500 East Cheyenne Avenue. The Assessor's Parcel Number is 139-11-401-007. (For Possible Action)
12. **UN-86-14 (52883) LVOP HOLDINGS LLC (Public Hearing).** An application submitted by LVOG Holdings LLC on behalf of Stars and Strips Heliplex LLC, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow the Production of Medical Marijuana Products or Marijuana Infused Products on property located at 500 East Cheyenne Avenue. The Assessor's Parcel Number is 139-11-401-007. (For Possible Action)

13. **UN-87-14 (52890) MME TESTING AT CHEYENNE & 5TH (Public Hearing).** An application submitted by Stars and Strips Heliplex LLC, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow an Independent Testing Laboratory for Medical Marijuana on property located at 500 East Cheyenne Avenue. The Assessor's Parcel Number is 139-11-401-007. (For Possible Action)
14. **UN-92-14 (52903) MEDICAL CANNABIS HEALING LLC (Public Hearing).** An application submitted by Medical Cannabis Healing LLC on behalf of Renaissance Craig LLC, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow a Cultivation Facility for Medical Marijuana on property located at 2180 East Craig Road. The Assessor's Parcel Number is 139-02-613-022. (For Possible Action)
15. **UN-93-14 (52905) MEDICAL CANNABIS HEALING LLC (Public Hearing).** An application submitted by Medical Cannabis Healing LLC on behalf of Renaissance Craig LLC, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow the Production of Edible Marijuana Products or Marijuana Infused Products on property located at 2180 East Craig Road. The Assessor's Parcel Number is 139-02-613-022. (For Possible Action)
16. **UN-90-14 (52900) MEDICAL CANNABIS HEALING LLC (Public Hearing).** An application submitted by Medical Cannabis Healing LLC on behalf of Renaissance Craig LLC, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow a Medical Marijuana Dispensary on property located at 2180 East Craig Road. The Assessor's Parcel Number is 139-02-613-022. (For Possible Action)
17. **UN-101-14 (52926) DESERT GREEN FARMS (Public Hearing).** An application submitted by GBS Holding LLC, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow a Cultivation Facility for Medical Marijuana on property located at the southeast corner of Azure Avenue and Beesley Drive. The Assessor's Parcel Number is 123-27-201-026. (For Possible Action)
18. **UN-102-14 (52927) DESERT GREEN INFUSIONS (Public Hearing).** An application submitted by GBS Holding LLC, property owner, for an extension of time for a previously approved Special Use Permit in an M-2, General Industrial District to allow the Production of Edible Marijuana Products or Marijuana Infused Products on property located at the southeast corner of Azure Avenue and Beesley Drive. The Assessor's Parcel Number is 123-27-201-026. (For Possible Action)

19. **VAC-08-15 (53069) ELDORADO R1-60 NO. 17 (Public Hearing)**. An application submitted by Pardee Homes of Nevada, property owner, to vacate two (2) 20-foot wide sewer easements and a 150-foot wide drainage easement. The properties are located at the southwest corner of Deer Springs Way and Revere Street. The Assessor's Parcel Numbers are 124-21-713-003 and 124-21-813-061. (For Possible Action)
20. **ZOA-08-15 (53034) VRD INDUSTRIAL (Public Hearing)**. An application submitted by Ofner Nurkin on behalf of Victor DeBrouwer, property owner, for an amendment to Title 17 (Zoning Ordinance), Section 17.20.010 (Permitted Use Table 17.20-1) of the North Las Vegas Municipal Code to allow a "vehicle repair facility" as a special use permit in the M-1, Business Park Industrial District and providing for other matters property related thereto. (For Possible Action)
21. **SNC-01-15 (53009) NICCO WAY (Public Hearing)**. An application submitted by Peter Mouskondis, for a Street Name Change to rename a portion of Linn Lane to Nicco Way, between Ann Road and Centennial Parkway. (For Possible Action)
22. **UN-75-15 (52866) SWIFT TRANSPORTATION DEPOT (Public Hearing)**. An application submitted by Swift Transportation Co. of Arizona LLC, property owner, for a Special Use Permit in an M-2, General Industrial District, to allow a fuel sales facility (compressed natural gas) on property located at 3940 East Lone Mountain Road. The Assessor's Parcel Number is 123-31-801-001. (For Possible Action)
23. **UN-77-15 (52998) NLVG, LLC (Public Hearing)**. An application submitted by NLVG, LLC, on behalf of Calabasas Queen II LLC, property owner, for a Special Use Permit in an M-2, General Industrial District to allow a Cultivation Facility for Medical Marijuana on property located at 203 West Brooks Avenue. The Assessor's Parcel Number is 139-15-611-002. (For Possible Action)
24. **UN-78-15 (53013) ZENITH AUTO SALES LLC (Public Hearing)**. An application submitted by Zenith Auto Sales LLC on behalf of Washburn LLC, property owner, for a Special Use Permit in an M-2, General Industrial District to allow a vehicle sales facility on property located at 2563 East Washburn Road. Assessor's Parcel Number is 124-36-312-022. (For Possible Action)
25. **UN-79-15 (53028) VEGAS CHEER AUTHORITY (Public Hearing)**. An application submitted by Vegas Cheer Authority on behalf of Leibsohn Family Trust, property owner, for a Special Use Permit in an M-2, General Industrial District to allow an indoor recreation center (cheerleading academy) on property located at 3051 Coleman Street. Assessor's Parcel Number is 139-17-510-023. (For Possible Action)

26. **UN-80-15 (53049) 4222 LOSEE CULTIVATION (Public Hearing).** An application submitted by MBNV Investment LLC, on behalf of Rex and Ethel Kuwasaki, property owner, for a Special Use Permit in an M-2, General Industrial District to allow a Cultivation Facility for Medical Marijuana on property located at 4222 and 4224 Losee Road. The Assessor's Parcel Number is 139-01-301-005. (For Possible Action)
27. **UN-81-15 (53051) FRONTLINE AUTO REMARKETING (Public Hearing).** An application submitted by Frontline Auto Remarketing LLC on behalf of G P 21 Properties LLC, property owner, for a Special Use Permit in an M-2, General Industrial District to allow a vehicle sales facility on property located at 4429 Losee Road. Assessor's Parcel Number is 139-02-613-012. (For Possible Action)

OLD BUSINESS

28. **AMP-03-15 (52283) COLEMAN AIR PARK II & III (Public Hearing).** An application submitted by DND Holding LLC, property owner, for an amendment to the Comprehensive Plan, land use element, to change the current designation of Mixed Use Employment to Heavy Industrial. The property is located at the northeast corner of Coleman Street and Evans Avenue. The Assessor's Parcel Number is 139-17-611-005. (For Possible Action) (Continued September 9 and October 14, 2015)
29. **ZN-07-15 (52262) COLEMAN AIR PARK II & III (Public Hearing).** An application submitted by DND Holding LLC, property owner, for a reclassification of property from its current designation of M-1, Business Park Industrial District to an M-2, General Industrial District. The property is located at the northeast corner of Coleman Street and Evans Avenue. The Assessor's Parcel Number is 139-17-611-005. (For Possible Action) (Continued September 9 and October 14 2015)
30. **WAV-04-15 (52263) COLEMAN AIR PARK II & III (Public Hearing).** An application submitted by DND Holding LLC, property owner, for a waiver in an M-1, Business Park Industrial District (proposed property reclassification to an M-2, General Industrial District) to waive a portion of the parking and landscape requirements. The property is located at the northeast corner of Coleman Street and Evans Avenue. The Assessor's Parcel Number is 139-17-611-005. (For Possible Action) (Continued September 9 and October 14, 2015)

31. **ZN-08-15 (52264) VRD INDUSTRIAL (Public Hearing)**. An application submitted by Ofer Nurkin on behalf of Debrouwer Ray and Victor, property owner, for a reclassification of property from the current designation of M-1, Business Park Industrial District to an M-2, General Industrial District. The property is located 4245 Production Court. The Assessor's Parcel Number is 140-06-311-004. (For Possible Action) (Continued October 14, 2015)

PUBLIC FORUM

This is the portion of the meeting devoted to the public. After completing and submitting a yellow card, please come forward upon recognition by the Chairman and feel free to speak upon any topic. Usually items received under this heading will be referred to the appropriate City staff for action at a later date.

DIRECTOR'S BUSINESS

CHAIRMAN'S BUSINESS

ADJOURNMENT

EXHIBIT 24

EXHIBIT 24

To: Clark NMSD, LLC and Nye Natural Medicinal Solutions, LLC

From: Department of Health & Human Services, Medical Marijuana Program

Date: 12/10/15

This will acknowledge receipt of Renewal Application Forms for Medical Marijuana Establishments (MME) Provisional Registration Certificates for the following:

MME Application ID No.

C165

P108

D187

D186

C166

P107

Department of Health & Human Services

By: R. Lee Prince

Date: 12/10/15

KAEMPFER
CROWELL

LAS VEGAS OFFICE
INFO@KCNVLAW.COM

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
60 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

December 9, 2015

VIA HAND DELIVERY

Division of Public and Behavioral Health
Medical Marijuana Program
4150 Technology Way, Suite 106
Carson City, Nevada 89706

**Re: Clark NMSD, LLC & Nye Natural Medicinal Solutions, LLC
Renewal Applications**

To Whom It May Concern:

Our office represents the above-referenced. Enclosed please find original executed provisional certificate renewal applications for the following:

- 1) 13655 Apex Star Court, Las Vegas, NV 89124 – Cultivation ID #C165
- 2) 13655 Apex Star Court, Las Vegas, NV 89124 – Production ID #P108
- 3) 2113 N. Las Vegas Blvd., Las Vegas, NV 89030 – Dispensary ID #D187
- 4) 1320 S. 3rd Street, Las Vegas, NV 89104 – Dispensary ID #D186
- 5) 2801 E. Thousandaire Blvd., Pahrump, NV 89048 – Cultivation ID #C166
- 6) 2801 E. Thousandaire Blvd., Pahrump, NV 89048 – Production ID #P107

Thank you in advance for your kind consideration. If you have any questions or need anything else, please do not hesitate to contact me at 702-672-6882.

Sincerely,

KAEMPFER CROWELL



ANN M. PIERCE
LAND USE/LICENSING ADMINISTRATION

AMP/
Encls.

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA



CODY L. PHINNEY, MPH
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
MEDICAL MARIJUANA PROGRAM
4150 Technology Way, Suite 106
Carson City, Nevada 89706
Telephone: (775) 684-3487 • Fax: (775) 684-4156
medicalmarijuana@health.nv.gov

**Renewal Application Form for Medical Marijuana Establishment
(MME) Provisional Registration Certificates**

NRS 453A.322(5) states that a medical marijuana registration certificate expires 1 year after the date of its issuance:

5. Except as otherwise provided in subsection 6, if an application for registration as a medical marijuana establishment satisfies the requirements of this section and the establishment is not disqualified from being registered as a medical marijuana establishment pursuant to this section or other applicable law, the Division shall issue to the establishment a medical marijuana establishment registration certificate. A medical marijuana establishment registration certificate expires 1 year after the date of issuance and may be renewed upon:

- (a) Resubmission of the information set forth in this section; and*
- (b) Payment of the renewal fee set forth in NRS 453A.344.*

All MMEs that were issued a provisional registration certificate on November 3, 2014, and that have not yet obtained a final registration certificate from the Division, must complete and return this renewal application form to the Division by December 15, 2015. If an MME does not respond to this renewal requirement; or if the renewal application is not received at the Division or postmarked by December 15, 2015, the MME's registration will be deemed expired and no longer valid. The Division is deferring collection of the renewal fee at this time.

Mail the renewal form to:

Division of Public and Behavioral Health
Medical Marijuana Program
4150 Technology Way, Suite 106
Carson City, NV 89706

MME application ID # (i.e. D001, C050, etc.): C165

MME 20-digit identification #: 64995797755670122923

MME entity legal name filed with the Nevada Secretary of State (not DBA name):
Clark Natural Medicinal Solutions, LLC

MME physical address: 13655 Apex Star Court
Las Vegas NV 89124

MME local jurisdiction: Clark

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Pejman Bady

For MME dispensaries only – proposed hours of operation:

N/A

Pursuant to NAC 453A.328(1)(f)(1)-(5), for each owner, officer and board member of this MME, identify whether that person:

1. Has served as an owner, officer or board member for an MME that has had its registration certificate revoked. ☐ Yes ☒ No

If yes, list the name of the person and the MME.

2. Is an attending physician currently providing written documentation for the issuance of registry identification cards. ☐ Yes ☒ No

If yes, list the name of the person.

3. Is a law enforcement officer. ☐ Yes ☒ No

If yes, list the name of the person and the law enforcement agency.

4. Is an employee or contractor of the Division. ☐ Yes ☒ No

If yes, list the name of the person and the job title.

5. Has an ownership or financial investment interest in any other MME. ☒ Yes ☐ No

If yes, list the person, the other MME(s) and describe the interest.

Pejman Bady	Owner	46.5	Clark NMSD, LLC
Shane Terry	Owner	21.0	Clark NMSD, LLC
Pouya Mohajer	Owner	21.0	Clark NMSD, LLC
Jennifer Goldstein	Owner	7.0	Clark NMSD, LLC
Ryan Winmill	Owner	1.75	Clark NMSD, LLC
John Penders	Owner	1.75	Clark NMSD, LLC
Joseph Kennedy	Owner	1.0	Clark NMSD, LLC

Pejman Bady	Owner	46.5	Nye Natural Medicinal Solutions, LLC
Shane Terry	Owner	21.0	Nye Natural Medicinal Solutions, LLC
Pouya Mohajer	Owner	21.0	Nye Natural Medicinal Solutions, LLC
Jennifer Goldstein	Owner	7.0	Nye Natural Medicinal Solutions, LLC
Ryan Winmill	Owner	1.75	Nye Natural Medicinal Solutions, LLC
John Penders	Owner	1.75	Nye Natural Medicinal Solutions, LLC
Joseph Kennedy	Owner	1.0	Nye Natural Medicinal Solutions, LLC

MME Application ID # (i.e. D001, C050): C165

Instructions: List all current owners, officers and board members for this MME. For Owner entities other than natural persons, annotate the entity name (i.e. LLC or trust), and identify ALL natural persons in the entity, and their corresponding ownership interest percentage (%) in this MME. Use a continuation page if you need more space.

[illegible]

MME projected date to be fully operational: April 2016

MME progress details (please address the status of the following items at a minimum: local business license, certificate of occupancy, agent card status, facility construction, MME equipment, and status of MME operational policies and procedures):

1. Have you received a business license for this MME from the local jurisdiction?
☐ Yes ☒ No

If not, describe where in the process you currently are.

The project is delayed due to lack of available infrastructure and utilities. The City of North Las Vegas
has been working with Nevada Energy to bring power to this location.

2. Have you received a Certificate of Occupancy for this MME from the local jurisdiction? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

The project is delayed due to lack of available infrastructure and utilities. The City of North Las Vegas
has been working with Nevada Energy to bring power to this location.

3. Have you applied for and received required Special Use Permits and/or Conditional Use Permits for this MME from the local jurisdiction? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

4. Are background checks and waivers complete and submitted for all owners, officers and board members of this MME? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

5. Have all owners, officers, board members, employees and volunteers of this MME received agent cards? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

All owners submitted application and underwent fingerprinting at the police station in August 2015.

Two owners have received their agent cards while the others are still waiting.

6. Is all construction and finishing complete for this MME? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

The plans have been completed; however, the project is delayed due to lack of available infrastructure and utilities. Due to the extraordinary complexity and time frames, this project and others have not been able to move forward. We are waiting for the utilities to be completed.

7. Is all required MME equipment on the premises and installed? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

Not all the equipment has been obtained. The project is delayed due to lack of available infrastructure and utilities. Due to the extraordinary complexity and time frames, this project and others have not been able to move forward. We are waiting for the utilities to be completed.

8. For facilities for the production of edible marijuana or marijuana infused products, has the production plan been reviewed and approved by the Division?

☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

9. Have you received a letter of approval for logos and advertising? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

10. MME barriers to completion: Please address issues your MME is facing that are beyond your ability to control or affect and are preventing or delaying you from becoming fully operational:

The reason for this request is that the project is delayed due to lack of available infrastructure and utilities. The City of North Las Vegas has been working to bring infrastructure while working with Nevada Energy to supply power to this site. Due to the extraordinary complexity and time frames, this project and others have not been able to move forward. This renewal for the provisional registration certificate will allow Clark Natural Medicinal Solutions to complete the Medical Marijuana Cultivation Facility that is planned and designed to meet or exceed all regulations of the State and the City.

NAC 453A.324 Registration certificates: Revocation if establishment not fully operational within 18 months. (NRS 453A.370)

1. If a medical marijuana establishment is not fully operational within 18 months after the date on which the Division issued the medical marijuana establishment registration certificate, the Division may revoke the medical marijuana establishment registration certificate. If the Division revokes a medical marijuana establishment registration certificate pursuant to this subsection, the applicable annual renewal fee paid by the establishment is not refundable.

2. If the Division revokes the medical marijuana establishment registration certificate of a medical marijuana establishment pursuant to subsection 1, the medical marijuana establishment may not reapply for a medical marijuana establishment registration certificate until at least 12 months after the date on which the previous medical marijuana establishment registration certificate was revoked.

If the Division revokes a registration certificate at any time during calendar year 2016, the affected MME will not be able to apply for a registration certificate during the 2016 open application period pursuant to NAC 453A.324 above. If, however, the MME elects to surrender its registration certificate, it may apply again for registration during the 2016 open application period.

Please initial one of the following options:

 I wish to surrender my MME's provisional registration certificate. I understand that since I am voluntarily surrendering my MME's registration certificate, my MME will be able to reapply for another registration certificate during the 2016 open application period.

 X I do not wish to surrender my MME's provisional registration certificate at this time. I understand that if the Division revokes the registration certificate, my MME will not be able to reapply for a registration certificate until at least 12 months after the revocation date.

MME contact name: Pejman Bady
MME contact address: PO Box 6255 Pahrump NV 89041
MME contact phone: 310-863-4488
MME contact email address: pbady@me.com

Attestation: I attest the information provided to the Division to renew the MME's provisional registration certificate is true and correct according to information known by the undersigned at the time of signing; and the signature of a natural person for the MME as described in subsection 1 of NAC 453A.300 and the date on which he or she signed the application.

MME contact signature/date: 

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA



CODY L. PHINNEY, MPH
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
MEDICAL MARIJUANA PROGRAM

4150 Technology Way, Suite 106
Carson City, Nevada 89706
Telephone: (775) 684-3487 · Fax: (775) 684-4156
medicalmarijuana@health.nv.gov

**Renewal Application Form for Medical Marijuana Establishment
(MME) Provisional Registration Certificates**

NRS 453A.322(5) states that a medical marijuana registration certificate expires 1 year after the date of its issuance:

5. *Except as otherwise provided in subsection 6, if an application for registration as a medical marijuana establishment satisfies the requirements of this section and the establishment is not disqualified from being registered as a medical marijuana establishment pursuant to this section or other applicable law, the Division shall issue to the establishment a medical marijuana establishment registration certificate. A medical marijuana establishment registration certificate expires 1 year after the date of issuance and may be renewed upon:*

- (a) *Resubmission of the information set forth in this section; and*
- (b) *Payment of the renewal fee set forth in NRS 453A.344.*

All MMEs that were issued a provisional registration certificate on November 3, 2014, and that have not yet obtained a final registration certificate from the Division, must complete and return this renewal application form to the Division by December 15, 2015. If an MME does not respond to this renewal requirement, or if the renewal application is not received at the Division or postmarked by December 15, 2015, the MME's registration will be deemed expired and no longer valid. The Division is deferring collection of the renewal fee at this time.

Mail the renewal form to:

Division of Public and Behavioral Health
Medical Marijuana Program
4150 Technology Way, Suite 106
Carson City, NV 89706

MME application ID # (i.e. D001, C050, etc.): P108

MME 20-digit identification #: 54477437937479297460

MME entity legal name filed with the Nevada Secretary of State (not DBA name):
Clark Natural Medicinal Solutions, LLC

MME physical address: 13655 Apex Star Court
Las Vegas NV 89124

MME local jurisdiction: Clark

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Pejman Bady

For MME dispensaries only – proposed hours of operation:

11/24

Pursuant to NAC 453A.328(1)(f)(1)-(5), for each owner, officer and board member of this MME, identify whether that person:

1. Has served as an owner, officer or board member for an MME that has had its registration certificate revoked. ☐ Yes ☒ No

If yes, list the name of the person and the MME.

2. Is an attending physician currently providing written documentation for the issuance of registry identification cards. ☐ Yes ☒ No

If yes, list the name of the person.

3. Is a law enforcement officer. ☐ Yes ☒ No

If yes, list the name of the person and the law enforcement agency.

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If yes, list the person, the other MME(s) and describe the interest.

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Jennifer Goldstein	Owner	7.0	Clark NMSD, LLC
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Jennifer Goldstein	Owner	7.0	Nye Natural Medicinal Solutions, LLC
Ryan Winmill	Owner	1.75	Nye Natural Medicinal Solutions, LLC
John Penders	Owner	1.75	Nye Natural Medicinal Solutions, LLC
Joseph Kennedy	Owner	1.0	Nye Natural Medicinal Solutions, LLC

MME Entity Name: Clark Natural Medicinal Solutions, LLC

MME Application ID # (i.e. D001, C050): P108

Instructions: List all current owners, officers and board members for this MME. For Owner entities other than natural persons, annotate the entity name (i.e. LLC or trust), and identify ALL natural persons in the entity, and their corresponding ownership interest percentage (%) in this MME. Use a continuation page if you need more space.

Name	Role (Owner, Officer, Board Member)	Ownership % in this MME	Total # of Agent Cards issued to this person	List all other MMEs for which this person has been issued agent cards (List Application IDs)
Pejman Bady	Owner	46.5	0	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
Shane Terry	Owner	21.0	0	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
Pouya Mohajer	Owner	21.0	0	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
Jennifer Goldstein	Owner	7.0	0	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
Ryan Winmill	Owner	1.75	1	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
John Penders	Owner	1.75	1	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC
Joseph Kennedy	Owner	1.0	0	Clark Natural Medicinal Solutions, LLC/Clark NMSD, LLC

MME projected date to be fully operational: April 2016

MME progress details (please address the status of the following items at a minimum: local business license, certificate of occupancy, agent card status, facility construction, MME equipment, and status of MME operational policies and procedures):

1. Have you received a business license for this MME from the local jurisdiction?
☐ Yes ☒ No

If not, describe where in the process you currently are.

The project is delayed due to lack of available infrastructure and utilities. The City of North Las Vegas has been working with Nevada Energy to bring power to this location.

2. Have you received a Certificate of Occupancy for this MME from the local jurisdiction? ☐ Yes ☒ No

If not, please explain and describe where in the process you currently are.

The project is delayed due to lack of available infrastructure and utilities. The City of North Las Vegas has been working with Nevada Energy to bring power to this location.

3. Have you applied for and received required Special Use Permits and/or Conditional Use Permits for this MME from the local jurisdiction? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

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8. For facilities for the production of edible marijuana or marijuana infused products, has the production plan been reviewed and approved by the Division?

☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

9. Have you received a letter of approval for logos and advertising? ☒ Yes ☐ No

If not, please explain and describe where in the process you currently are.

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MME contact name: Pejman Bady

MME contact address: PO Box 6255 Pahrump NV 89041

MME contact phone: 310-863-4488

MME contact email address: pbady@me.com

Attestation: I attest the information provided to the Division to renew the MME's provisional registration certificate is true and correct according to information known by the undersigned at the time of signing; and the signature of a natural person for the MME as described in subsection 1 of NAC 453A.300 and the date on which he or she signed the application.

MME contact signature/date: 

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.

Electronically Filed
Jan 04 2017 11:30 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

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

**JOINT APPENDIX
VOLUME 8**

ERIKA PIKE TURNER
Nevada Bar No. 6454
eturner@gtg.legal
DYLAN T. CICILIANO
Nevada Bar No. 12348
dciciliano@gtg.legal
650 White Drive, Suite 100
Las Vegas, Nevada 89119
Tel: (725) 777-3000
Fax: (725) 777-3112
Attorneys for Appellant Shane Terry

Appendix

Description	Volume	Doc #s
Amended Notice of Appeal	10	JA001792- JA001796
Application for Order Shortening Time	1	JA000137- JA000142
Complaint	1	JA000001- JA000041
Defendant's Exhibit 101 to Preliminary Injunction Hearing	9	JA001513- JA001541
Defendant's Exhibit 103 to Preliminary Injunction Hearing	9	JA001542- JA001544
Defendant's Exhibit 104 to Preliminary Injunction Hearing	9	JA001545- JA001550
Defendant's Exhibit 105 to Preliminary Injunction Hearing	9	JA001551- JA001552
Defendant's Exhibit 106 to Preliminary Injunction Hearing	9	JA001553- JA001556
Defendant's Exhibit 107 to Preliminary Injunction Hearing	9	JA001557- JA001559
Defendant's Exhibit 109 to Preliminary Injunction Hearing	9	JA001560- JA001564
Defendant's Exhibit 111 to Preliminary Injunction Hearing	9	JA001565- JA001569
Defendant's Exhibit 112 to Preliminary Injunction Hearing	9	JA001570- JA001574
Defendant's Exhibit 113 to Preliminary Injunction Hearing	9	JA001575- JA001577
Defendant's Exhibit 114 to Preliminary Injunction Hearing	9	JA001578- JA001582

Description	Volume	Doc #s
Defendant's Exhibit 115 to Preliminary Injunction Hearing	9	JA001583-JA001589
Defendant's Exhibit 116 to Preliminary Injunction Hearing	9	JA001590-JA001593
Defendant's Exhibit 117 to Preliminary Injunction Hearing	9	JA001594-JA001599
Defendant's Exhibit 118 to Preliminary Injunction Hearing	9	JA001600-JA001605
Defendant's Exhibit 119 to Preliminary Injunction Hearing	9	JA001606-JA001609
Defendant's Exhibit 120 to Preliminary Injunction Hearing	9	JA001610-JA001613
Defendant's Exhibit 121 to Preliminary Injunction Hearing	9	JA001614-JA001634
Defendant's Exhibit 122 to Preliminary Injunction Hearing	10	JA001635-JA001686
Defendant's Exhibit 123 to Preliminary Injunction Hearing	10	JA001687-JA001735
Defendant's Exhibit 201 to Preliminary Injunction Hearing	10	JA001736-JA001739
Defendant's Exhibit 202 to Preliminary Injunction Hearing	10	JA001740
Defendant's Exhibit 203 to Preliminary Injunction Hearing	10	JA001741-JA001756
Defendant's Exhibit 204 to Preliminary Injunction Hearing	10	JA001757
Defendant's Exhibit 206 to Preliminary Injunction Hearing	10	JA001758-JA001763
Defendant's Exhibit 207A to Preliminary Injunction Hearing	10	JA001764-JA001765

Description	Volume	Doc #s
Defendant's Exhibit 208 to Preliminary Injunction Hearing	10	JA001766
Defendant's Exhibit 209 to Preliminary Injunction Hearing	10	JA001767- JA001769
Defendant's Exhibit 210 to Preliminary Injunction Hearing	10	JA001770- JA001774
Notice of Appeal	10	JA001775- JA001783
Notice of Entry of Findings of Fact and Conclusions of Law Denying Plaintiffs' Motion for Preliminary Injunction, Denying Defendant's Countermotion for Preliminary Injunction and Joinder, and Entering Provisional Remedy Pursuant to N.R.S. 38.222	10	JA001784- JA001791
Notice of Entry of Order Shortening Time and Notice of Hearing	1	JA000143- JA000150
Notice of Posting Bond	2	JA000316- JA000317
Pejman Bady's Opposition to Plaintiffs' Motion for Preliminary Injunction and Application on Order Shortening Time and Countermotion for Preliminary Injunction	2	JA000151- JA000306
Plaintiff's Exhibit 01 to Preliminary Injunction Hearing	8	JA001185- JA001212
Plaintiff's Exhibit 02 to Preliminary Injunction Hearing	8	JA001213- JA001214
Plaintiff's Exhibit 03 to Preliminary Injunction Hearing	8	JA001215- JA001218
Plaintiff's Exhibit 04 to Preliminary Injunction Hearing	8	JA001219- JA001231
Plaintiff's Exhibit 05 to Preliminary Injunction Hearing	8	JA001232- JA001233

Description	Volume	Doc #s
Plaintiff's Exhibit 06 to Preliminary Injunction Hearing	8	JA001234-JA001236
Plaintiff's Exhibit 07 to Preliminary Injunction Hearing	8	JA001237-JA001241
Plaintiff's Exhibit 08 to Preliminary Injunction Hearing	8	JA001242-JA001251
Plaintiff's Exhibit 13 to Preliminary Injunction Hearing	8	JA001252-JA001255
Plaintiff's Exhibit 14 to Preliminary Injunction Hearing	8	JA001256-JA001261
Plaintiff's Exhibit 15 to Preliminary Injunction Hearing	8	JA001262-JA001267
Plaintiff's Exhibit 16 to Preliminary Injunction Hearing	8	JA001268-JA001279
Plaintiff's Exhibit 17 to Preliminary Injunction Hearing	8	JA001280-JA001283
Plaintiff's Exhibit 19 to Preliminary Injunction Hearing	8	JA001284-JA001286
Plaintiff's Exhibit 20 to Preliminary Injunction Hearing	8	JA001287-JA001301
Plaintiff's Exhibit 21 to Preliminary Injunction Hearing	8	JA001302-JA001305
Plaintiff's Exhibit 22 to Preliminary Injunction Hearing	8	JA001306-JA001346
Plaintiff's Exhibit 23 to Preliminary Injunction Hearing	8	JA001347-JA001355
Plaintiff's Exhibit 24 to Preliminary Injunction Hearing	8	JA001356-JA001406
Plaintiff's Exhibit 29 to Preliminary Injunction Hearing	9	JA001407-JA001445

Description	Volume	Doc #s
Plaintiff's Exhibit 30 to Preliminary Injunction Hearing	9	JA001446-JA001494
Plaintiff's Exhibit 31 to Preliminary Injunction Hearing	9	JA001495-JA001497
Plaintiff's Exhibit 32 to Preliminary Injunction Hearing	9	JA001498-JA001499
Plaintiff's Exhibit 33 to Preliminary Injunction Hearing	9	JA001500-JA001512
Plaintiff's Reply to Pejman Bady's Opposition to Plaintiffs' Motion for Preliminary Injunction and Opposition to Countermotion for Preliminary Injunction	3	JA000318-JA000454
Plaintiffs' Motion for Preliminary Injunction and Application on Order Shortening Time	1	JA000042-JA000136
Pouya Mohajer, MD's Joinder to Pejmon Bady's Countermotion for Preliminary Injunction	2	JA000307-JA000309
Pouya Mohajer, MD's Opposition to Plaintiffs' Motion for Preliminary Injunction and Application on Order Shortening Time	2	JA000310-JA000312
Pouya Mohajer's Supplemental Opposition to Plaintiffs' Motion for Preliminary Injunction	3	JA000455-JA000464
Second Amended Notice of Appeal	10	JA001797-JA001808
Temporary Restraining Order	2	JA000313-JA000315
Transcript of Proceedings Day 1	4	JA000465-JA000675
Transcript of Proceedings Day 2	5	JA000676-JA000896
Transcript of Proceedings Day 3	6	JA000897-JA000999

Description	Volume	Doc #s
Transcript of Proceedings Day 4	7	JA001000- JA001184

EXHIBIT 1

EXHIBIT 1

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 if 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.

Peyman Badly
Member: PEYMAN BADY

DocuSigned by:
Pouya Mohajer
Member: POUYA MOHAJER

DocuSigned by:
Shane Terry
Member: SHANE TERRY

DocuSigned by:
RYAN
Member: RYAN WINMILL

Jennifer Goldstein
Member: JENNIFER GOLDSTEIN

DocuSigned by:
Joseph Kennedy
Member: JOSEPH KENNEDY

Member: JOHN PENDERS

NUVEDA, LLC

LISTING OF MEMBERS

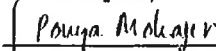
NAME:	ADDRESS:	PERCENTAGE INTERESTS VOTING/OWNERSHIP INTERESTS/DISTRIBUTION:
Pejman Bady	PO Box 6255 Pahrump, NV 89041	46.5%/46.5%/38%
Pouya Mohajer	2700 Las Vegas Blvd. #2709 Las Vegas, NV 89109	21%/21%/25.25%
Shane Terry	4575 Dean Martin Drive #1401 Las Vegas, NV 89103	21%/21%/25.25%
Jennifer Goldstein	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%

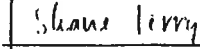
*Nondilutable interests once vested. As if this writing, the Ownership, Voting and Distribution Shares of Goldstein, Kennedy, Winmill and Penders are designated as Nondilutable

Member Listing as of this 16th day of July, 2014

DocuSigned by:

 Member: PEJMAN BADY

DocuSigned by:

 Member: POUYA MOHAJER

DocuSigned by:

 Member: SHANE TERRY

DocuSigned by:

 Member: RYAN WINMILL

DocuSigned by:

 Member: JENNIFER GOLDSTEIN

DocuSigned by:

 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 BADCY	\$440,000.00
Member: POUYA MOHAJER	\$440,000.00
Member: SHANE TERRY	\$120,000.00

SIGNED AND AGREED this 16th day of July, 2014.

DocuSigned by:
Peyman Bady
Member: PEYMAN BADCY

DocuSigned by:
Pouya Mohajer
Member: POUYA MOHAJER

DocuSigned by:
STW
Member: SHANE TERRY

DocuSigned by:
STW
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

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 BADIY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

Member: RYAN WINMILL

EXHIBIT 2

EXHIBIT 2

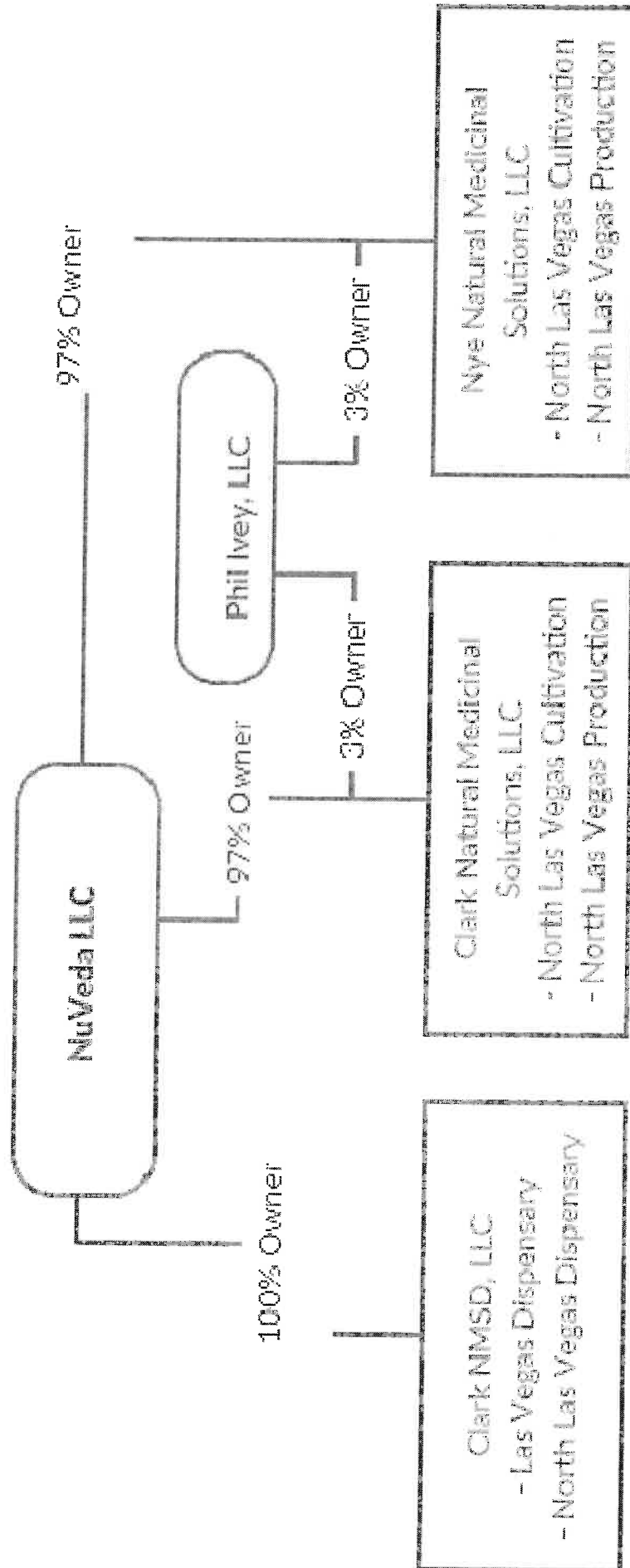


EXHIBIT 3

EXHIBIT 3

From: **pejman bady** pbady@me.com
Subject: Re: Percentage
Date: **August 11, 2015 at 5:18 PM**
To: shane Terry STerry@nuveda.org
Cc: Pouya pmohajer@hotmail.com

PB

OK Boys,

Shane firstly thank you for taking the time to do this. It took me about 3 hours to figure this shit out. The numbers look right to me.

Pouya

1. The coefficient number to add back the 20% to all of us is 1.92 and that works.
2. Next step to dilute us by 3%, is the above numbers X(88.5-3/88.5). That would give our dilution numbers with Phil
3. The next step is to dilute all of us with by 20% to Dr. Daniel. The formula is numbers from (step 2)x(88.5-20/88.5)

I can not find any issues there. Im ok with the number.

Dr. Pej Bady

President

NuVeda Natural Medicinal Solutions

pbady@NuVeda.org

310-863-4488

On Aug 11, 2015, at 1:27 PM, Shane Terry <STerry@nuveda.org> wrote:

Fellas,

Here is the CAP table with the interim vesting into the subs.

Here's how I derived everything:

NuVeda LLC - I used the post change numbers below

Clark NMSD - I used the post change numbers below and then ADDED the 20% back in for us 3 since neither Dr. D nor Phil are part of that LLC. That gives us 45.86/22.88/19.76

Clark/Nye Natural Med Sol - I took the 45.86/22.88/19.76 and diluted us 3 by Phil's incoming 3%. Then I took all dilatable partners (us 3 and Phil) and diluted those by Dr. Daniel's incoming 20%

Please check this for accuracy. I almost pulled an all nighter doing a finance final lat night and all I did was stared at excel formulas for about 6 hours. Just looking at all those fucking squares is making me hallucinate lol.

And as far as keeping tabs on Jen's 30% dilution, after this deal I see us being 25% there (Gregs 20% + Phil's 3% + Mohsen's 2%). Correct?

Please let me know asap if you have issues, I'd like to get this to Pantea by close of business.

<CAP Table 8.6.15 Dr. Daniel v2.xlsx>

Shane Terry

Chief Executive Officer

NuVeda

Las Vegas, NV

702.858.2465

STerry@NuVeda.org

LinkedIn: www.linkedin.com/in/sterryglobal/en

To schedule a meeting: <http://meetme.so/ShaneTerry>

<PastedGraphic-3.tiff>

On Aug 10, 2015, at 7:04 AM, Pouya Mohajer <pmohajer@hotmail.com> wrote:

Numbers are accurate

Sent from my iPhone

On Aug 10, 2015, at 12:15 AM, pejman bady <pbady@me.com> wrote:

Below are the agreed percentages of our equity/voting/economic interest shares in the company that we have all agreed to.
Please send confirmation of approval.
Thank you.


Pat 35.5
Shane 12.71
Patty 12.29

Dr. Patricia
President
NuVeda Natural Medical Solutions
Pbady@NuVeda.org
310-863-4488

	NuVeda, LLC		Clark NMSD, LLC		Clark Nat.Med.Sol,LLC		Nye Nat. Med. Sol, LLC	
	Equity		Equity		Equity		Equity	
Member/Address	Current	Post Change	Current	Post Change	Current	Post Change	Current	Post Change
Pejman Bady P.O. Box 6255 Pahrump, NV 89041	47.50%	35.50%	47.50%	45.86%	44.30%	34.29%	44.30%	34.29%
Pouya Mohajer 2700 Las Vegas Blvd. #2709 Las Vegas, NV 89109	20.50%	15.29%	20.50%	19.76%	19.10%	14.78%	19.10%	14.78%
Shane Terry 222 Karen Avenue #3305 Las Vegas, NV 89103	20.50%	17.71%	20.50%	22.88%	22.10%	17.11%	22.10%	17.11%
Jennifer Goldstein 200 Hoover Street #1113 Las Vegas, NV 89101	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%
Joe Kennedy 11115 Kilkerran Ct. Las Vegas, NV 89141	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
John Penders 29 Marshall Terrace Wayland, MA 01778	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
Ryan Winmill 412 Princess Street Alexandria, VA 22314	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
Gregory Daniel _____	0.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	20.00%
Phil Ivey, Jr _____	0.00%	0.00%	0.00%	0.00%	3.00%	2.32%	3.00%	2.32%
Totals	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

EXHIBIT 4

EXHIBIT 4

From: **pejman bady** pbady@me.com 
Subject: %change for Phil
Date: December 15, 2015 at 10:30 PM
To: **Shane Terry** shaneterryiv@gmail.com



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



Transfer of MME
Interest Let...State.docx



Transfer MME Interest
NYE Phil.pdf



Transfer MME Interest
Clark Nat Med Ivey.pdf



Transfer MME Interest
Clark NMSD.pdf

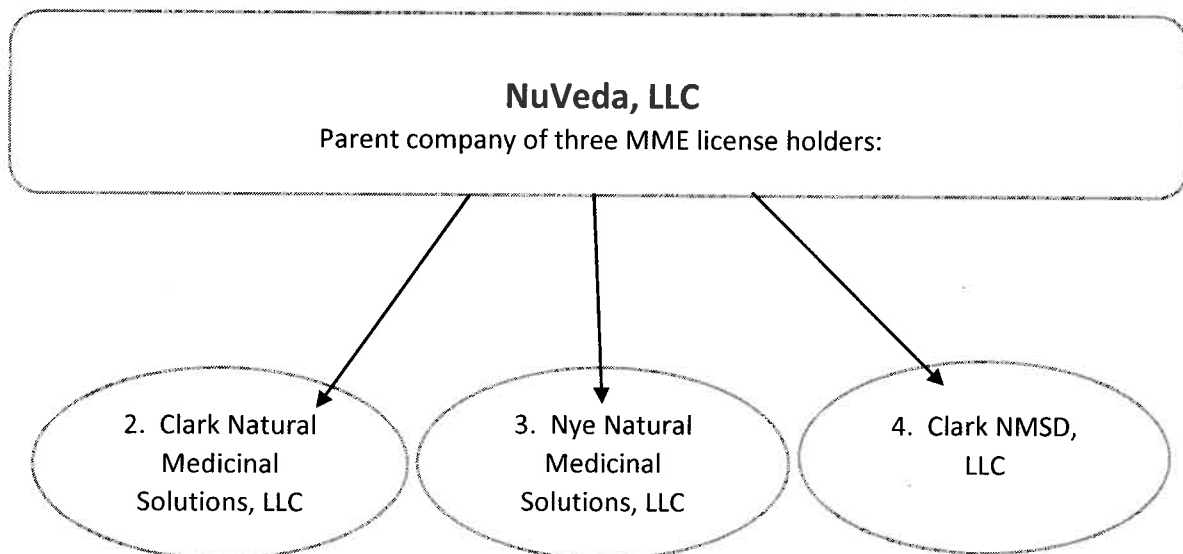


June 1, 2015

Dept. of Public and Behavioral Health – Medical Marijuana Program
4150 Technology Way Suite 106
Carson City, NV 89706

To the Department:

Please accept the enclosed Notices of Transfer of Interest on behalf of NuVeda, LLC and its three subsidiaries, Nye Natural Medicinal Solutions, LLC, Clark Natural Medicinal Solutions, LLC and Clark NMSD, LLC.



For your ease of reference, we provide the following summary:

1. All of the individuals and entities involved were approved by the State in the initial licensing in November. We are shifting interests among those approved individuals.
2. In accordance with the City of Las Vegas rules, Phillip Ivey will have no interest in either NuVeda, LLC (the parent company) or Clark NMSD, LLC (which owns a dispensary license in the City of Las Vegas).
3. Ivey's 3% interest in the parent company (NuVeda, LLC) will be transferred to two of the subsidiaries:
 - a. Nye Natural Medicinal Solution, LLC
 - b. Clark Natural Medicinal Solutions, LLC
4. Pouya Mohajer and Shane Terry will each receive 1.5% of Ivey's former interest in NuVeda.

NuVeda, LLC
848 N. Rainbow Blvd. Suite 1019 Las Vegas, NV 89107

NUVEDA 000037
JA001221



5. Pejman Bady contributed additional capital to the Company, and thus will receive .98% of the parent company, NuVeda, from each Mohajer and Terry.
 - a. Applications for these two transfers among owners of the parent company are included in the Notice of Transfer of Interest for Nye Natural Medicinal Solutions.

The final intended outcome:

1. NuVeda, LLC – Parent Company

a. Ownership Structure:

- | | |
|------------------------|--------|
| i. Pejman Bady | 47.46% |
| ii. Pouya Mohajer | 20.52% |
| iii. Shane Terry | 20.52% |
| iv. Jennifer Goldstein | 7% |
| v. Joe Kennedy | 1% |
| vi. Ryan Winmill | 1.75% |
| vii. John Penders | 1.75% |

2. Clark Natural Medicinal Solutions, LLC (Cultivation and Production in North Las Vegas)

a. Ownership Structure:

- | | |
|----------------|-----|
| i. NuVeda, LLC | 97% |
| ii. Phil Ivey | 3% |

3. Nye Natural Medicinal Solutions, LLC (Cultivation and Production in Nye County)

a. Ownership Structure:

- | | |
|----------------|-----|
| i. NuVeda, LLC | 97% |
| ii. Phil Ivey | 3% |

4. Clark NMSD, LLC (Dispensaries in North Las Vegas and City of Las Vegas)

a. Ownership Structure:

- | | |
|----------------|------|
| i. NuVeda, LLC | 100% |
|----------------|------|

We very much appreciate your assistance, and welcome any questions you may have.

Sincerely,

Jennifer Goldstein
General Counsel, NuVeda, LLC
jgoldstein@nuveda.org 415.517.6464

NOTICE OF TRANSFER OF INTEREST

(Pursuant to NRS 453A and the Regulations of the Division of Public and Behavioral Health (DPBH))

INSTRUCTIONS: This form MUST BE TYPEWRITTEN OR PRINTED LEGIBLY and submitted to the MEDICAL MARIJUANA PROGRAM (DPBH). The proposed transfer MAY NOT BE EFFECTED until approved by the MEDICAL MARIJUANA PROGRAM (DPBH). TRANSFEREE must complete SECTION I; TRANSFEROR must complete SECTIONS II AND III. Attach copies of all documents involved in the proposed transfer of interest, i.e., notes, agreements, corporate minutes, etc. (If additional space is necessary, attach a separate schedule.)

SECTION I

- ☐ Partnership ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Other _____
1. Name of entity Nye Natural Medicinal Solutions, LLC D/B/A NuVeda
 2. Name of the MME and Application ID#(s) Cultivation C166; and Production P107
 3. MME Address 2801 E. Thousandaire Blvd. Pahrump, NV 89048
 4. City/County business license number(s) n/a
 5. Secretary of State business registration number E0198022014-9
 6. State business license number NV20141258161
 7. Full name of TRANSFEREE (TO whom interest will transfer) Phillip Ivey, Jr.
 8. Residence address 9811 W Charleston Blvd #852, Las Vegas NV 89117 Contact Phone # 702.910.3972
 9. Percentage to be acquired 3% Number of Shares/Units n/a

SECTION II

1. Full name of TRANSFEROR (FROM whom interest will transfer) NuVeda, LLC
2. Residence address 848 N. Rainbow Blvd. Suite 1019 Las Vegas, NV 89107 Contact phone # 415.517.6464
3. Percentage to be transferred 3% Number of Shares/Units n/a
4. Upon consummation of proposed transfer of interest, state your position and responsibilities:
NuVeda, LLC is the parent company of Clark Natural Medicinal Solutions. Phil Ivey will be a passive investor with a minority interest in Clark Natural Medicinal Solutions, and will have no active role in the Company.
5. Reason for the transfer:
The City of Las Vegas is not allowing any changes to the ownership structure that differ from the owners listed in the application filed with the City. To accommodate the City's directives, NuVeda is transferring Phil Ivey's ownership interest from NuVeda, the parent company, to its subsidiaries which are outside the City of Las Vegas.

SECTION III

1. List below the ownership of the licensed business as it is BEFORE and will be AFTER the proposed transfer of interest is effected:

SCHEDULE OF OWNERSHIP

Prior to Transfer:

Name	% Held	No. of Shares/Units
<u>NuVeda, LLC</u>	<u>100%</u>	<u>n/a</u>

Prior to Transfer (continued):

Name	% Held	No. of Shares/Units
NuVeda's Ownership Structure before transfer:		
Pejman Bady	45.5%	n/a
Pouya Mohajer	20%	n/a
Shane Terry	20%	n/a
Jennifer Goldstein	7%	n/a
Joe Kennedy	1%	n/a
Ryan Winmill	1.75%	n/a
John Penders	1.75%	n/a
Phil Ivey	3%	n/a

If additional space is needed, please use a continuation page

Subsequent to Transfer:

Name	% Held	No. of Shares/Units
NuVeda, LLC	97%	n/a
Phillip Ivey, Jr.	3%	n/a
NuVeda's Ownership Structure after Transfer:		
Pejman Bady	45.5%	n/a
Pouya Mohajer	21.5%	n/a
Shane Terry	21.5%	n/a
Jennifer Goldstein	7%	n/a
Joe Kennedy	1%	n/a
Ryan Winmill	1.75%	n/a
John Penders	1.75%	n/a
<Phil Ivey> removed	0%	n/a

If additional space is needed, please use a continuation page

2. Total number of Shares Authorized n/a Number of Shares Issued n/a

_____, being first duly sworn, depose and say:

(Print Name of TRANSFEREE)

I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof, and that the information contained in this application is true of my own knowledge and information.

TRANSFEREE (Signature) _____ Date _____

STATE OF _____ }
COUNTY OF _____ } ss.

SUBSCRIBED AND SWORN to before me this _____ day
of _____, _____.

Notary Public

_____, being first duly sworn, depose and
say:

(Print Name of TRANSFEROR)

I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof, and that the information contained in this application is true of my own knowledge and information.

TRANSFEROR (Signature) _____ Date _____

STATE OF _____ }
COUNTY OF _____ } ss.

SUBSCRIBED AND SWORN to before me this _____ day
of _____, _____.

Notary Public

NOTICE OF TRANSFER OF INTEREST

(Pursuant to NRS 453A and the Regulations of the Division of Public and Behavioral Health (DPBH))

INSTRUCTIONS: This form MUST BE TYPEWRITTEN OR PRINTED LEGIBLY and submitted to the MEDICAL MARIJUANA PROGRAM (DPBH). The proposed transfer MAY NOT BE EFFECTED until approved by the MEDICAL MARIJUANA PROGRAM (DPBH). TRANSFEREE must complete SECTION I; TRANSFEROR must complete SECTIONS II AND III. Attach copies of all documents involved in the proposed transfer of interest, i.e., notes, agreements, corporate minutes, etc. (If additional space is necessary, attach a separate schedule.)

SECTION I

- ☐ Partnership ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Other _____
1. Name of entity Clark Natural Medicinal Solutions, LLC D/B/A NuVeda
 2. Name of the MME and Application ID#(s) Cultivation C165 and Production P108
 3. MME Address 13655 Apex Star Court North Las Vegas, NV 89124
 4. City/County business license number(s) North Las Vegas Business License 105465
 5. Secretary of State business registration number E0198782014-9
 6. State business license number NV20141259050
 7. Full name of TRANSFEREE (TO whom interest will transfer) Phillip Ivey, Jr.
 8. Residence address 9811 W Charleston Blvd #852, Las Vegas NV 89117 Contact Phone # 702.910.3972
 9. Percentage to be acquired 3% Number of Shares/Units n/a

SECTION II

1. Full name of TRANSFEROR (FROM whom interest will transfer) NuVeda, LLC
2. Residence address 848 N. Rainbow Blvd. Suite 1019 Las Vegas, NV 89107 Contact phone # 415.517.6464
3. Percentage to be transferred 3% Number of Shares/Units n/a
4. Upon consummation of proposed transfer of interest, state your position and responsibilities:
NuVeda, LLC is the parent company of Clark Natural Medicinal Solutions Phil Ivey will be a passive investor with a minority interest in Clark Natural Medicinal Solutions, and will have no active role in the Company.
5. Reason for the transfer:
The City of Las Vegas is not allowing any changes to the ownership structure that differ from the owners listed in the application filed with the City. To accommodate the City's directives, NuVeda is transferring Phil Ivey's ownership interest from NuVeda, the parent company, to its subsidiaries which are outside the City of Las Vegas.

SECTION III

1. List below the ownership of the licensed business as it is BEFORE and will be AFTER the proposed transfer of interest is effected:

SCHEDULE OF OWNERSHIP

Prior to Transfer:

Name	% Held	No. of Shares/Units
<u>NuVeda, LLC</u>	<u>100%</u>	<u>n/a</u>
_____	_____	_____

Prior to Transfer (continued):

Name	% Held	No. of Shares/Units
NuVeda's Ownership Structure before transfer:		
Pejman Bady	45.5%	n/a
Pouya Mohajer	20%	n/a
Shane Terry	20%	n/a
Jennifer Goldstein	7%	n/a
Joe Kennedy	1%	n/a
Ryan Winmill	1.75%	n/a
John Penders	1.75%	n/a
Phil Ivey	3%	n/a

If additional space is needed, please use a continuation page

Subsequent to Transfer:

Name	% Held	No. of Shares/Units
NuVeda, LLC	97%	n/a
Phillip Ivey, Jr.	3%	n/a
NuVeda's Ownership Structure after Transfer:		
Pejman Bady	45.5%	n/a
Pouya Mohajer	21.5%	n/a
Shane Terry	21.5%	n/a
Jennifer Goldstein	7%	n/a
Joe Kennedy	1%	n/a
Ryan Winmill	1.75%	n/a
John Penders	1.75%	n/a
<Phil Ivey> removed	0%	n/a

If additional space is needed, please use a continuation page

2. Total number of Shares Authorized n/a Number of Shares Issued n/a

_____, being first duly sworn, depose and say:

(Print Name of TRANSFEREE)

I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof, and that the information contained in this application is true of my own knowledge and information.

TRANSFEREE (Signature) _____ Date _____

STATE OF _____ }
COUNTY OF _____ } ss.

SUBSCRIBED AND SWORN to before me this _____ day
of _____.

Notary Public

_____, being first duly sworn, depose and
say:

(Print Name of TRANSFEROR)

I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof, and that the information contained in this application is true of my own knowledge and information.

TRANSFEROR (Signature) _____ Date _____

STATE OF _____ }
COUNTY OF _____ } ss.

SUBSCRIBED AND SWORN to before me this _____ day
of _____.

Notary Public

NOTICE OF TRANSFER OF INTEREST

(Pursuant to NRS 453A and the Regulations of the Division of Public and Behavioral Health (DPBH))

INSTRUCTIONS: This form MUST BE TYPEWRITTEN OR PRINTED LEGIBLY and submitted to the MEDICAL MARIJUANA PROGRAM (DPBH). The proposed transfer MAY NOT BE EFFECTED until approved by the MEDICAL MARIJUANA PROGRAM (DPBH). TRANSFEREE must complete SECTION I; TRANSFEROR must complete SECTIONS II AND III. Attach copies of all documents involved in the proposed transfer of interest, i.e., notes, agreements, corporate minutes, etc. (If additional space is necessary, attach a separate schedule.)

SECTION I

- ☐ Partnership ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Other _____
1. Name of entity Clark NMSD, LLC D/B/A NuVeda
 2. Name of the MME and Application ID#(s) Dispensaries: D186 and D187
 3. MME Address 1320 S. 3rd Street Las Vegas, NV 89104 and 2113 N. Las Vegas Blvd. North Las Vegas, NV 89030
 4. City/County business license number(s) in process
 5. Secretary of State business registration number E0198882014-1
 6. State business license number NV20141259169
 7. Full name of TRANSFEREE (TO whom interest will transfer) NuVeda, LLC (absorbing Ivey's interest in parent company)
 8. Residence address 848 N. Rainbow Blvd Suite 1019 Las Vegas, NV 89107 Contact Phone # 702.910.3972
 9. Percentage to be acquired 3% Number of Shares/Units n/a

SECTION II

1. Full name of TRANSFEROR (FROM whom interest will transfer) Phillip Ivey, Jr. (interest in parent company relinquished)
2. Residence address 9811 W. Charleston Blvd. #852 Las Vegas, NV 89117 Contact phone # 702.910.3972
3. Percentage to be transferred 3% Number of Shares/Units n/a
4. Upon consummation of proposed transfer of interest, state your position and responsibilities:
NuVeda, LLC is the parent company of the licensee, Clark NMSD, LLC. Phillip Ivey, Jr. will have no interest in either the parent company, NuVeda, or this licensee, Clark NMSD, LLC,
5. Reason for the transfer:
The City of Las Vegas is not allowing any changes to the ownership structure that differ from the owners listed in the application filed with the City. To accommodate the City's directives, NuVeda is transferring Phil Ivey's ownership interest from NuVeda, the parent company, to its subsidiaries which are outside the City of Las Vegas.

SECTION III

1. List below the ownership of the licensed business as it is BEFORE and will be AFTER the proposed transfer of interest is effected:

SCHEDULE OF OWNERSHIP

Prior to Transfer:

Name	% Held	No. of Shares/Units
<u>NuVeda, LLC</u>	<u>100%</u>	<u>n/a</u>

Prior to Transfer (continued):

Name	% Held	No. of Shares/Units
NuVeda's Ownership Structure before transfer:		
Pejman Bady	45.5%	n/a
Pouya Mohajer	20%	n/a
Shane Terry	20%	n/a
Jennifer Goldstein	7%	n/a
Joe Kennedy	1%	n/a
Ryan Winmill	1.75%	n/a
John Penders	1.75%	n/a
Phil Ivey	3%	n/a

If additional space is needed, please use a continuation page

Subsequent to Transfer:

Name	% Held	No. of Shares/Units
NuVeda, LLC	100%	n/a
		n/a
NuVeda's Ownership Structure after Transfer:		
Pejman Bady	45.5%	n/a
Pouya Mohajer	21.5%	n/a
Shane Terry	21.5%	n/a
Jennifer Goldstein	7%	n/a
Joe Kennedy	1%	n/a
Ryan Winmill	1.75%	n/a
John Penders	1.75%	n/a
<Phil Ivey> removed	0%	n/a

If additional space is needed, please use a continuation page

2. Total number of Shares Authorized n/a Number of Shares Issued n/a

_____, being first duly sworn, depose and say:
(Print Name of TRANSFEREE)

I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof, and that the information contained in this application is true of my own knowledge and information.

TRANSFEREE (Signature) _____ Date _____

STATE OF _____ }
COUNTY OF _____ } ss.

SUBSCRIBED AND SWORN to before me this _____ day
of _____, _____.

Notary Public

_____, being first duly sworn, depose and
say:

(Print Name of TRANSFEROR)
I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof, and that the information contained in this application is true of my own knowledge and information.

TRANSFEROR (Signature) _____ Date _____

STATE OF _____ }
COUNTY OF _____ } ss.

SUBSCRIBED AND SWORN to before me this _____ day
of _____, _____.

Notary Public

EXHIBIT 5

EXHIBIT 5

Letter of Intent To Purchase Real Property

\$2,522,821.85 Date: December 30, 2014

This letter of intent is intended to memorialize the key terms as they have been negotiated and agreed to by NuVeda LLC (the "Purchaser"), and 2113 Investors, LLC (the "Seller").

1. In reliance upon the terms hereof and the promises of Purchaser, Seller shall purchase that parcel of land identified as 2113 N. Las Vegas Blvd., North Las Vegas, Nevada 89030 (the "Subject Property"), on or about December 30, 2014 for the price of \$2,522,821.85 (the "Purchase Price").
2. Purchaser has agreed to purchase the "Subject Property" from Seller and shall execute a written purchase agreement setting forth additional material terms inclusive of security for the purchase.
3. The key term of the purchase agreement shall be that Purchaser will agree to fund the entire Purchase on or before January 30, 2015.
4. Upon funding of the entire Purchase Agreement, legal title to the Subject Property shall be transferred to Purchaser.
5. The parties further understand and agree that this Letter of Intent is necessary and in the best interests of Purchaser and that without this Letter of Intent, Seller would not have agreed to purchase the Subject Property for the Purchase Price.
6. Seller shall be entitled to receive interest from December 30, 2014 until payment of the entire Purchase Price at a rate of 8% per annum. All interest agreed to be paid hereunder shall be made at the same time when the Purchase Price is paid by Purchaser.

This Note shall be signed by Pouya Mohajer, on behalf of NuVeda LLC and Joseph E Kennedy, on behalf of 2113 Investors LLC.

Signed this 30th day of December, 2014.

Purchaser:
NuVeda LLC

DocuSigned by:
By: Pouya Mohajer
Pouya Mohajer 8A9AE8E5-BE84-40CF-ABDB-0A14C1E47798

Seller:
2113 Investors LLC

DocuSigned by:
By: Joseph E. Kennedy
Joseph E. Kennedy 8A9AE8E5-BE84-40CF-ABDB-0A14C1E47798

EXHIBIT 6

EXHIBIT 6

On Oct 14, 2015, at 5:34 PM, pejman bady <pbady@me.com> wrote:

Team I apologize for the delay. I know this was asked of me yesterday.

Firstly, I wanted start off by stating that if there is any wrongdoing on my end I will take full responsibility. My intensions have always been to keep the ball rolling and have enough funds for us to be able to make all the right decisions and allowing us to be the best company that we could be.

Having had said that, prior to obtaining any licenses for the Company, I personally borrowed \$600K from Majid. This loan was agreed by in documentation. As of the terms of the loan, the loan is to be paid back by me with interest. I previously informed Majid that he may have the ability to obtain some membership interests of the Company as satisfaction of payment of the loan in full by me and Pouya only if: 1/ the all apporving governmental authorities permitted the transfer of ownership interests to other people 2/such transfer and his potential ownership in the Company was approved by the necessary governmental authorities/agencies/. 3/the approval of all the voting members of the company as it states with the Operating Agreement. If any of the above are not approved, he would not be an owner of the company and I would be required to pay back the loan with interest as stated in the loan.

With respect to Mohsen and as you are aware, he was approved by the majority voting members of the company (Pouya, Jennifer, Shane, and myself), as recorded by Wells, to have a 2% ownership interest in the company. He was also approved by the voting members to loan the company \$500K. To do so I had told him that I would transfer 2% additional shares to him same as Majids loan, Mohsen was informed that he may have the ability to convert into membership interests of the company but again subject to satisfaction of all of the same conditions to ownership as above. Again, without satisfaction of any of the ownership conditions, the loan would not be converted then I would pay him back.

Taking into consideration the above information, I still would like to approve the permitted conversion of the loans to ownership interests in the Company by the voting members, only if the satisfaction of the above conditions.

As far as the percentages, I have inserted what has been agreed with all of us to date. I originally wanted to to balance what I thought would be fair for the entire team to absorb some of the financial burden with me. As we speak I have spend and underwritten about \$6.5M. This is about 3.5X of what we had all agreed to. I leave it unto you all of you individual discretion to see what you would think would be fair.

As always my intentions are to get to the next point as soon as possible as cohesively as possible. P

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

Jennifer Mulligan Goldstein
Principal and General Counsel
XANTHUS SPORTS, LLC
200 Hoover Street
Suite 1113
Las Vegas, NV 89101
[phone] 415.517.6464
[fax] 866.303.3067
jennifer@XanthusSports.com
www.XanthusSports.com

EXHIBIT 7

EXHIBIT 7

**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

<small>DocuSigned by:</small> <u>Shane Terry</u> <small>542E2740E7CC4E9...</small>	<u>11/20/2015</u>
Shane Terry	Date
<small>DocuSigned by:</small> <u>Jennifer Goldstein</u> <small>EF77DE40622E4EC...</small>	<u>11/20/2015</u>
Jennifer Goldstein	Date
<small>DocuSigned by:</small> <u>Ryan Winmill</u> <small>70210C08BE1B41B...</small>	<u>11/21/2015</u>
Ryan Winmill	Date
<small>DocuSigned by:</small> <u>John Penders</u> <small>4336089CB204421...</small>	<u>11/22/2015</u>
John Penders	Date

EXHIBIT 8

EXHIBIT 8

From: **Joseph Kennedy** joe90275@gmail.com 
Subject: K-1s
Date: November 8, 2015 at 10:39 AM
To: **Shane Terry** sterry@nuveda.org



See attached



2014 NuVeda K-1s
Amended.pdf

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2014

For calendar year 2014, or tax

year beginning Apr 14, 2014
ending Dec 31, 2014

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership

- A** Partnership's employer identification number
46-5406098
- B** Partnership's name, address, city, state, and ZIP code
NuVeda LLC
848 N RAINBOW BLVD #1019
Las Vegas, NV 89107
- C** IRS Center where partnership filed return
OGDEN, UT
- D** ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

- E** Partner's identifying number
[REDACTED]
- F** Partner's name, address, city, state, and ZIP code
PEJMAN BADI
PO BOX 6255
Pahrump, NV 89041
- G** ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member
- H** ☒ Domestic partner ☐ Foreign partner
- I1** What type of entity is this partner? INDIVIDUAL
- I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐
- J** Partner's share of profit, loss, and capital (see instructions):
- | | Beginning | Ending |
|---------|------------|------------|
| Profit | 80.00000 % | 80.00000 % |
| Loss | 80.00000 % | 80.00000 % |
| Capital | 46.50000 % | 46.50000 % |
- K** Partner's share of liabilities at year end:
- Nonrecourse \$
- Qualified nonrecourse financing \$
- Recourse \$
- L** Partner's capital account analysis:
- Beginning capital account \$
- Capital contributed during the year \$ 650,000.
- Current year increase (decrease) \$
- Withdrawals & distributions \$
- Ending capital account \$ 650,000.
- ☒ Tax basis ☐ GAAP ☐ Section 704(b) book
- ☐ Other (explain)
- M** Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If 'Yes', attach statement (see instructions)

☐ Final K-1

☒ Amended K-1

651113

OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	-501,938.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	4,002.
12	Section 179 deduction		
13	Other deductions		
G * STMT	1,200.	20	Other information
14	Self-employment earnings (loss)		
A	-501,938.		
C	-1,080.		

*See attached statement for additional information.

FOR IRS USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2014

PTPA0312 11/28/14

NUVEDA 000060
JA001244

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2014

For calendar year 2014, or tax

year beginning Apr 14, 2014
ending Dec 31, 2014

Partner's Share of Income, Deductions, Credits, etc.

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-5406098

B Partnership's name, address, city, state, and ZIP code
NuVeda LLC
848 N RAINBOW BLVD #1019
Las Vegas, NV 89107

C IRS Center where partnership filed return
OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
[REDACTED]

F Partner's name, address, city, state, and ZIP code
JENNIFER M GOLDSTEIN
8913 BRIAR BAY
Las Vegas, NV 89131

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member
H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? INDIVIDUAL

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	0.00000 %	0.00000 %
Loss	0.00000 %	0.00000 %
Capital	7.00000 %	7.00000 %

K Partner's share of liabilities at year end:

Nonrecourse \$
Qualified nonrecourse financing \$
Recourse \$

L Partner's capital account analysis:

Beginning capital account \$
Capital contributed during the year \$
Current year increase (decrease) \$
Withdrawals & distributions \$
Ending capital account \$

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No
If 'Yes', attach statement (see instructions)

☐ Final K-1

☒ Amended K-1

651113

OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	15 Credits
2 Net rental real estate income (loss)	
3 Other net rental income (loss)	16 Foreign transactions
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	
6b Qualified dividends	
7 Royalties	
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	17 Alternative minimum tax (AMT) items
9b Collectibles (28%) gain (loss)	
9c Unrecaptured section 1250 gain	
10 Net section 1231 gain (loss)	18 Tax-exempt income and nondeductible expenses
11 Other income (loss)	C 0.
12 Section 179 deduction	19 Distributions
13 Other deductions	
G * STMT 0.	20 Other information
14 Self-employment earnings (loss)	

*See attached statement for additional information.

FOR USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2014

PTPA0312 11/28/14

NUVEDA 000061
JA001245

Schedule K-1
(Form 1065)

2014

Department of the Treasury
Internal Revenue Service

For calendar year 2014, or tax
year beginning Apr 14, 2014
ending Dec 31, 2014

Partner's Share of Income, Deductions, Credits, etc.
▶ See separate instructions.

Part I Information About the Partnership

- A** Partnership's employer identification number
46-5406098
- B** Partnership's name, address, city, state, and ZIP code
NuVeda LLC
848 N RAINBOW BLVD #1019
Las Vegas, NV 89107
- C** IRS Center where partnership filed return
OGDEN, UT
- D** ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

- E** Partner's identifying number
[REDACTED]
- F** Partner's name, address, city, state, and ZIP code
PHILLIP IVEY, JR
9811 W CHARLESTON BLVD #852
Las Vegas, NV 89117
- G** ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member
- H** ☒ Domestic partner ☐ Foreign partner
- I1** What type of entity is this partner? INDIVIDUAL
- I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐
- J** Partner's share of profit, loss, and capital (see instructions):
- | | Beginning | Ending |
|---------|-----------|-----------|
| Profit | 0.00000 % | 0.00000 % |
| Loss | 0.00000 % | 0.00000 % |
| Capital | 3.00000 % | 3.00000 % |
- K** Partner's share of liabilities at year end:
- Nonrecourse \$
- Qualified nonrecourse financing \$
- Recourse \$
- L** Partner's capital account analysis:
- Beginning capital account \$
- Capital contributed during the year \$
- Current year increase (decrease) \$
- Withdrawals & distributions \$
- Ending capital account \$
- ☒ Tax basis ☐ GAAP ☐ Section 704(b) book
- ☐ Other (explain)
- M** Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If 'Yes', attach statement (see instructions)

☐ Final K-1

☒ Amended K-1

651113

OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	0.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	0.
12	Section 179 deduction	19	Distributions
13	Other deductions		
G * STMT	0.	20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR IRS USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2014

PTPA0312 11/28/14

NUVEDA 000062
JA001246

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2014

For calendar year 2014, or tax

year beginning Apr 14, 2014
ending Dec 31, 2014

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership

- A** Partnership's employer identification number
46-5406098
- B** Partnership's name, address, city, state, and ZIP code
NuVeda LLC
848 N RAINBOW BLVD #1019
Las Vegas, NV 89107
- C** IRS Center where partnership filed return
OGDEN, UT
- D** ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

- E** Partner's identifying number
[REDACTED]
- F** Partner's name, address, city, state, and ZIP code
POUYA MOHAJER
9280 W SUNSET RD #412
Las Vegas, NV 89148
- G** ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member
- H** ☒ Domestic partner ☐ Foreign partner
- I1** What type of entity is this partner? INDIVIDUAL

- I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐
- J** Partner's share of profit, loss, and capital (see instructions):
- | | Beginning | Ending |
|---------|------------|------------|
| Profit | 0.00000 % | 0.00000 % |
| Loss | 0.00000 % | 0.00000 % |
| Capital | 19.50000 % | 19.50000 % |

- K** Partner's share of liabilities at year end:
- Nonrecourse \$
- Qualified nonrecourse financing \$
- Recourse \$

- L** Partner's capital account analysis:
- Beginning capital account \$
- Capital contributed during the year \$
- Current year increase (decrease) \$
- Withdrawals & distributions \$
- Ending capital account \$
- ☒ Tax basis ☐ GAAP ☐ Section 704(b) book
- ☐ Other (explain)

- M** Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If 'Yes', attach statement (see instructions)

☐ Final K-1

☒ Amended K-1

651113

OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	0.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	0.
12	Section 179 deduction	19	Distributions
13	Other deductions		
G * STMT	0.	20	Other information
14	Self-employment earnings (loss)		
A	0.		
C	0.		

*See attached statement for additional information.

FOR IRS USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2014

PTPA0312 11/28/14

NUVEDA 000063
JA001247

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2014

For calendar year 2014, or tax

year beginning Apr 14, 2014
ending Dec 31, 2014

Partner's Share of Income, Deductions, Credits, etc.

► See separate instructions.

Part I Information About the Partnership

- A** Partnership's employer identification number
46-5406098
- B** Partnership's name, address, city, state, and ZIP code
NuVeda LLC
848 N RAINBOW BLVD #1019
Las Vegas, NV 89107
- C** IRS Center where partnership filed return
OGDEN, UT
- D** ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

- E** Partner's identifying number
[REDACTED]
- F** Partner's name, address, city, state, and ZIP code
JOHN PENDERS
29 MARSHALL TERRACE
WAYLAND, MA 01778
- G** ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member
- H** ☒ Domestic partner ☐ Foreign partner
- I1** What type of entity is this partner? INDIVIDUAL
- I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐
- J** Partner's share of profit, loss, and capital (see instructions):
- | | Beginning | Ending |
|---------|-----------|-----------|
| Profit | 0.00000 % | 0.00000 % |
| Loss | 0.00000 % | 0.00000 % |
| Capital | 1.75000 % | 1.75000 % |
- K** Partner's share of liabilities at year end:
- Nonrecourse \$
- Qualified nonrecourse financing \$
- Recourse \$
- L** Partner's capital account analysis:
- Beginning capital account \$
- Capital contributed during the year \$
- Current year increase (decrease) \$
- Withdrawals & distributions \$
- Ending capital account \$
- ☒ Tax basis ☐ GAAP ☐ Section 704(b) book
- ☐ Other (explain)
- M** Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If "Yes", attach statement (see instructions)

☐ Final K-1

☒ Amended K-1

651113

OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	15 Credits
2 Net rental real estate income (loss)	
3 Other net rental income (loss)	16 Foreign transactions
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	
6b Qualified dividends	
7 Royalties	
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	17 Alternative minimum tax (AMT) items
9b Collectibles (28%) gain (loss)	
9c Unrecaptured section 1250 gain	
10 Net section 1231 gain (loss)	18 Tax-exempt income and nondeductible expenses
11 Other income (loss)	C 0.
12 Section 179 deduction	19 Distributions
13 Other deductions	
G * STMT	20 Other information
14 Self-employment earnings (loss)	

*See attached statement for additional information.

FOR USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2014

PTPA0312 11/28/14

NUVEDA 000064
JA001248

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2014

For calendar year 2014, or tax

year beginning Apr 14, 2014
ending Dec 31, 2014

Partner's Share of Income, Deductions, Credits, etc.

► See separate instructions.

Part I Information About the Partnership

- A** Partnership's employer identification number
46-5406098
- B** Partnership's name, address, city, state, and ZIP code
NuVeda LLC
848 N RAINBOW BLVD #1019
Las Vegas, NV 89107
- C** IRS Center where partnership filed return
OGDEN, UT
- D** ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

- E** Partner's identifying number
[REDACTED]
- F** Partner's name, address, city, state, and ZIP code
SHANE M TERRY
4575 DEAN MARTIN DR #1401
Las Vegas, NV 89103
- G** ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member
- H** ☒ Domestic partner ☐ Foreign partner
- I1** What type of entity is this partner? INDIVIDUAL
- I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐
- J** Partner's share of profit, loss, and capital (see instructions):
- | | Beginning | Ending |
|---------|------------|------------|
| Profit | 20.00000 % | 20.00000 % |
| Loss | 20.00000 % | 20.00000 % |
| Capital | 19.50000 % | 19.50000 % |
- K** Partner's share of liabilities at year end:
- Nonrecourse \$ _____
- Qualified nonrecourse financing \$ _____
- Recourse \$ _____
- L** Partner's capital account analysis:
- Beginning capital account \$ _____
- Capital contributed during the year \$ _____
- Current year increase (decrease) \$ _____
- Withdrawals & distributions \$ _____
- Ending capital account \$ _____
- ☒ Tax basis ☐ GAAP ☐ Section 704(b) book
- ☐ Other (explain) _____
- M** Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If 'Yes', attach statement (see instructions)

☐ Final K-1

☒ Amended K-1

651113

OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	-125,485.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	1,001.
12	Section 179 deduction	19	Distributions
13	Other deductions		
G * STMT	300.	20	Other information
14	Self-employment earnings (loss)		
A	-125,485.		
C	-270.		

*See attached statement for additional information.

FOR IRS USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2014

PTPA0312 11/28/14

NUVEDA 000065
JA001249

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2014

For calendar year 2014, or tax

year beginning Apr 14, 2014
ending Dec 31, 2014

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership

- A** Partnership's employer identification number
46-5406098
- B** Partnership's name, address, city, state, and ZIP code
NuVeda LLC
848 N RAINBOW BLVD #1019
Las Vegas, NV 89107
- C** IRS Center where partnership filed return
OGDEN, UT
- D** ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

- E** Partner's identifying number
[REDACTED]
- F** Partner's name, address, city, state, and ZIP code
RYAN WINMILL
412 PRINCESS STREET
ALEXANDRIA, OLD TOWN, VA 22314
- G** ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member
- H** ☒ Domestic partner ☐ Foreign partner
- I1** What type of entity is this partner? INDIVIDUAL
- I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐
- J** Partner's share of profit, loss, and capital (see instructions):
- | | Beginning | Ending |
|---------|-----------|-----------|
| Profit | 0.00000 % | 0.00000 % |
| Loss | 0.00000 % | 0.00000 % |
| Capital | 1.75000 % | 1.75000 % |
- K** Partner's share of liabilities at year end:
- Nonrecourse \$
- Qualified nonrecourse financing \$
- Recourse \$
- L** Partner's capital account analysis:
- Beginning capital account \$
- Capital contributed during the year \$
- Current year increase (decrease) \$
- Withdrawals & distributions \$
- Ending capital account \$
- ☒ Tax basis ☐ GAAP ☐ Section 704(b) book
- ☐ Other (explain)
- M** Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If 'Yes', attach statement (see instructions)

☐ Final K-1

☒ Amended K-1

651113

OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	0.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	0.
12	Section 179 deduction	19	Distributions
13	Other deductions		
G * STMT	0.	20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2014

PTPA0312 11/28/14

NUVEDA 000066
JA001250

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2014

For calendar year 2014, or tax

year beginning Apr 14, 2014
ending Dec 31, 2014

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-5406098

B Partnership's name, address, city, state, and ZIP code
NuVeda LLC
848 N RAINBOW BLVD #1019
Las Vegas, NV 89107

C IRS Center where partnership filed return
OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
[REDACTED]

F Partner's name, address, city, state, and ZIP code
Joseph E Kennedy
11115 Kilkerran Ct
Las Vegas, NV 89141

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? INDIVIDUAL

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	0.00000 %	0.00000 %
Loss	0.00000 %	0.00000 %
Capital	1.00000 %	1.00000 %

K Partner's share of liabilities at year end:

Nonrecourse \$

Qualified nonrecourse financing \$

Recourse \$

L Partner's capital account analysis:

Beginning capital account \$

Capital contributed during the year \$

Current year increase (decrease) \$

Withdrawals & distributions \$

Ending capital account \$

☒ Tax basis ☐ GAAP ☐ Section 704(b) book

☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If "Yes", attach statement (see instructions)

☐ Final K-1

☒ Amended K-1

651113

OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	15 Credits
0.	
2 Net rental real estate income (loss)	
3 Other net rental income (loss)	16 Foreign transactions
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	
6b Qualified dividends	
7 Royalties	
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	17 Alternative minimum tax (AMT) items
9b Collectibles (28%) gain (loss)	
9c Unrecaptured section 1250 gain	
10 Net section 1231 gain (loss)	18 Tax-exempt income and nondeductible expenses
11 Other income (loss)	C 0.
12 Section 179 deduction	19 Distributions
13 Other deductions	
G * STMT 0.	20 Other information
14 Self-employment earnings (loss)	

*See attached statement for additional information.

FOR USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2014

PTPA0312 11/28/14

NUVEDA 000067
JA001251

EXHIBIT 13

EXHIBIT 13

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 annum, payable quarterly, interest only

PIK Rate:

9 percent per annum, payable quarterly

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 the Company

Prior to completion of the financing, 4FC and the Company shall negotiate definitive terms by which the Company may purchase a portion or all of equity/warrants owned by 4FC

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 the transaction during the period of 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 of \$3.5 million are projected to fully fund construction costs and working capital requirements for both dispensaries as determined by the mutually agreed upon Budget. 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 14

EXHIBIT 14

From: shane Terry sterry@nuveda.org 
Subject: Re: Minutes of the meeting
Date: November 23, 2015 at 7:23 AM
To: pejman bady pbady@me.com
Cc: Pouya Mohajer pouyamohajer@gmail.com, Joe Kennedy joe90275@gmail.com, Jennifer Mulligan Goldstein jennifer@XanthusSports.com, John Penders john.penders@winmillgroup.com, Ryan Winmill ryanwinmill@winmillgroup.com, sandy kindler msminc@me.com

I would like to propose that the tape recording of the meeting be used as the official documentation of the minutes.

However, if you insist on written documentation (or an unofficial summary) then I do have 2 changes:

1) Assuming Pej did pay Mohsen on the 15th, we should not be in default on the promissory note

10) To be clear, I did not receive an offer from CW Nevada. Pej received it and it wasn't brought up until I mentioned it. The LOI and email correspondence between Pej and CW Nevada was only disclosed to me as a heads up from CW Nevada. I would like to modify the language in item 10:

"Shane Terry asked all members if there were any other deals or offers that we hadn't discussed. All members including Pejman Bady replied no, everything has been disclosed, and began to adjourn the meeting. Shane Terry then referenced a term sheet that had been sent by CW Nevada to Pej on November 17th for 70% equity in NuVeda, and disclosed to Shane by the potential investing party. The term sheet and forwarded email between the investor and Pej referenced an "attached LOI as we discussed yesterday" (November 16th)." Pej then remarked that yes, he was having discussions with CW Nevada, but hadn't checked email in a day so he didn't know about the LOI. Jennifer Goldstein then repeated Shane's original question asking if there are any OTHER deals, offers or discussions that have not been disclosed. "

Again, I propose that instead of going back and forth on the summary, we simply state that the recording will suffice as official meeting minutes.

I'm not sure if anyone else has any inputs and/or additions.

Shane Terry
Chief Executive Officer
NuVeda
Las Vegas, NV
702.858.2465
STerry@NuVeda.org
LinkedIn: www.linkedin.com/in/sterryglobal/en
To schedule a meeting: <http://meetme.so/ShaneTerry>



On Nov 20, 2015, at 1:24 PM, pejman bady <pbady@me.com> wrote:

NuVeda Members

Attached are the minutes of the most recent NuVeda meeting of members.

I have reviewed the minutes and find them complete.

However, if any member sees an error or omission, respond by email and I will have the correction made.

If there are no corrections are received by 5PM Monday, November 23, 2015, the minutes will be accepted and made a part of the record.

Dr. Pej Bady
President
NuVeda Natural Medicinal Solutions
Pbady@NuVeda.org
310-863-4488
~NUVEDA Minutes 11.18.15.pdf~

From: **pejman bady** pbady@me.com 

Subject: Minutes of the meeting

Date: November 20, 2015 at 1:26 PM

To: **Pouya Mohajer** pouyamohajer@gmail.com, **Joe Kennedy** joe90275@gmail.com, **shane Terry** sterry@nuveda.org, **Jennifer Mulligan Goldstein** jennifer@XanthusSports.com, **John Penders** john.penders@winmillgroup.com, **Ryan Winmill** ryanwinmill@winmillgroup.com

PB

NuVeda Members

Attached are the minutes of the most recent NuVeda meeting of members.

I have reviewed the minutes and find them complete.

However, if any member sees an error or omission, respond by email and I will have the correction made.

If there are no corrections are received by 5PM Monday, November 23, 2015, the minutes will be accepted and made a part of the record.

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



NUVEDA Minutes
11.18.15.pdf

NUVEDA, LLC
MINUTES OF SPECIAL MEETING OF MANAGERS
9:00 am, November 18, 2015

Pejman Bady called to order the 1st official meeting of NuVeda, LLC.

Roll call was held attending in person was Pejman Bady, Pouya Mohajer, Shane Terry, Jennifer Goldstein and Sandy Kindler was available to take notes for the meeting.

Available by telephone was John Penders, Ryan Winmill and Joseph Kennedy, personal cell phone numbers confirmed by report received from FreeConferenceCall.com.

The purpose of the meeting was to discuss the direction of the company, litigation, funding sources, moving the company in a positive direction and overhead of staff.

1. Review of Pending Litigation was discussed. Currently, NuVeda is in action with 2113 Investors, LLC for non-payment and Mohsen Bahri for default on Promissory Note.
2. Jennifer Goldstein as general counsel and a member of the company stated that she had reached out to M. Bahri's attorney but had not received a response.
3. Jennifer Goldstein and Shane Terry advised the members that they had retained outside counsel for NuVeda, Martina Jaccarino. Pejman Bady was not told formally and Shane Terry's response was that he had sent out an email regarding her retainer fee.
4. Shane Terry stated that all vendors were concerned about nonpayment and were potential legal actions against the company.
5. Jennifer Goldstein stated that there was potential litigation from the current employees of the company.
6. Discussion was held regarding the amount of money that Garcia, Inc. has charged the company and more information has been requested from Melanie, the bookkeeper from the company.
7. Offers from AFS Nevada and 4Front were discussed. Shane Terry asked Joseph Kennedy if his company would be willing to delay the pending litigation while offers were being reviewed, Joseph Kennedy agreed if the offer was indeed viable and one that the company would move forward on.
8. A motion was made by Pejman Bady to continue to pursue the offer from AFS Nevada, seconded by Pouya Mohajer, the vote was unanimous to continue to pursue this offer.
9. A motion made by Joseph Kennedy to continue to pursue the offer from 4Front, seconded by Pejman Bady, the vote was unanimous to continue this to pursue this offer.
10. A new offer Shane Terry received from CW Nevada was discussed. The members will review the offer and continue further discussions. There being no further business, the meeting was adjourned at 10:08 am.

MEMBERS

<hr/> Pejman Bady	<hr/> Date
<hr/> Pouya Mohajer	<hr/> Date
<hr/> Shane Terry	<hr/> Date
<hr/> Jennifer Goldstein	<hr/> Date
<hr/> Joseph Kennedy	<hr/> Date
<hr/> Ryan Winmill	<hr/> Date
<hr/> John Penders	<hr/> Date

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 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:

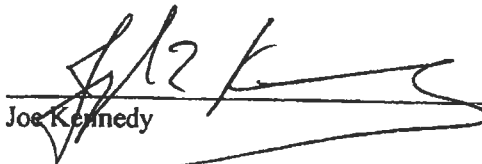
VOTING INTERESTS

Pejman Bady 46.5%

Shane Terry 21%

Pouya Mohajer 21%

Interested Member
Jennifer Goldstein None as Interested Member



Joe Kennedy 1%

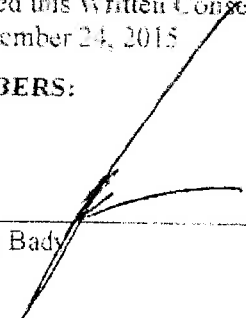
John Penders 1.75%

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



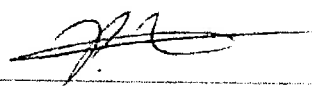
Pejman Bady

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 16

EXHIBIT 16

**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%

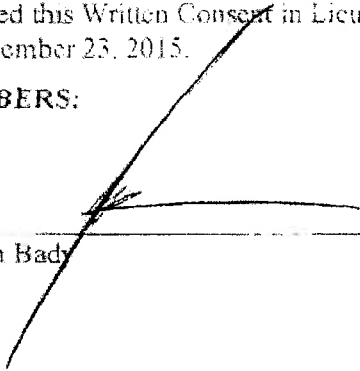
Ryan Winmill

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%

Pourya 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

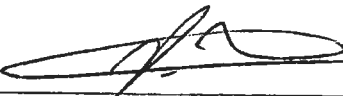
_____ Pejman Bady	46.5%
_____ Shane Terry	21%
_____  Pouya Mohajer	21%
_____ Jennifer Goldstein	7%
_____ Joe Kennedy	1%
_____ John Penders	1.75%
_____ Ryan Winmill	1.75%

EXHIBIT A

LOI



November 17, 2015

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

Re: NuVeda, LLC/CW Nevada, 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 **CW Nevada, 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**".

PBM
NYE
MR

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.

ml

pbm

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

CW Nevada, LLC

Agreed to and accepted:

NuVeda, LLC

By: 

Name: Pejman Bady, Manager

NuVeda, LLC

Date:

11/23/15

mp
PBN

EXHIBIT 17

EXHIBIT 17

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



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.

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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This communication may contain privileged and/or confidential information, including attorney-client privileged information. Do the right thing if you receive it in error: (i) promptly notify me, (ii) do not read it and (iii) destroy your copy. An inadvertent disclosure is not an intent to waive confidentiality or privilege and you are on notice of the confidential/privileged nature of the communication.

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 19

EXHIBIT 19

Hi Shane,

I hope this letter finds you well. I am writing in response to promises, compromises, and per our discussion on Thursday evening.

To summarize, you as a group had agreed to transfer shares to Pejman, and those shares would become my shares when allowed. From what I understand, that was not quite legal and by doing so, you have put your own company in a compromised position. The only reason I even considered bringing money into your company was because of Pejman and my trust in him both personally and professionally. I have brought in a million dollars, 500k in loans and 500k at a \$25 million value. It seemed to me that you guys had voted to have some of Majid's money (not sure exactly how much) transferred to ownership, which was not given to him that night. I learned that evening that you are trying to sell more shares at ten million dollars valuation. When I asked you if that would apply to me too since no shares were transferred to me yet you said "NO". I also asked you if I could convert my loan at the same valuation, you said "NO". This seems very unethical and biased. Based on what I have learned so far, I'm truly disappointed with your business plan. I believe you were correct in stating that there does in fact need to be a significant shift in the

only determine based upon our discussions that you are either grossly inexperienced in sound business practices or (and I certainly hope this is not the case) you are legitimately attempting to misappropriate invested income for your own gains. Either way, it does not bode well for such an investment as mine.

As far as I can see, Pejman is the only one that has brought in any investors and you are only succeeding in spoiling these investor/owner relationships. Your business plan is flawed, you are very plainly not a tech company as you compared yourselves, and I don't think NuVeda will be successful as this model stands. It is not clear to me what kind of business education nor experience you have that would allow you to accurately execute your business plan and perform successfully as the head of the company.

At the onset of creating NuVeda, your vision was good with the simple exception that you did not have the funds to actually implement it. Had you and your partners not been greedy about shares and offered a more realistic return to investors, you would have 1. More investors come forward, and 2. NuVeda would be operational by now and we'd all be seeing the fruits of our labor. Instead, you are in a legally questionable position with few choices and taking a much bigger loss with the plan to bring in Forefront as a means of getting this company off the ground.

EXHIBIT 20

EXHIBIT 20



TARKANIAN & KNIGHT

Law Group

P: (702) 508-4998 | F: (702) 940-2792
7220 S. Cimarron Rd. #110, Las Vegas, NV 89113

December 2, 2015

Pantea Stevenson, Esq.
1818 Library St., Ste. 500
Reston, VA 20190
Email: stevenson@pfstevenson.com

For Settlement Purposes Only
U.S. POSTAL SERVICE & VIA EMAIL

Re: *Mohsen Bahri v. NuVeda LLC*

Dear Mrs. Stevenson:

As you are aware, I represent Mohsen Bahri ("Mr. Bahri"), to resolve all issues regarding your default on a promissory note with Mr. Bahri and the return of Mr. Bahri's unripened investment. I appreciate having a professional and amicable conversations, and that you recognized the harm that my client has endured. You insured me that there would be progress on a resolution, and to hold off on filing a complaint. I have yet to hear that any real progress has been made on getting my client back his money.

As we discussed, my client has suffered substantial financial harm, and needs immediate relief. I have now attached our proposed complaint, which has not been filed. I believe we can easily avoid litigation, but a resolution must be met immediately. Please contact my officer within 48 hours, to initiate a possible solution. Be advised that Ms. Goldstein and Mr. Terry are a party to this action, and their direct involvement thus must be limited. Further, you are not a Nevada attorney, thus would not be the point of contact at the time of filing.

Please be advised, if we cannot resolve this matter immediately, I will be forced to file with the court. Feel free to contact me with any questions or concerns.

Warmest Regards,


Samira C. Knight, Esq.
Partner/Owner

Enclosed: Complaint
CC: Mohsen Bahri

1 **COMP**

2 Evan D. Schwab, Esq.

3 Nevada Bar No. 10984

4 **Schwab Law Group PLLC**

5 2800 W. Sahara Ave., Suite 1H

6 Las Vegas, NV 89102

7 T: 702-489-4442

8 F: 702-489-4812

9 evan@slglasvegas.com

10 Tarkanian & Knight Law Group PLLC

11 Samira C. Knight, Esq.

12 Nevada Bar No. 13167

13 7220 S. Cimmaron Road, Suite 110

14 Las Vegas, Nevada 89113

15 T: 702-508-4998

16 samira@tklawgroupnv.com

17 Attorneys for Plaintiff

18 Mohsen Bahri

19 **DISTRICT COURT**
20 **CLARK COUNTY, NEVADA**

21 MOHSEN BAHRI, an Individual,)

22 Plaintiffs,)

23 v.)

24 JENNIFER M. GOLDSTEIN, an)

25 Individual, SHANE TERRY, an Individual;)

26 DOES I through X and ROE)

27 CORPORATIONS I through X, inclusive,)

28 Defendant.)

Case No.:

Dept. No.:

29 **Complaint**

30 Comes now Plaintiff, MOHSEN BAHRI ("Plaintiff"), through his attorney, Evan D.
31 Schwab, Esq., of the Schwab Law Group PLLC, and allege as follows:


32 1. Plaintiff Mohsen Bahri ("Plaintiff") a resident of Los Angeles County,
33 California whom transacted significant and substantial business in Clark County, Nevada.

1 2. Non-Party Nuveda, LLC ("Nuveda") is and at all relevant times mentioned
2 herein was a Nevada Limited Liability Company conducting business in the State of Nevada
3 and Clark County, Nevada.¹

4 3. Defendant Jennifer M. Goldstein ("Goldstein") is and at all times relevant was
5 a resident of Clark County, Nevada and/or transacted significant and substantial business in
6 Clark County, Nevada.

7 4. Defendant Shane Terry ("Terry") is and at all times relevant was a resident of
8 Clark County, Nevada, was the CEO of Nuveda, and/or transacted significant and substantial
9 business in Clark County, Nevada.

10 5. The true names or capacities, whether individual, corporate, association or
11 otherwise, of Defendants, Does I through Does X, and Roe Corporation I through Roe
12 Corporations X, are unknown to Plaintiffs, who therefore sues said Defendants by such
13 fictitious names. Plaintiffs are informed and believe and therefore allege that each of the said
14 Defendants designated herein as Doe and Roe Corporation are responsible in some manner for
15 the events and happenings referred to and caused damages proximately to Plaintiff as herein
16 alleged, and that Plaintiff will ask leave of this Court to amend this Complaint, to insert the
17 true names and capacities of Does I through Doe X and Roe Corporations I through Roe
18 Corporations X, when the same have been ascertained and to join such Defendants in this
19 action.

20 6. That on or about December 12, 2014, Defendant Terry sent a LinkedIn friend
21 request to Plaintiff. 

22 7. That on or before March 19, 2015, Plaintiff, Defendants, and their
23 agents/representatives entered into negotiations with one another in which the following
24 would take place:
25
26
27

28 ¹ Nevada Secretary of State business entity information, attached as Exhibit 1.

- 1 a. In exchange for a loan in the amount of five-hundred thousand dollars
2 (\$500,000.00) by Plaintiff, Defendants would provide repayment of the
3 principal amount plus interest at an annual percentage rate ("APR") of
4 eight and five tenths percent (8.5%).
- 5 b. In exchange for an additional investment/payment of five hundred
6 thousand dollars (\$500,000.00) by Plaintiff, Defendants would provide
7 Plaintiff a two percent (2%) equity share in Nuveda. Plaintiff's share
8 would come from the shares of including but not limited to non-party
9 Pejman Bady ("Bady"), non-party Pouya Mohajer and Defendant Terry.
- 10 c. On or about March 19, 2015, Plaintiff wire transferred nine-hundred
11 twenty thousand (\$920,000.00) to Defendants. The remaining eighty-
12 thousand (\$80,000.00) was made in incremental payments/transfers.
13 Plaintiff has paid the sum total of one-million dollars (\$1,000,000.00) ("the
14 Funds/Investment/Loan").
- 15 d. That on or about the time the above agreements were reached, Defendants
16 had valued Nuveda at twenty-five million dollars (\$25,000,000.00).
- 17 8. That on or about October 22, 2015, Plaintiff met with Defendants in or around
18 Las Vegas, Nevada ("the Meeting"). At and subsequent to the meeting, Defendant Terry
19 made a presentation and Defendants valued Nuveda at ten-million dollars (\$10,000,000.00)
20 for new investors. Plaintiff demanded an adjustment of his shares in Nuveda and Defendants
21 refused.
- 22 9. On or about November 1, 2015, payment was due on the money and no timely
23 payment was made to Plaintiff.
- 24 10. On or about November 1, 2015, Plaintiff emailed Defendants ("the Email"). In
25 this email, Plaintiff indicated that Defendants had engaged in including but not limited to the
26 following conduct and practices:
- 27 a. Engaging in fraud.
- 28 b. Devaluing Nuveda and improperly diluting shares of Plaintiff.

1 c. Evaluating Nuveda based on fabricated numbers.

2 d. Negligently causing Nuveda to not be operational.

3 11. To date, Defendants have failed to issue Plaintiff his two-percent (2%) equity
4 share in Nuveda. Defendants, particularly, Defendant Terry have fraudulently denied
5 knowledge as to the agreement. Defendants have actual knowledge of such agreement.
6 Specifically, including but not limited to the following facts support the assertion of fraud:

7 a. Plaintiff, Defendant Terry and Defendant Goldstein engaged in a recorded
8 conversation on or about October 22, 2015 ("the Conversation").

9 b. During the Conversation, Defendant Terry acknowledged that Plaintiff had
10 paid the sum of five-hundred thousand dollars (\$500,000.00) for a two-
11 percent (2%) equity share in Nuveda.

12 c. Defendant Terry stated that the new evaluation for Nuveda would be at ten-
13 million dollars (\$10,000,000.00) for new investors.

14 d. Defendants Terry and Goldstein admitted that the way they were intending
15 to transfer Plaintiff's 2% equity was in fact illegal, and admitted
16 responsibility.

17 12. On or about October 22, 2015, Defendants refused to allocate shares to
18 including but not limited to another investor that Defendants had previously agreed to issues
19 shares to. Defendant Terry refused to take action that the other Defendants had directed.

20 13. Defendant Terry has acted in violation of his duties to investors, creditors and
21 the managers/members of Nuveda.

22 **First Cause of Action**


23 **(Breach of Contract)**

24 14. Plaintiff repeats and re-alleges each and every allegation contained in
25 Paragraphs 1 thru 13 as though fully set forth herein and further allege the following.

26 15. Plaintiff and Defendants entered into a contract in the form of including but not
27 limited to for a loan of money and/or an investment in Nuveda.
28

16. Under the terms of the contract, Defendants would receive money in exchange for including but not limited to repayment of principal plus interest and an equity interest in Nuveda.

17. Defendants failed to live up to their obligations under the agreement.

18. By virtue of Defendants' breach of contract, Plaintiffs have suffered damages in excess of \$10,000.00 

Second Cause of Action

(Unjust Enrichment)

19. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1 thru 18 as though fully set forth herein and further allege the following.

20. Plaintiff conferred a benefit on Defendants which includes but is not limited to one million dollars (\$1,000,000.00).

21. Defendants appreciated the benefit.

22. Defendants accepted and retained the benefit.

23. Under the circumstances it would be inequitable for Defendants to retain the benefit without payment.

24. Plaintiffs have suffered damages in excess of \$10,000.00.

Third Cause of Action

(Conversion)

25. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1 thru 24 as though fully set forth herein and further allege the following.

26. Defendants engaged in a distinct act of dominion wrongfully exerted over another's personal property.

27. Defendants' act was in denial of or inconsistent with Plaintiff's rights therein.

28. Defendant's act was in derogation, exclusion, or defiance of such rights.

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1 **Fourth Cause of Action**

2 **(Rescission)**

3 29. Plaintiff repeats and re-alleges each and every allegation contained in
4 Paragraphs 1 thru 28 as though fully set forth herein and further allege the following.

5 30. There was a mistake of understanding (either unilateral and/or mutual)
6 between Plaintiff and Defendants.

7 31. Under the above circumstances, the equities warrant that Plaintiff and
8 Defendants should be returned to their original position prior to engaging in business,
9 financial or otherwise dealings with another.

10 32. Defendants should be required to return the sum of one-million dollars
11 (\$1,000,000.00) to Plaintiff.

12 **Fifth Cause of Action**

13 **(Statute of Frauds)**

14 33. Plaintiff repeats and re-alleges each and every allegation contained in
15 Paragraphs 1 thru 32 as though fully set forth herein and further allege the following.

16 34. Defendants purport to have entered into an oral agreement with Plaintiff for the
17 lending of money or extension of credit in the amount of one-hundred thousand dollars
18 (\$100,000.00) or more.

19 35. Such an oral agreement is in violation of the Statute of Frauds.

20 36. Plaintiff is entitled to rescission of any purported contract or agreement and a
21 return of funds in the amount of one-million dollars (\$1,000,000.00).

22 **Sixth Cause of Action**

23 **(Fraud)**

24 37. Plaintiff repeats and re-alleges each and every allegation contained in
25 Paragraphs 1 thru 36 as though fully set forth herein and further allege the following.

26 38. Roe and Doe Defendants and person(s) to be determined made false
27 representation(s), including but not limited to the representations discussed above and
28 specifically including but not limited to as follows:

- 1 a. That the value of Nuveda was greater to or in excess of twenty-five
2 million dollars (\$25,000,000.00).
3 b. That Defendants would provide Plaintiff a two-percent (2%) equity stake
4 in Nuveda.
5 c. That Defendants would timely pay a loan in the amount of five-hundred
6 thousand dollars (\$500,000.00) plus interest.

7 39. Defendants made these false representation(s) were made with knowledge or
8 belief that the representation(s) were false or without sufficient basis for making the
9 representation(s).

10 40. Defendants failed to disclose a material fact which Defendants were bound in
11 good faith to disclose.

12 41. Defendants intended to induce Plaintiff to act or refrain from acting on the
13 representation(s).

14 42. Plaintiff justifiably relied on the representation.

15 43. Plaintiff was damages as a result of his reliance on the representation(s).

16 **Seventh Cause of Action**

17 **(Civil Conspiracy)**

18 44. Plaintiff repeats and re-alleges each and every allegation contained in
19 Paragraphs 1 thru 43 as though fully set forth herein and further allege the following.

20 45. That Defendants conspired amongst themselves to unlawfully harm Plaintiff by
21 including but not limited to the following:

- 22 a. Inducing Plaintiff to give/lend money in excess of ten-thousand dollars
23 (\$10,000.00).
24 b. Changing the terms of an agreement between Plaintiff and Defendants to
25 the detriment and financial disadvantage of Defendant.
26 c. Defrauding Plaintiff of a sum of money in excess of ten-thousand dollars
27 (\$10,000.00).
28

46. That Defendants' conduct caused Plaintiffs substantial damage in an undetermined amount exceeding \$10,000.00.

Eighth Cause of Action

(Negligent Misrepresentation)

47. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1 through 46 as though fully set forth herein and further alleges the following.

48. Defendants in the course of their business, profession or employment had a pecuniary interest in including but not limited to Nuveda.

49. Defendants supplied false information for the guidance of others in a business transaction which includes but is not limited to:

a. The value of Nuveda was greater to or equal to twenty-five million (\$25,000,000.00).

b. Equity would be awarded in exchange for an equity investment.

c. Loan payment would be timely made in exchange for a loan of money(s).

50. Defendants are liable to Plaintiff for a pecuniary loss suffered by Plaintiff.

51. Plaintiff justifiably relied upon the information provided by Defendants.

52. Defendants failed to exercise reasonable care or competence in obtaining or communicating the information.

53. That as a result of Defendants' negligent misrepresentation, Plaintiff has suffered damages in an undetermined amount exceeding \$10,000,000.00.

Ninth Cause of Action

(Misrepresentation)

54. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1 through 53 as though fully set forth herein and further alleges the following.

55. Defendants made a false representation or misrepresentations as to past or existing fact(s).

56. These misrepresentations include but are not limited to the following:

1 a. The value of Nuveda was greater to or equal to twenty-five million
2 (\$25,000,000.00).

3 b. Equity would be awarded in exchange for an equity investment.

4 c. Loan payment would be timely made in exchange for a loan of money(s).

5 57. These misrepresentations were made with knowledge or belief by Defendants
6 that the misrepresentations are and/or were false or that Defendant lacked and/or lacks
7 sufficient basis of information to make the representation.

8 58. Defendants intended to induce Plaintiff to act in reliance upon the
9 representation(s).

10 59. Defendants justifiably relied upon Defendants' misrepresentation.

11 60. Defendants' misrepresentation was the cause of damages sustained by Plaintiff
12 in reliance upon the misrepresentation(s).

13 61. As a result of Defendants' misrepresentations, Plaintiff has suffered damages
14 in an undetermined amount exceeding \$10,000,000.00.

15 **Tenth Cause of Action**

16 **(Punitive Damages)**

17 62. Plaintiff repeats and re-alleges each and every allegation contained in
18 Paragraphs 1 through 61 as though fully set forth herein and further alleges the following.

19 63. That the Defendants actions were oppressive, fraudulent, and malicious.
20 Defendants lied about Plaintiffs' alleged fraud, moral turpitude and criminal behavior on a
21 public forum that has injured Plaintiffs' reputation and their business' good standing and
22 economic welfare in the community.

23 **Eleventh Cause of Action**

24 **(Declaratory Relief)**

25 64. Plaintiff repeats and re-alleges each and every allegation contained in
26 Paragraphs 1 through 63 as though fully set forth herein and further alleges the following.

27 65. Plaintiff and Defendants entered into an agreement for including but not
28 limited to the loan of money, investment or the otherwise financial enrichment of Defendants

1 in exchange for including but not limited to repayment, payment of interest, and/or an equity
2 stake in Nuveda (hereinafter "the Agreement").

3 66. There exists a question or controversy as to the rights and obligations of the
4 parties under the Agreement and/or with respect to the conduct of the parties such that
5 declaratory judgment is appropriate under NRS 30.030. The court is likewise not required to
6 wait for a breach of the contract and can provide declaratory relief either before or after
7 breach under NRS 30.050.

8 67. Plaintiffs are entitled to declaratory judgment enforcing the non-compete and
9 non-disclosure provision of the Franchise Agreement.

10 **Twelfth Cause of Action**

11 **(Piercing the Corporate Veil/Alter-Ego)**

12 68. Plaintiff repeats and re-alleges each and every allegation contained in
13 Paragraphs 1 through 67 as though fully set forth herein and further alleges the following.

14 69. Roe and Doe Defendants and persons to be determined influence and govern
15 Nuveda as including but not limited, managers, CEO's, authorized personnel and agents of
16 Nuveda.

17 70. Nuveda is an alter-ego of Roe and Doe Defendants and persons to be
18 determined.

19 71. Nuveda has failed to observe the necessary corporate formalities and actions
20 required of a corporation.

21 72. By virtue of the conduct and actions of Roe and Doe Defendants and person(s)
22 to be determined, there is such a unity of interest and ownership in Nuveda that Defendants
23 and Nuveda are inseparable from each other.

24 73. Adherence to the corporate fiction of a separate entity would sanction fraud or
25 promote manifest injustice.

26 ...

27 ...

28 ...

1 Thirteenth Cause of Action

2 (Removal/Breach of Fiduciary Duty)

3 74. Plaintiff repeats and re-alleges each and every allegation contained in
4 Paragraphs 1 through 73 as though fully set forth herein and further alleges the following.

5 75. Defendant Terry is and at all times relevant was the CEO of Nuveda.

6 76. Defendant Goldstein is and at all times relevant was a manager of Nuveda.

7 77. Plaintiff holds or is entitled to an equity interest in Nuveda.

8 78. Defendants Terry as CEO and Goldstein as General Counsel have a fiduciary
9 duty, which includes an ethical duty under including but not limited to Nevada Rules of
10 Professional conduct, to Nuveda, the shareholders, managers, members, and other person(s)
11 by virtue of including but not limited to well established Nevada law and their position(s)
12 with Nuveda.

13 79. Defendants breached this fiduciary duty by including but not limited to:

14 a. Defrauding investors.

15 b. Misrepresenting the value of the company to investors.

16 c. Failing to honor loan obligations of Nuveda.

17 d. Exposing Nuveda to unnecessary lawsuits, potential lawsuits and claims.

18 80. Defendants Goldstein and Terry have acted in violation of including but not
19 limited to applicable statute/law, corporate bylaws, corporate agreements, operating
20 agreements and/or the governing documents of Nuveda.

21 81. Defendants Goldstein and Terry acted in a manner that was inconsistent with
22 good business judgment.

23 ///

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1 82. The removal of Defendants Goldstein and Terry from Nuveda is necessary and
2 appropriate under the circumstances.

3 Wherefore, Plaintiff prays for judgment against Defendants as follows:

- 4 1. For an award of general damages in excess of \$10,000.00;
- 5 2. For an award of special damages in excess of \$10,000.00;
- 6 3. For an award of punitive damages in excess of \$10,000.00;
- 7 4. For declaratory judgment;
- 8 5. For injunctive relief;
- 9 6. For reasonable attorney's fees and cost of suit incurred; and
- 10 7. For such further relief as the Court may deem just and proper under
11 the circumstances.

12 Dated this 24th day of November, 2015.

13
14 Schwab Law Group PLLC

15
16 Evan D. Schwab, Esq.
17 Nevada Bar No. 10984
18 2800 W. Sahara Ave., Suite 1H
19 Las Vegas, Nevada 89102
20 T: 702-489-4442
F: 702-489-4812
evan@slglasvegas.com

21 Tarkanian & Knight Law Group PLLC
22 Samira C. Knight, Esq.
23 Nevada Bar No. 13167
24 7220 S. Cimmaron Road, Suite 110
Las Vegas, Nevada 89113
T: 702-508-4998
samira@tklawgroupnv.com

25 Attorneys for Plaintiff
26 *Mohsen Bahri*

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Verification

State of California)
) ss:
County of Los Angeles)

I, Mohsen Bahri, under penalty of perjury, being first duly sworn, depose and say:
That I am the Plaintiff in the above-entitled action; that I have read the foregoing *Complaint*
and know the contents thereof; the same is true of my own knowledge, except for those
matters therein stated upon information and belief, and as to those matters, I believe them to
be true.



Dated this ____ day of December 2015.

Mohsen Bahri

Subscribed and sworn to before
me this ____ day of December 2015.

Notary Public in and for said County and State.

Acknowledgement

State of California)
) ss:
County of Los Angeles)

On this ____ day of December 2015, Mohsen Bahri personally appeared before me, a
Notary Public, known to me to be the person described in and who executed the foregoing
Complaint. Same person acknowledged to me that the foregoing was executed freely,
voluntarily and for the same uses and purposes therein stated. Witness my hand and official
seal the day and year in this certificate first above written.

Notary Public in and for said County and State

EXHIBIT 21

EXHIBIT 21

Project LV-Cultivation

PRELIMINARY INDICATIVE TERMS AND CONDITIONS

December 2015

Borrower:

Project Cultivation ("Company")

Investor -- Lender:

Funds managed by Linchpin Investors (LI"), a subsidiary of 4Front Ventures, will invest \$6,800,000 of debt and equity securities

Facilities:

First Lien Term Loan (the "Loan")

Use of Proceeds:

Loan proceeds may be used to finance: (i) development greenhouse cultivation 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 LI.

Guaranty:

Nuveda Holdco will guaranty the Loan

Amount:

\$6,800,000 of debt and equity securities

Cash Interest Rate:

12 percent per annum, payable quarterly, interest only

PIK Rate:

12 percent per annum, payable quarterly

Default Rate:

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

Equity -- Warrants:

Upon closing, Company shall issue stock and/or grant LI 10-year penny warrants for 40 percent fully diluted ownership. The amount of warrants to be issued upon closing will be determined by final terms of the debt and equity securities

Purchase of Equity/Warrants by the Company

Prior to completion of the financing, LI and the Company shall negotiate definitive terms by which the Company may purchase a portion or all of equity/warrants owned by LI

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:

- Review of all construction documents, plans and estimates
- Completion of such documents, opinions, certificates, covenants, representatives and warranties and indemnities as LI and our counsel might reasonably request which shall be satisfactory to LI.
- 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:

LI shall have the exclusive right to finance transaction according to the terms of this agreement for 90 days, unless mutually extended by Company and LI. Company agrees to provide LI will all information requested for due diligence. The Company, Nuveda Holdings and its affiliates are obligated to accept and to complete the transaction during the period of exclusivity.

Fees and Expenses:

The Company shall reimburse LI 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 and equity investments of \$6,800,000 are projected to fully fund construction costs and working capital requirements for the cultivation facility as determined by the mutually agreed upon Budget. 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:

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

EXHIBIT 22

EXHIBIT 22

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement") is made as of December 6, 2015 (the "Effective Date"), by and among CWNEVADA, LLC, a Nevada limited liability company (the "Transferee" or "CW"), CWNV, LLC, a to-be-formed Nevada limited liability company ("CWNV"), NuVeda LLC, a Nevada limited liability company (the "Transferor" or "NuVeda"), Clark NMSD LLC, a Nevada limited liability company ("Clark"), and Nye Natural Medicinal Solutions LLC, a Nevada limited liability company ("Nye").

RECITALS:

WHEREAS, NuVeda owns One Hundred Percent (100%) of the membership interests in Clark; and

WHEREAS, NuVeda owns One Hundred Percent (100%) of the membership interests in Nye, subject to the disclosure set forth in Section 2.1 below; and

WHEREAS, Clark has been issued the following provisional Medical Marijuana Establishment Certificates (as such term is defined in Nevada Revised Statutes ("NRS"), Chapter 453A):

- (i) Application Identifier No. D186, Reference #: 25025985357868237824 ("Dispensary 1") and issued by the State of Nevada Division of Public and Behavioral Health (the "Division"), for the dispensing of medical marijuana at a dispensary located at 1320 S. 3rd Street, Las Vegas, NV 89104 and more particularly described as Assessor's Parcel Number 162-03-110-137 (the "Dispensary 1 Property"); and
- (ii) Application Identifier No. D187, Reference #: 94090342955467020377 ("Dispensary 2") and issued by the Division for the dispensing of medical marijuana at a dispensary located at 2113 N. Las Vegas Blvd., North Las Vegas, NV 89030 and more particularly described as Assessor's Parcel Number 139-23-201-006 (the "Dispensary 2 Property"); and

WHEREAS, Nye has been issued the following provisional Medical Marijuana Establishment Certificates (as such term is defined in Nevada Revised Statutes ("NRS"), Chapter 453A):

- (i) Application Identifier No. C166, Reference #: 40733091629454751109 ("Cultivation") and issued by the Division, for the cultivation of medical marijuana at a cultivation facility at 2801 E. Thousandaire Blvd., Pahrump, NV 89048 and more particularly described as Assessor's Parcel Number 044-561-16 (the "C&P Property" and, collectively with the Dispensary 1 Property and the Dispensary 2 Property, the "Properties" and, each individually, a "Property"); and

- (ii) Application Identifier No. P107, Reference #: 91604693916166507699 ("Production") and issued by the Division, for the production of medical marijuana products at a production facility located at the C&P Property (all of the foregoing listed Medical Marijuana Certificates shall be collectively referred to herein as the "Certificates" or the "Licenses"); and

WHEREAS, specifically subject to all required state and local approvals from the State of Nevada, Clark County, and Nye County (collectively, the "Transfer Approvals"), Transferee desires to purchase and NuVeda desires to sell to Transferee 100% of the membership interests in Clark and Nye, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereby agree as follows:

SECTION 1

Purchase and Sale of Interests

1.1 Purchase and Sale of Interests. Subject to the terms and conditions of this Agreement, the Transferee shall purchase, and Transferor shall sell, 100% of the membership interests owned by Transferor in Clark and Nye, for the following consideration:

(a) Transferee shall cause to be formed a new manager-managed Nevada limited liability company, defined as "CWNV" herein, pursuant to the filing of Articles of Organization with the Nevada Secretary of State in a form mutually acceptable to NuVeda and CW (the "Articles"). Upon the formation of CWNV, Transferee shall designate CWNV as its nominee hereunder and, despite such designation of CWNV as nominee hereunder, CW and CWNV shall thereafter be jointly and severally responsible for all obligations of CWNV under this Agreement;

(b) Upon the formation of CWNV, CWNV shall be owned as follows: (i) thirty-five percent (35%) of the issued and outstanding membership interests in CWNV shall be issued and owned by NuVeda; and (ii) sixty-five percent (65%) of the issued and outstanding membership interests in CWNV shall be issued and owned by CW. Upon the formation of CWNV, a membership interest/manager ledger for CWNV shall be duly executed by both NuVeda and CW as members of CWNV and setting forth the membership interests and managers of CWNV (the "Ledger").

(c) Upon the formation of CWNV and to be further described in the operating agreement for CWNV (the "Operating Agreement"), CWNV shall have a Board of Managers consisting of three (3) individuals (the "Board"). For so long as NuVeda or its permitted assignee under the terms of the Operating Agreement is a member of CWNV, NuVeda shall be entitled to select one (1) individual to serve as a member of the Board. In the event the Board is increased in accordance with the terms of the Operating Agreement in the future, and which can only be increased to an odd number of managers and never decreased below three (3) managers, NuVeda shall have the right to

appoint the requisite number of managers constituting just less than a majority of the managers for so long as NuVeda or its permitted assignee is a member of CWNV.

(d) Immediately after the formation of CWNV and execution of the Ledger, NuVeda and CW shall commence good faith negotiations and use each of their best efforts to finalize and execute a mutually agreeable Operating Agreement with terms and provisions customary to an operating agreement of a limited liability company and which will include, without limitation, the following provisions:

- (i) The unanimous approval of all members for the admission of a new member to CWNV; the sale of all or substantially all of the assets of CWNV; and the dissolution of CWNV.
- (ii) Restrictions on transfer of membership interests in CWNV, including, without limitation, rights of first refusal to CWNV and the members but subject to customary permitted transfers;
- (iii) The approval of a majority of the members in CWNV to authorize and effectuate customary "major decisions" including, without limitation, mergers, conversions, exchanges or similar reorganizations that are in the best interest of CWNV;
- (iv) The requirement to provide monthly financial statements to the members of CWNV; and
- (v) The requirement to obtain and maintain necessary insurance policies, including, without limitation, general liability covering the operations of CWNV.

(e) Commencing as of the Effective Date, CW shall commence funding, and paying for, one hundred percent (100%) of: (i) all necessary tenant improvements, furniture, fixtures, equipment, and fees and expenses relating thereto, for the development of the facilities on the Properties and all matters relating thereto in the manner and as further described on Schedule 1 attached hereto and incorporated herein by this reference (collectively, the "Tenant Improvements"), (ii) all fees and expenses to effectuate the transfer and obtain the Transfer Approvals, and (iii) sufficient working capital for the operation of the businesses of Clark and Nye.

SECTION 2

State and Local Approvals; Cooperation; Coordination; Requirements

2.1 **State and Local Approval.** CWNV shall use its best efforts to obtain all Transfer Approvals, including from the Division and from Clark County and Nye County (collectively, the "Counties" and, each individually, a "County"). At the direction of CW and as soon as is practicable after the Effective Date, CWNV shall submit to the Division and the Counties all applications, supporting materials, fees and other documents which are necessary for consideration by the applicable Governmental Authority. If either (i) the Division or a County denies CWNV's request for approval of the transfer of the membership interests to CWNV pursuant to the terms herein, then the parties hereto shall continue to work together in good faith to obtain the Transfer Approvals in accordance with all applicable legal requirements, and, upon CWNV obtaining same, the parties agree to reasonably work together to negotiate in good faith and execute any required assignment or