

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 I 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)

JK in PBM

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: 

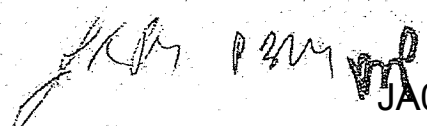
Brian C. Padgett, Manager (upon formation)

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
BM

12/6/15
BM

12/6/15

12/6/15
ADP1632

Schedule 2

Debt

SKM

PRM JAO01633

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
Gregory Daniel	05/15/15	Pej, Jennifer, Shouya, Shane	36 Months	200,000	5,994.18	5%	188,012	need to pay	
Majid Golpa	10/29/14	Pej	120 Months	600,000	6,074.70	4%	600,000	need to pay	
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
4Front Advisors, LLC	06/13/14	Shane	120 Months	446,200			446,200	negotiate	
Flaresearch	04/17/15	Shane		48,000			48,000	negotiate	
Trinity Haven				18,857			18,857	negotiate	
TRC		unassigned		71,000			71,000	negotiate	
Stevenson Law Firm	07/21/15	Pej		55,000			55,000	negotiate	
GC Garcia				251,225			251,225	negotiate	
Wells Littlefield	12/18/14	Shane		90,000			90,000	employee	
1320 3rd Street - Rent	02/20/15	Shane		67,500			67,500	need to pay to close	
2113 N Las Vegas Blvd - Rent	04/01/15	Shane		172,000			172,000	need to pay to close	
Growth Farm	08/05/15	Shane	6 months	4,000			4,000	negotiate	
Fannapi	09/15/15	Wells		12,000			12,000	negotiate	
TW6				158,336			158,336	buyout/exit/negotiate	
Total							2,394,118		

Approved: [Signature]

12/16/15

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team shows up for a preliminary walk-through and the MME has misrepresented its completion status, the inspection team will not conduct the walk-through and the MME will be invoiced for the travel time of the inspection team. Hence, the Division recommends being as ready as possible when scheduling any type of inspection or review.

- The program receives an enormous amount of requests and questions from MMEs, but has a very limited number of staff available to respond to these requests. In order for us to serve you as efficiently as possible, please route the following common communications as follows:

Scheduling Opening Inspections and Walk-Throughs: To schedule these on-site visits, contact the appropriate Administrative Assistant. Southern Nevada MMEs should contact Jamie Chittenden (702-486-5403); Northern Nevada MMEs should contact Marilyn Gray (775-684-5925).

Questions for Inspectors and Auditors: Please limit your inquiries with our inspectors and auditors to topics related to inspections/audits and related requirements. Their workloads are very high. They are out in the field the majority of their time. The program strives for consistent messaging. Therefore, we do not prefer that you use inspector and auditor time for legal interpretations, Division policy questions, questions regarding Provisional renewals, or other potentially controversial matters. Emails to inspectors and auditors are preferred over telephone calls.

Questions regarding Division policy, interpretations of Nevada Revised Statutes (NRS) or Nevada Administrative Code (NAC), Provisional Renewals, or general questions: For these matters, please contact one of the following:

Program Manager, Steve Gilbert, sgilbert@nvc.state.nv.us

Program Supervisor, Kara Gault

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- In an effort to efficiently manage projects and process files in a timely manner, medical marijuana Inspectors and Auditors will adhere to established turnaround times for Statements of Deficiencies (SOD) and responses to Plans of Correction (POC). Quick turnaround times are dependent on the completeness of the documents provided by the MME. When submitting facility policies, procedures or POCs, when the documents are found to be thorough and complete, a quicker turnaround can be expected.
- MMEs are issued a final certificate when all inspection and documentation requirements are met and the establishment file is approved by the program. We have recently streamlined the program's review processes significantly. New MMEs can expect to see quicker turnarounds once they have provided staff with everything needed to be issued a final certificate.

- The MMEs provisionally registered in November, 2014 that have not yet received their final registration certificates must return their renewal packets to the Division postmarked no later than December 15, 2015. The renewal policy and forms are found at [http://d.bh.nv.gov/Re-MME/dta/Policies/Medical Marijuana Establishments MME - Policies/](http://d.bh.nv.gov/Re-MME/dta/Policies/Medical-Marijuana-Establishments-MME-Policies/)
- If an MME has submitted its provisional registration renewal on time and continues to make significant progress towards opening, the Division intends to take no action on the MME's certificate at the 18-month, May 3, 2016 deadline. However, if the MME is not making an effort to become operational, is unresponsive, or submits misleading or incorrect renewal information, the Division reserves the right to investigate and revoke the MME's registration.

In summary, the Division has streamlined the review and approval process as requested by the industry. The Division remains committed to hire and train sufficient staff to efficiently serve the Medical Marijuana Program. To do so will require the support of the MME industry in supplying accurate information to the Division and responding in a timely manner to inquiries from our program staff.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve Gilbert", written over a horizontal line.

Steve Gilbert, Program Manager
Medical Marijuana Program

STATE OF NEVADA

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

CODY PHINNEY, MPH
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

DEPARTMENT OF
PUBLIC SAFETY

ADULT HUMAN SERVICES
BEHAVIORAL HEALTH
Program
Suite 106
Las Vegas, NV 89706

PHONE: (775) 684-3213 Fax: (775) 684-3213
medicalmarijuana@health.nv.gov

December 8, 2015

RE: Nevada Medical Marijuana Program: New Process Efficiencies

Dear Medical Marijuana Establishments (MMEs):

The purpose of this communication is to highlight some recent improvements the Medical Marijuana Program has implemented in order to serve medical marijuana patients and establishments (MME) more efficiently. Prompted by feedback from patients and MME representatives, we have streamlined the establishment certification and patient card application processes. Please note the following highlights:

- NRS 453A.115 defines a medical marijuana dispensary as a business that acquires, possesses, delivers, transfers, supplies, sells or dispenses marijuana or related supplies and educational materials to the holder of a valid registry identification card. A valid registration card is required to purchase medical marijuana at a dispensary. Due to the current delay whereby an adult patient has to take their letter from the Division of Public and Behavioral Health (Division) to the Department of Motor Vehicles in order to obtain their registry identification card, the Division has identified the following solution. Effective immediately, the Division authorizes dispensaries to sell medical marijuana and medical marijuana products to patients who present a valid State of Nevada photo driver's license or identification (ID) and their Division-issued Letter of Acceptance, for up to 14 days from the date of the Division's letter. The information on the patient's Division-issued letter and ID must match. During those 14 days, the patient should receive their registry identification card in the mail from the DMV. After the 14-day grace period, dispensaries are not authorized to dispense medicine until the patient presents his or her DMV-issued registry identification card.
- The Program will conduct preliminary walk-throughs of MMEs upon request, and as time permits. The purpose of a preliminary walk-through is to assist MMEs with any questions they may have and to identify potential issues that could be corrected prior to scheduling the pre-opening inspection. In order to request and schedule a preliminary walk-through, MMEs must have completed all construction, and be near completion of all other state requirements. If the inspection

team shows up for a preliminary walk-through and the MME has misrepresented its completion status, the inspection team will not conduct the walk-through and the MME will be invoiced for the travel time of the inspection team. Hence, the Division recommends being as ready as possible when scheduling any type of inspection or review.

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Program Manager, Steve Gilbert, s.gilbert@nv.gov

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Sincerely,



Steve Gilbert, Program Manager
Medical Marijuana Program

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jbraster@naylorandbrasterlaw.com

Attorneys for Defendant
Pouya Mohajer

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

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

Plaintiffs,

vs.

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

Defendants.

CASE NO. A-15-728510-B

DEPT NO. XI

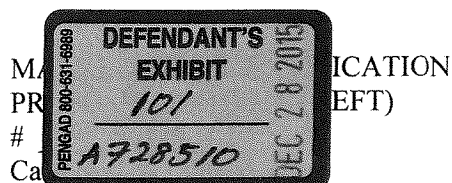
DEFENDANT:
AND POUYA MOHAJER'S
EXHIBITS FOR THE DECEMBER
28, 2015 PRELIMINARY
INJUNCTION HEARING

101 onwards.

NuVeda, LLC

Operating Agreement

July 9, 2014



JA001515

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.

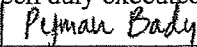
12.12 Jurisdiction and Venue/Equitable Remedies. The Company and each Member hereby expressly agrees that if, under any circumstances, any dispute or controversy arising out of or relating to or in any way connected with this Agreement shall, notwithstanding Article XI, be the subject of any court action 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.

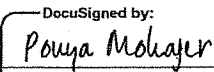
12.13 Authority. This Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms. The Member is

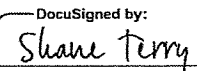
empowered and duly authorized to enter into this Agreement (including the power of attorney herein) under every applicable governing document, partnership agreement, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision or the like. The Person, if any, signing this Agreement 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.

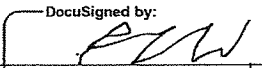
12.14 Indemnification by Members in Breach. Each Member hereby agrees to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners, members, shareholders, officers and directors and hold them harmless from and against any and all claims, liabilities, 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.

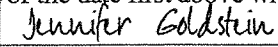
IN WITNESS WHEREOF, this Limited Liability Company Operating Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.

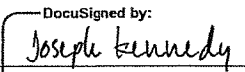

Member: PIYMAN BADY


Member: POUYA MOHAJER


Member: SHANE TERRY


Member: RYAN WINMILL


Member: JENNIFER GOLDSTEIN


Member: JOSEPH KENNEDY

Member: JOHN PENDERS

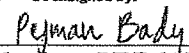
NUVEDA, LLC

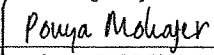
LISTING OF MEMBERS

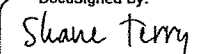
NAME:	ADDRESS:	PERCENTAGE INTERESTS VOTING/OWNERSHIP INTERESTS/DISTRIBUTION:
Pejman Bady	PO Box 6255 Pahrump, NV 89041	46.5%/46.5%/38%
Pouya Mohajer	2700 Las Vegas Blvd. #2709 Las Vegas, NV 89109	21%/21%/25.25%
Shane Terry	4575 Dean Martin Drive #1401 Las Vegas, NV 89103	21%/21%/25.25%
Jennifer Goldstein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

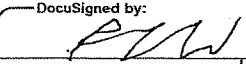
*Nondilutable interests once vested. As if this writing, the Ownership, Voting and Distribution Shares of Goldstein, Kennedy, Winmill and Penders are designated as Nondilutable

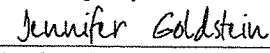
Member Listing as of this _____ day of _____, 2014

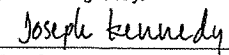
DocuSigned by:

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

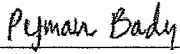
Member: JOHN PENDERS

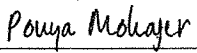
**NUVEDA, LLC
CAPITAL CONTRIBUTIONS**

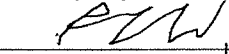
Pursuant to ARTICLE III, the Members' initial contribution to the Company capital is stated to be one million dollars (\$1,000,000.00). The description and each individual portion of this initial contribution is as follows, which amounts shall be allocated to the Capital Accounts for each Member:

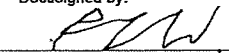
Description	Value
Member: PEJ BADCY	\$440,000.00
Member: POUYA MOHAJER	\$440,000.00
Member: SHANE TERRY	\$120,000.00

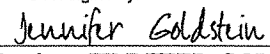
SIGNED AND AGREED this _____ day of _____, 2014.

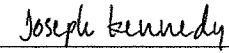
DocuSigned by:

Member: PEJMAN BADCY

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

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 BADY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

Member: RYAN WINMILL

103

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

CLARK NMSD LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0198882014-1

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

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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

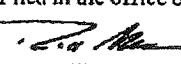
☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

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

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

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

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20140501093-45 Filing Date and Time 07/11/2014 11:19 AM Entity Number E0198882014-1
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(This document was filed electronically)
ABOVE SPACE IS FOR OFFICE USE ONLY

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

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

NRS 76.020 Exemption Codes

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

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

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

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

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

X SANDRA KINDLER

Title

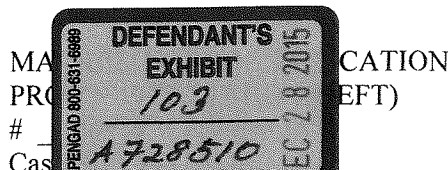
REGISTERED AGENT

Date

7/11/2014 11:19:47 AM

**Signature of Manager, Managing Member or
Other Authorized Signature**

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



JA001543

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

NYE NATURAL MEDICINAL SOLUTIONS LLC
NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER
E0198022014-9

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



USE BLACK INK ONLY - DO NOT HIGHLIGHT

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

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

IMPORTANT: Read instructions before completing and returning this form.

- 1 Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- 2 If there are additional managers or managing members, attach a list of them to this form.
- 3 Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- 4 State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- 5 Make your check payable to the Secretary of State.
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- 7 Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- 8 Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

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

ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (if filing late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

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

NRS 76.020 Exemption Codes

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

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

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

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

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

X SANDRA KINDLER

Title
REGISTERED AGENT

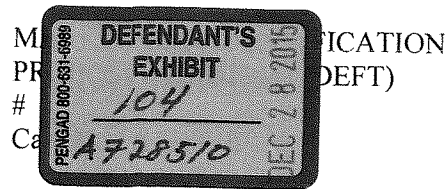
Date
7/11/2014 10:20:43 AM

**Signature of Manager, Managing Member or
Other Authorized Signature**

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

JA001544

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PROMISSORY NOTE SECURED BY PERSONAL GUARANTY

7/7/2014

This Promissory Note and Personal Guaranty ("Note"), dated as of 7/3/2014, 2014, is made and delivered by PM MEDICAL CONSULTING, LLC and ALTERNATIVE HEALTHCARE CONSULTING, LLC ("Borrowers"). Borrowers hereby promise to pay to the order of BM Limited Liability Partnership, a Texas Limited Liability Partnership ("Lender").

WHEREAS, BORROWERS are voting members of NUVEDA, LLC and have an active role in the management of NUVEDA, LLC.

WHEREAS, Lender is owned by PEJMAN BADY, who is a member of CLINICAL SYSTEMS MANAGEMENT, LLC and CLINICAL SYSTEMS MANAGEMENT, LLC is a voting member of NUVEDA, LLC.

WHEREAS the parties to this Note have agreed that any in the event that a capital contribution is deemed necessary by the voting members of NUVEDA, LLC, which includes Borrowers, Borrowers' share of the capital contribution shall be paid by Lender and Borrowers hereby promise to repay all sums paid by Lender on Borrowers' behalf as set forth herein.

For VALUE RECEIVED, Borrowers agree to pay to Lender, or order, a sum equal to each Borrower's prospective share, as set forth below, of any capital contributions made by Lender, Pejman Bady, Clinical Systems Management, LLC or Lender's related entities to NUVEDA, LLC.

PM MEDICAL CONSULTING, LLC – 40%

ALTERNATIVE HEALTHCARE CONSULTING, LLC – 20%

1. Interest. Except as otherwise provided herein, no interest shall accrue on the outstanding portion of the Note Amount. However, in the event that NUVEDA, LLC provides for any contributions made by Lender shall be paid in full to Lender and said interest payment shall not be applied towards the principle balance due and owing hereunder.

2. Payments. On or before the Maturity Date, as provided below, Borrowers shall pay to Lender the total sum due and owing.

3. Capped Sum. Notwithstanding the foregoing, the total sum due and owing by ALTERNATIVE HEALTHCARE CONSULTING, LLC shall be capped at \$200,000 and Lender shall not be entitled to recover more than \$200,000 from ALTERNATIVE HEALTHCARE CONSULTING, LLC or any individual personally guarantying this debt on behalf of ALTERNATIVE HEALTHCARE CONSULTING, LLC.

4. Sweat Equity. Lender agrees that ALTERNATIVE HEALTHCARE CONSULTING, LLC shall render services on behalf of NUVEDA, LLC and shall be compensated for service beginning April 8th, 2014 at a rate of \$80,000 annually. In lieu of direct compensation, ALTERNATIVE HEALTHCARE CONSULTING, LLC shall be entitled to a credit for all work performed for NUVEDA, LLC to be applied to the balance of Borrower's share of capital contributions as set forth herein. In the event that Borrower stops providing services to NUVEDA, LLC prior to the completion

of one year, the credit due and owing shall be pro-rated and the precise credit given for the services rendered.

5. Maturity Date. This Note shall mature on June 27, 2019 (the "Maturity Date"). If not sooner paid, the outstanding principal balance under this Note shall be due and payable in full on the Maturity Date.

6. Prepayment. At any time prior to the Maturity Date Borrowers may prepay this Note.

7. Accounting. Lender and Borrowers shall maintain an accurate accounting of all capital contributions made to NUVEDA, LLC for which Borrowers will be proportionally liable for repaying. Said accounting shall be maintained at the principal place of business for NUVEDA, LLC and shall be made available to any party to this Note upon reasonable request.

6. Defaults; Acceleration. The occurrence of any Event of Default (as hereinafter defined) shall be a default hereunder. Upon the occurrence of an Event of Default, Lender may declare the entire principal balance of the Note then outstanding (if not then due and payable) and all other obligations of the defaulting Borrower(s) hereunder to be due and payable immediately. Subject to applicable provisions of law, upon any such declaration, the principal of the Note and all other amounts to be paid under this Note shall become and be immediately due and payable, anything in this Note to the contrary notwithstanding.

The occurrence of any one or more of the following, whatever the reason therefore, shall constitute an "Event of Default" hereunder:

- (a) Borrower shall fail to pay when due any amount due pursuant to this Note: or
- (b) Borrower shall fail to perform or observe any term, covenant or agreement contained in this Note.

If Borrowers default on this Note Lender shall be required to provide Five days written notice in accordance with the terms herein to the defaulting Borrower(s).

7. Notices. All notices to be given pursuant to this Note shall be sufficient if given by personal services, guaranteed overnight deliver services, by telex, telecopy or facsimile or by being mailed postage prepaid, certified or registered mail, return receipt requested, to the described addresses of the parties hereto as set forth below, or to such other addresses as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after deliver to the guaranteed overnight delivery service, the date of sending the telex, telecopy or telegram or two (2) days after mailing certified or registered mail.

BORROWER'S ADDRESS: PM MEDICAL CONSULTING, LLP
c/o Pouya Mohajer
2700 Las Vegas Blvd., Suite 2709
Las Vegas, NV 89109

ALTERNATIVE HEALTHCARE CONSULTING, LLC
c/o Shane Terry
4575 Dean Martin Drive, Suite 1401
Las Vegas, NV 89103

LENDER'S ADDRESS: BM Limited Liability Partnership
PO Box 6255
Pahrump, NV 89041

8. Assignment by Lender. Lender may assign its rights hereunder or obtain participants in this note at any time without approval from Borrowers.

9. Construction. This Note shall be governed by and construed in accordance with the laws of the State of Nevada. This Note and all security documents and guaranties executed in connection with this Note have been reviewed and negotiated by Borrower and Lender at arm's length with the benefit of or opportunity to seek the assistance of legal counsel and shall not be construed against either party. the titles and captions in this Note are inserted for convenience only and in no way define, limit, extend, or modify the scope of intent of this Note.

10. Partial Invalidity. If any section or provision of this Note is declared invalid or unenforceable by any court of competent jurisdiction, said determination shall not affect the validity or enforceability of the remaining terms hereof. No such determination in one jurisdiction shall affect any provision of this Note to the extent it is otherwise enforceable under the laws of any other applicable jurisdiction.

11. Personal Guaranty. The parties to this Note understand and agree that the obligations created hereunder shall be the subject of a personal guaranty executed herewith by the principles of each Borrower. Borrowers further understand that the personal guaranty is and was a material term relied upon by Lender in agreeing to the terms of this Note.

"BORROWER":

PM MEDICAL CONSULTING, LLC

By: Pamela Mohajer
DocuSigned by:
Pamela Mohajer

"BORROWER":

ALTERNATIVE HEALTHCARE CONSULTING, LLC

By: Shane Terry
DocuSigned by:
Shane Terry

PERSONAL GUARANTY

Whereas, PM MEDICAL CONSULTING, LLC (hereinafter called the "Borrower"), desires to transact business with and obtain credit or a continuation of credit from BM Limited Liability Partnership, a Texas Limited Liability Partnership (hereinafter called "Lender");

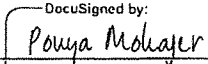
Whereas, Lender is unwilling to extend or continue credit to Borrower unless it receives a personal guaranty of the BORROWER's principle, POUYA MOHAJER, covering the debts, obligations and liabilities of Borrower to Lender pursuant to the terms of the Promissory Note, which is hereby incorporated by reference.

The undersigned agrees that he shall be personally liable for any debts or obligations incurred by Borrower as the result of the incorporated Promissory Note.

This guaranty is a continuing guaranty and shall remain in full force and effect until the full balance of the Promissory Note is repaid.

No delay on the part of Lender in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligations of the undersigned or of the right of Lender to take further action without notice or demand as provided herein; not in any event shall any modifications or waiver of the provisions of this guaranty be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

This guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the state of Nevada and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State.

By:  Pouya Mohajer Date: 7/3/2014
POUYA MOHAJER, personal guarantor for
PM MEDICAL CONSULTING, LLC

PERSONAL GUARANTY

Whereas, ALTERNATIVE HEALTHCARE CONSULTING, LLC (hereinafter called the "Borrower"), desires to transact business with and obtain credit or a continuation of credit from BM Limited Liability Partnership, a Texas Limited Liability Partnership (hereinafter called "Lender");

Whereas, Lender is unwilling to extend or continue credit to Borrower unless it receives a personal guaranty of the BORROWER's principle, SHANE TERRY, covering the debts, obligations and liabilities of Borrower to Lender pursuant to the terms of the Promissory Note, which is hereby incorporated by reference.

The undersigned agrees that he shall be personally liable for any debts or obligations incurred by Borrower as the result of the incorporated Promissory Note.

This guaranty is a continuing guaranty and shall remain in full force and effect until the full balance of the Promissory Note is repaid.

No delay on the part of Lender in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligations of the undersigned or of the right of Lender to take further action without notice or demand as provided herein; not in any event shall any modifications or waiver of the provisions of this guaranty be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

This guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the state of Nevada and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State.

By: DocuSigned by
Shane Terry Date: 7/7/2014
SHANE TERRY, personal guarantor for
ALTERNATIVE HEALTHCARE CONSULTING, LLC

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DEFENDANT'S
EXHIBIT
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BRIAN SANDOVAL
Governor
RICHARD WHITLEY, MS
Director

STATE OF NEVADA



CODY 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, NV. 89706
Telephone: (775) 684-3487 Fax: (775) 684-3213

August 28, 2015

Shane Terry
4575 Dean Martin Drive #1401
Las Vegas, NV 89103

Establishment Name: Clark NMSD, LLC
State of Nevada Application ID Number: D186, D187
Establishment Name: Nye Natural Medicinal Solutions, LLC
State of Nevada Application ID Number: C166, P107
Establishment Name: Clark Natural Medicinal Solutions, LLC
State of Nevada Application ID Number: C165, P108

Subject: MME Ownership Change

Dear Shane,

Your Notice of Transfer of Interest pertaining to the ownership of the above referenced MME(s) has been reviewed and APPROVED. Effective immediately, your MME ownership Schedule of Interest is recorded as follows:

<u>Name</u>	<u>% Held</u>	<u>No. of Shares/Units</u>
Pejman Bady	45.5%	NA
Pouya Mohajer	21.5%	NA
Shane Terry	21.5%	NA
Jennifer Goldstein	7%	NA
Joe Kennedy	1%	NA
Ryan Winmill	1.75%	NA
John Penders	1.75%	NA
Total	100%	NA

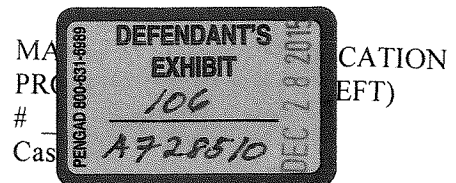
Please feel free to contact us at medicalmarijuana@health.nv.gov if you have any questions.

Sincerely,

Steve Gilbert, Health Program Manager II
Division of Public and Behavioral Health, Medical Marijuana Program

JA001552

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2 PRIME, LLC
UNSECURED PROMISSORY NOTE

Date: October 15, 2015

\$310,000

For value received, the undersigned NuVeda, LLC (the "Borrower"), with a business address located at 848 N. Rainbow Blvd, #1019, Las Vegas, Nevada 89107, promises to pay to the order of 2 Prime, LLC (the "Lender"), at 6430 Medical Center Street, Las Vegas, Nevada 89148 (or at such other place as the Lender may designate in writing), the sum of Three Hundred Ten Thousand and 00/100 (\$310,000).

I. TERMS OF REPAYMENT

A. Payments

Borrower shall make monthly interest only payments that are due on the first of each month. The interest shall apply to the full balance of the Note and accrue at a rate of 8.5% annually. Thus, the sum of \$2,195.84 shall be payable on the first of each month beginning on October 15, 2015. The principal shall be paid by not later than the expiration of the Term.

B. Application of Payments

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

C. Term

The term of the note shall be 12 months and payment in full of all sums due and owing hereunder shall be made on or before October 15, 2016 (the "Term").

D. Acceleration of Debt

If any payment obligation under this Note is not paid when due, and such past due payment is not made within five (5) business days of the Lender advising Borrower in writing of the past due balance, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

II. PREPAYMENT

Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty. Any such prepayment shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

III. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

JA001554

IV. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, if such default is not cured within (5) business days of the Lender notifying the Borrower in writing of the default:

- 1) the failure of the Borrower to pay the principal and any accrued interest when due;
- 2) the liquidation or dissolution of the Borrower;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors; or
- 6) the insolvency of the Borrower.

V. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

VI. SUPERSEDES ALL PRIOR DEBTS AND NOTES

By executing this Promissory Note, each of 2Prime, LLC and NuVeda, and their respective principals, owners and agents, agree that this Note represents the only outstanding debt owed by Borrower to Lender, and any debts owed by Borrower to Lender, without exception, are included herein. Any prior promissory notes entered into by Borrower in favor of Lender or its principals, including but not limited to the promissory note dated August 14, 2015, are hereby cancelled and superseded by this Promissory Note and are of no further force and effect.

VII. MISCELLANEOUS

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

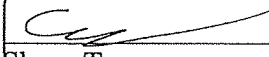
This note may not be amended without the written approval of Lender.

VIII. GOVERNING LAW

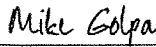
This Note shall be construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

BORROWER:
NuVeda, LLC

DocuSigned by:

Shane Tomy 4F2...

LENDER:

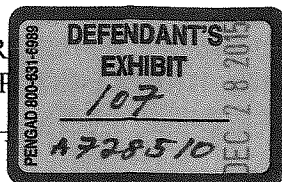
DocuSigned by:

Mike Golpa 24AA...

107

From: **Brian Padgett** brian@briancpadgett.com
Subject: NuVeda LOI
Date: November 17, 2015 at 5:40 PM
To: pejman bady pbady@me.com
Cc: Jason Thompson Jason.Thompson@cwnevada.com

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(FT)

Dr. Bady,

Please see the attached LOI as we discussed yesterday.

We are serious and we are ready to move forward.

Best regards,

Brian C. Padgett
Law Offices of Brian C. Padgett
611 South 6th Street
Las Vegas, Nevada 89101
(702) 304-0123
www.briancpadgett.com



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NuVeda LOI.pdf

JA001558

From: **pejman bady** pbady@me.com
Subject: **Re: NuVeda LOI**
Date: **November 18, 2015 at 10:55 AM**
To: **Brian Padgett** brian@briancpadgett.com
Cc: **Jason Thompson** jason.thompson@cwneveda.com
Bcc: **shane Terry** sterry@nuveda.org, **Jennifer Mulligan Goldstein** jennifer@xanthussports.com, **ryan winnill** ryanwinnill@winmillgroup.com, **John Penders** john.penders@winmillgroup.com, **Joe Kennedy** joe90275@gmail.com, **Pouya Mohajer** pouyamohajer@gmail.com

Brian, thank you for the offer and your email.

We will respond to you after proper review.

Please call me if you have any questions.

Cheers. P

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

On Nov 17, 2015, at 5:40 PM, Brian Padgett <brian@briancpadgett.com> wrote:

Dr. Bady,

Please see the attached LOI as we discussed yesterday.

We are serious and we are ready to move forward.

Best regards,

Brian C. Padgett
Law Offices of Brian C. Padgett
611 South 6th Street
Las Vegas, Nevada 89101
(702) 304-0123
www.briancpadgett.com

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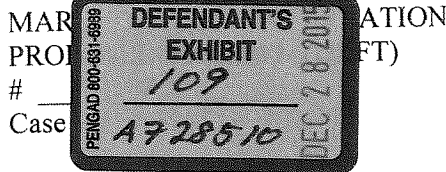
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<NuVeda LOI.pdf>



JA001559

109



Jaccarino Law Firm

Representation, Consultation, Mediation & Expert Testimony

SENT VIA E-MAIL

pbadv@me.com

pbady@nuveda.com

Martina L. Jaccarino, Esq.**

November 18, 2015

Dear Dr. Bady:

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

I. Evidence of Breach Of Fiduciary Duty

A. Self-Dealing and Deception

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

871 Coronado Center Dr. Ste 200, Henderson, Nevada 89052
(702) 287-0095 **also licensed in North Carolina, Oregon, Washington and Idaho
www.mjlawvegas.com

JA001561

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

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

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

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

B. Transfer of Shares Without State Approval

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

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

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

II. Investigation of Your Fellow Shareholders

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

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

III. Tax Liability and Its Implications

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

IV. Resolution and Fair Market Value

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

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

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

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

Respectfully,

JACCARINO LAW FIRM

Martina L. Jaccarino

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

Cc: Shane Terry, Jennifer Goldstein

(111)



November 17, 2015

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

Re: NuVeda, LLC/CWNeveda, LLC LOI

Dear Dr. Bady:

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

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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.

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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:

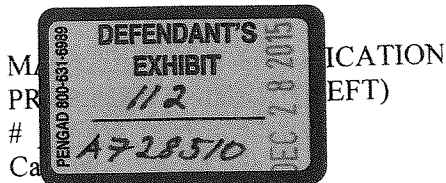
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PBM

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Project LV

PRELIMINARY INDICATIVE TERMS AND CONDITIONS

November 2015

Borrower:

Project Dispensary ("Company")

Lender:

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

Facilities:

First Lien Term Loan (the "Loan")

Use of Proceeds:

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

Security:

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

Ranking/Anti-Layering:

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

Guaranty:

Nuveda Holdco will guaranty the Loan

Amount:

\$3,500,000.00

Cash Interest Rate:

9 percent per annual, payable quarterly, interest only

PIK Interest Rate:

TBD

Default Rate:

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

Warrants:

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

Purchase of Equity/Warrants by Company:

TBD

Maturity Date:

4 years from the date of Closing

Optional Redemption:

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

Amortization:

See Mandatory Prepayment terms

Mandatory Prepayment:

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

Affirmative Covenants:

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

Financial Covenants:

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

Conditions to Closing:

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

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

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

Exclusivity:

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

Fees and Expenses:

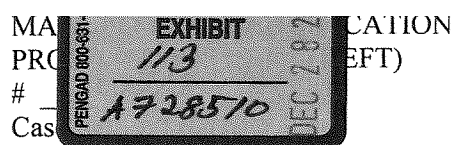
The Company shall reimburse 4FC and its advisors for all reasonable out-of-pocket fees and expenses, including, without limitation, all out-of-pocket legal expenses and other due diligence costs incurred in connection with the transaction.

Project Costs:

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

Board Representation or Observation Rights:

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



LETTER OF INTENT

November 13, 2015

Dear Dr. Bady:

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

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

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

Seller will assist Buyer in with the following: (i) renegotiating the current leases, including, but not limited to deferring current rent outstanding; and (ii) obtaining regulatory approvals for relocating the "APEX" licenses.
 - (b) **Consideration.** The aggregate consideration for the assets and business to be purchased would be the following: (i) assumption of accounts payables of approximately \$1,200,000 (billing and invoices to be further vetted during due diligence review); (ii) assumption of Notes Payables in the amount \$1,000,000 (Notes and details to be further vetted during due diligence review) and (iii) a two (2) percent ownership interest in Arizona Facilities Supply, LLC (parent company of AFS Nevada). The ownership interest will be held in a trust and transferred to NuVeda, I.L.C upon successful transfer of all licenses from all regulatory bodies and opening of a dispensary.
 - (c) **Due Diligence Review.** Promptly following the execution of this letter of intent, you will allow us to complete our examination of your financial, accounting and business records and the contracts and other legal documents

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

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

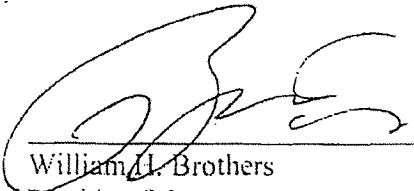
acquiring the assets and business described above, and to negotiate the terms of, and consummate, the transaction contemplated hereby, you agree that for a period of [30] days after the date hereof, you, your affiliates and your and their respective officers, directors, employees and agents shall not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

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

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

Sincerely,

AFS Nevada, LLC

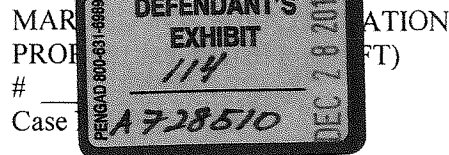
By: 
Name: William L. Brothers
Title: President/Manager

ACCEPTED AND AGREED

NuVeda, LLC

By: _____
Name: _____
Title: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

MEMBERS

DocuSigned by:

Shane Terry

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Shane Terry

DocuSigned by:

Jennifer Goldstein

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Jennifer Goldstein

DocuSigned by:

Ryan Winmill

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Ryan Winmill

DocuSigned by:

John Penders

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John Penders

11/20/2015

Date

11/20/2015

Date

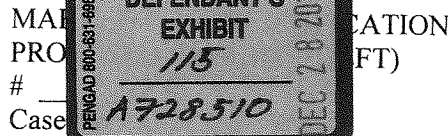
11/21/2015

Date

11/22/2015

Date

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

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

APPROVAL OF LETTER OF INTENT

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

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

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

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

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

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

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

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

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

REMOVAL OF OFFICERS

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

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

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

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

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

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

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

GENERAL AUTHORIZING RESOLUTION AND RATIFICATION OF PREVIOUS ACTS

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

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

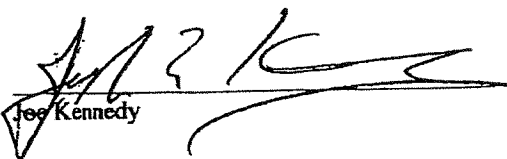
BE IT FINALLY RESOLVED, that this Joint Unanimous Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of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

[Signature Page Follows]

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

MEMBERS:

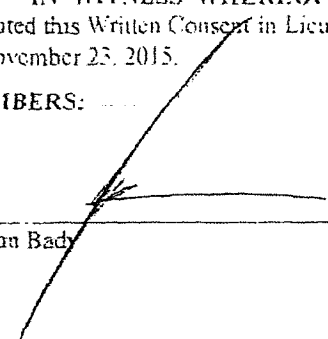
VOTING INTERESTS

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

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

MEMBERS:

VOTING INTERESTS



Pejman Bady

46.5%

Shane Terry

21%

Pouya Mohajer

21%

Jennifer Goldstein

7%

Joe Kennedy

1%

John Penders

1.75%


Ryan Winmill

1.75%

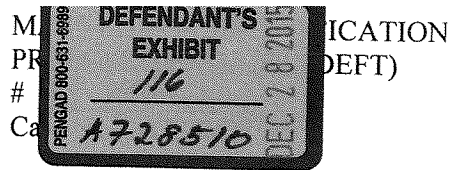
IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 23, 2015.

MEMBERS:

VOTING INTERESTS

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

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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

KOLESAR & LEATHAM

ATTORNEYS AT LAW

Office: 702.362.7800 Cell: 702.279.8938
Web: www.knevada.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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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

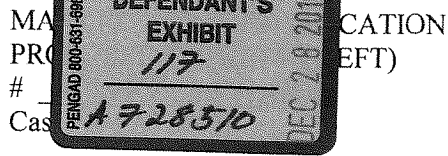
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Pantea Farhi Stevenson, Esq.
1818 Library St., Suite 500
Reston, VA 20190
571.449.7090
stevenson@pfstevenson.com
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**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING
OF THE MEMBERS OF
NUVEDA, LLC,
A NEVADA LIMITED LIABILITY COMPANY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL AUTHORIZING RESOLUTION AND RATIFICATION OF PREVIOUS ACTS

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

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

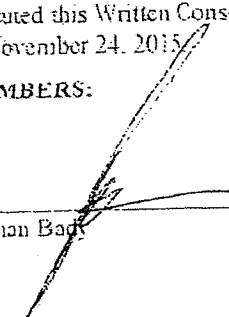
BE IT FINALLY RESOLVED, that this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together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

[Signature Page Follows]

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

MEMBERS:

VOTING INTERESTS

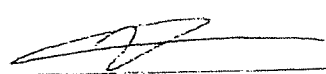

Pejman Badji

11/24/15

46.5%

Interested Member
Shaac Terry

None as Interested Member


Pouya Mohajer

11/22/15

21%

Jennifer Goldstein

7%

Joe Kennedy

1%

John Penders

1.75%

Ryan Winnill

1.75%

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

MEMBERS:

VOTING INTERESTS

Pejman Bady

46.5%

Interested Member
Shane Terry

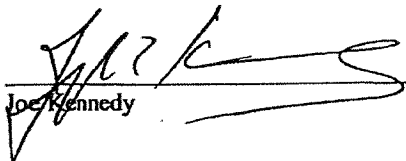
None as Interested Member

Pouya Mohajer

21%

Jennifer Goldstein

7%


Joe Kennedy

1%

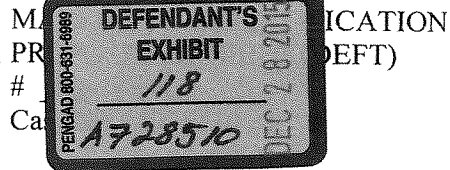
John Penders

1.75%

Ryan Winmill

1.75%

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**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%

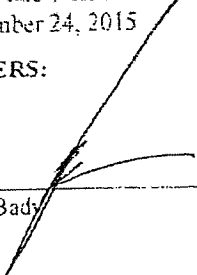
John Penders 1.75%

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

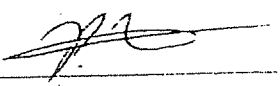


Pejman Bady 11/24/15

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%

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STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

JEFFERY LANDERFELT
Deputy Secretary
for Commercial Recordings



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

SANDY KINDLER
PO BOX 6255
PAHRUMP, NV 89041

Job: C20151130-2078
November 30, 2015

Special Handling Instructions:
COPIES REQUEST EMAILED 11/30/15 AJW

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	20150521076-79		1	\$2.00	\$2.00
24-HR Copy Expedite	20150521076-79		1	\$125.00	\$125.00
Total					\$127.00

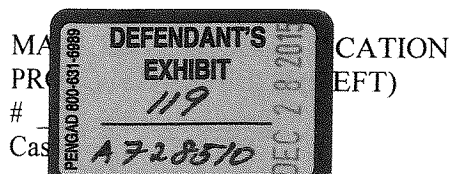
Payments

Type	Description	Amount
Credit	221589 15113003859997	\$127.00
Total		\$127.00

Credit Balance: \$0.00

Job Contents:
NV Corp Copy Request Cover Letter(s): 1

SANDY KINDLER
PO BOX 6255
PAHRUMP, NV 89041



JA001607

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

NUVEDA LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0197962014-0

FOR THE FILING PERIOD OF APR, 2015 TO APR, 2016

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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

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

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late)

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

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

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

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

NRS 76.020 Exemption Codes

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

NAME JENNIFER M GOLDSTEIN		MANAGER OR MANAGING MEMBER	
ADDRESS 8913 BRIAR BAY , USA	CITY LAS VEGAS	STATE NV	ZIP CODE 89131
NAME SHANE TERRY		MANAGER OR MANAGING MEMBER	
ADDRESS 848 N. RAINBOW BLVD. , USA	CITY LAS VEGAS	STATE NV	ZIP CODE 89107
NAME RYAN WINMILL		MANAGER OR MANAGING MEMBER	
ADDRESS 412 PRINCESS ST , USA	CITY ALEXANDRIA	STATE VA	ZIP CODE 22314
NAME JOHN PENDERS		MANAGER OR MANAGING MEMBER	
ADDRESS 29 MARSHALL TERRACE , USA	CITY WAYLAND	STATE MA	ZIP CODE 01778

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

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

X PANTEA STEVENSON

Signature of Manager, Managing Member or
Other Authorized Signature

Title

AUTHORIZED AGENT

Date

11/25/2015 7:30:53 PM

Nevada Secretary of State List ManOrMem
Revised: 7-1-15

JA001608

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State



JEFFERY LANDERFELT
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Copy Request

November 30, 2015

Job Number: C20151130-2078
Reference Number: 20150521076-79
Expedite:
Through Date:

Document Number(s)	Description	Number of Pages
20150517910-91	Amended List	1 Pages/1 Copies

Respectfully,

A handwritten signature in black ink that reads "Barbara K. Cegavske".

BARBARA K. CEGAVSKE
Secretary of State

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

JA001609

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**ACTION BY WRITTEN CONSENT 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.

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, 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 Pejman Bady as President of the Company and remove all authority relating thereto; and (ii) remove Pouya Mohajer as Chief Medical Officer of the Company and remove all authority relating thereto and each of them hereby has no authority or approval to act as an agent for the Company or bind the Company to any matter; and

NOW THEREFORE, it is **RESOLVED**, that Pejman Bady is hereby removed as President 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

FURTHER RESOLVED, that Pouya Mohajer is hereby removed as the Chief Medical 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

REMOVAL OF RESOURCES FOR REMOVED OFFICERS

FURTHER RESOLVED, that Pejman Bady and Pouya Mohajer, having no role with the Company and no authority to bind, shall not have access to or the right to use the resources of the Company, shall be removed as signatories to any and all bank accounts held by or on behalf of the Company; and

ELECTION OF SHANE TERRY AS PRESIDENT

FURTHER RESOLVED, that the officer position of President shall be assigned to Shane Terry, who shall become as of the date hereof the Chief Executive Officer and President of the Company, and shall have all authority relating thereto and approval to act as an agent for the Company and bind the Company to any matter. The title of Chief Medical Officer shall remain vacant until such time as the Members may appoint a qualified person or persons, if any all, and as determined by the Members and in accordance with the terms of the Operating Agreement.

GENERAL AUTHORIZING RESOLUTION

FURTHER RESOLVED, that the members, officers and managers 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.

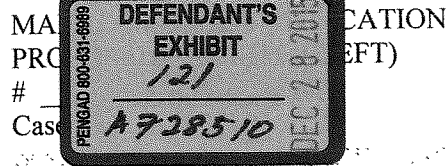
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have caused these resolutions to be effective Monday, November 23, 2015.

MEMBERS

<small>DocuSigned by:</small> <u>Shane Terry</u> <small>512E2740F7CC4E8...</small>	11/24/2015
Shane Terry	Date
<small>DocuSigned by:</small> <u>Jennifer Goldstein</u> <small>EF77DE40522E4E8...</small>	11/24/2015
Jennifer Goldstein	Date
<small>DocuSigned by:</small> <u>Ryan Winmill</u> <small>70216C8B8E1B418...</small>	11/25/2015
Ryan Winmill	Date
<small>DocuSigned by:</small> <u>John Penders</u> <small>4338669CB264421...</small>	11/25/2015
John Penders	Date

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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

[Handwritten signatures]

- (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

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 11:31 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 9**

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 29

EXHIBIT 29

BUSINESS COURT CIVIL COVER SHEET

Case No. CLARK County, Nevada
(Assigned by Clerk's Office)

A-15-728973-B
X I

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

RALPH L. AND BETTY L. MCKNIGHT AS TRUSTEES OF THE
RALPH L. AND BETTY L. MCKNIGHT TRUST

Defendant(s) (name/address/phone):

PEJMAN BADI, an individual; NYE NATURAL
MEDICINAL SOLUTIONS, LLC, a Nevada limited
liability company, DOES I through X, inclusive, and

Attorney (name/address/phone):

Joseph S. Kistler and Jeffrey R. Hall, Hutchison & Steffen
10080 W. Alta Drive, Suite 200
Las Vegas, NV 89145
702-385-2500

Attorney (name/address/phone):

Electronically Filed
12/14/2015 05:38:37 PM

Alvin D. Steffen

II. Nature of Controversy (Please check the applicable boxes for both the civil case type and business court case type)

CLERK OF THE COURT

☐ Arbitration Requested

Civil Case Filing Types		Business Court Filing Types
Real Property <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <input type="checkbox"/> Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property <input type="checkbox"/> Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Construction Defect & Contract <input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <input type="checkbox"/> Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input checked="" type="checkbox"/> Other Contract	Torts <input type="checkbox"/> Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <input type="checkbox"/> Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice <input type="checkbox"/> Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort Civil Writs <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	CLARK COUNTY BUSINESS COURT <input type="checkbox"/> NRS Chapters 78-89 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Mergers (NRS 92A) <input type="checkbox"/> Uniform Commercial Code (NRS 104) <input type="checkbox"/> Purchase/Sale of Stock, Assets, or Real Estate <input type="checkbox"/> Trademark or Trade Name (NRS 600) <input type="checkbox"/> Enhanced Case Management <input checked="" type="checkbox"/> Other Business Court Matters WASHOE COUNTY BUSINESS COURT <input type="checkbox"/> NRS Chapters 78-88 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Investments (NRS 104 Art.8) <input type="checkbox"/> Deceptive Trade Practices (NRS 598) <input type="checkbox"/> Trademark/Trade Name (NRS 600) <input type="checkbox"/> Trade Secrets (NRS 600A) <input type="checkbox"/> Enhanced Case Management <input type="checkbox"/> Other Business Court Matters
Judicial Review/Appeal/Other Civil Filing Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Appeal Other <input type="checkbox"/> Appeal from Lower Court Other Civil Filing <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters		

12/14/15

Date

Signature of initiating party or representative

NUVEDA 000250

JA001408

COMP

Joseph S. Kistler (3458)
Jeffrey R. Hall (9572)
HUTCHISON & STEFFEN, LLC
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Tel: (702) 385-2500
Fax: (702) 385-2086
jkistler@hutchlegal.com
jhall@hutchlegal.com

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

RALPH L. AND BETTY L. MCKNIGHT as
TRUSTEES of the RALPH L. AND BETTY
L. MCKNIGHT TRUST

Plaintiffs,

v.

PEJMAN BADY, an individual; NYE
NATURAL MEDICINAL SOLUTIONS,
LLC, a Nevada limited liability company,
DOES I through X, inclusive, and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No.: A-15-728973-B
Dept. No.: XI

COMPLAINT

BUSINESS COURT REQUESTED

**Arbitration Exempt pursuant to NAR
3(A) – declaratory relief requested**

Plaintiffs Ralph L. and Betty L. McKnight as Trustees for the McKnight 1998 Trust Ralph L. and Betty L. Trust (collectively the “McKnights” or “Plaintiffs”), by and through its attorneys, Hutchison & Steffen, LLC, hereby complains against Defendant Dr. Pejman Bady and Defendant Nye Natural Medicinal Solutions, LLC (“NNMS”) (Bady and NNMS collectively referred to herein as “Defendants”) as follows:

Jurisdictional Statement

1. This Court has subject matter jurisdiction pursuant to NRS 4.370 and Nevada Constitution, Ar. VI, § 6.

Parties

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1 marijuana cultivation business.

2 9. Bady represented himself as a manager or an authorized agent of NNMS,
3 authorized to enter into a lease agreement for the Property on NNMS's behalf.

4 10. Bady represented to Plaintiffs that in order to obtain the necessary permits and
5 licenses to cultivate marijuana on the Property, NNMS needed to show a lease agreement for the
6 Property.

7 11. Bady requested that Plaintiffs sign a "place-holder" lease agreement that NNMS
8 could use to obtain the necessary permits and licenses to operate a business cultivating marijuana
9 on the Property.

10 12. Bady advised that the place-holder lease agreement would only be used by NNMS
11 for the purposes of applying for and obtaining the necessary permits and licenses for the
12 cultivation of marijuana on the Property and that after NNMS obtained the permits and licenses,
13 NNMS would negotiate a new lease agreement with Plaintiffs.

14 13. On or about April 24, 2014, Plaintiffs executed the place-holder Lease Agreement
15 with NNMS that Bady presented to them, specifically relying on Bady's representations that the
16 Lease Agreement would be renegotiated once NNMS obtained the permits and licenses to operate
17 a medical marijuana establishment ("MME") on the Property.

18 14. Plaintiffs trusted Bady's representations because, among other things, he had been
19 their physician for a number of years and Plaintiffs placed great trust and confidence in him.

20 15. In anticipation of NNMS leasing the Property, Plaintiffs improved the Property by
21 installing a well that provides the Property with access to water rights and by installing access to
22 power.

23 16. The Lease Agreement is one-sided in favor of NNMS. It purportedly allows
24 NNMS to not pay rent until it obtains the permits and licenses to operate an MME and actually
25

1 begins to conduct business on the Property.

2 17. Specifically, the Lease Agreement provides that it shall not be effective and
3 NNMS's obligations set forth in agreement shall not come due until all necessary permits and
4 licensures are obtained and NNMS begins to conduct business on the Property. *See* Section 3 of
5 the Lease Agreement, a true and correct copy of which is attached hereto as Exhibit 1.
6

7 18. The Lease Agreement further provides that the commencement date of the
8 agreement is the date upon which NNMS obtains all permits and licenses, including a certificate
9 of occupancy, if at all. *See* Exhibit 1, Section 2.

10 19. NNMS's position has been that it has no obligations to pay rent or otherwise
11 perform under the Lease Agreement until it obtains the necessary permits and licenses to operate
12 an MME, obtains a certificate of occupancy for whatever improvements are constructed on the
13 Property, and begins to actually conduct business, which the achievement of are solely under the
14 control of NNMS.
15

16 20. The Lease Agreement is illusory since NNMS has no obligated or bound by the
17 Lease Agreement unless it achieves the triggering events described in sections 2 and 3 of the
18 Lease Agreement.

19 21. Under NNMS's interpretation of the Lease Agreement, it can conceivably tie up
20 the Property in perpetuity, without ever having to pay rent or otherwise perform under the Lease
21 Agreement unless the triggering events for the Lease Agreement to become effective and for the
22 commencement date to begin as provided in sections 2 and 3 of the lease transpire, if ever.
23

24 22. Since entering into the Lease Agreement over a year and a half ago, NNMS has
25 chosen not to complete the triggering events described in sections 2 and 3 of the Lease
26 Agreement.
27

28 23. NNMS has not constructed any improvements on the Property.

1 24. NNMS has not received a Certificate of Occupancy with respect to the Property.

2 25. NNMS has not begun operating any business of any kind on the Property.

3 26. In fact, NNMS is not close to operating a business on the Property or even
4 constructing improvements to the Property.

5 27. To date, the Property remains a vacant and unimproved with the exception of the
6 water and power access provided by Plaintiffs.

7 28. Despite NNMS having done nothing to begin construction on the necessary
8 improvements to operate an MME or otherwise begin operating its business on the Property,
9 NNMS maintains that the Lease Agreement remains effective in perpetuity, preventing Plaintiffs
10 from seeking other tenants or uses of the Property.

11 29. NNMS has never paid any rent under the Lease Agreement.

12 30. NNMS has never taken possession of the Property.

13 31. NNMS has never paid the property taxes on the Property.

14 32. Despite the foregoing, NNMS maintains that it has a valid lease of the Property.

15 33. Under NNMS's interpretation of the Lease Agreement, Plaintiffs are essentially
16 hostages, required to keep the Property available to NNMS in perpetuity with NNMS having no
17 obligation to pay rent or otherwise perform under the Lease Agreement.

18 34. Plaintiffs have been and continue to be damaged by the loss of rental income from
19 the Property.

20 35. Under the Lease Agreement, there is mutuality of obligations between the parties.
21 While NNMS has not paid rent or provided any other valuable consideration to Plaintiffs for the
22 use of the Property, Plaintiffs have been obligated to keep the Property available to NNMS for its
23 use and benefit even though they deem the Lease Agreement ineffective based on NNMS's
24 position that the Lease Agreement is enforceable.

43. In addition, the absence of a judicial determination regarding the validity of the Lease Agreement will cause the interests of the parties to remain uncertain and contested.

44. Therefore, Plaintiffs seek a declaratory judgment that the Lease Agreement is invalid or ineffective and that they are not bound by the Lease Agreement because NNMS has failed to satisfy conditions precedent that would make the Lease Agreement valid and/or there is no mutuality of obligations between Plaintiffs and NNMS, relieving Plaintiffs of any further obligations under the Lease Agreement.

SECOND CAUSE OF ACTION
(Fraudulent Misrepresentation)

45. Plaintiffs repeat and reallege each and every allegation contained the previous paragraphs and incorporates the same by reference.

46. In negotiating the Lease Agreement in April of 2014, Bady intentionally misrepresented to Plaintiffs that the Lease Agreement would simply be a place-holder agreement for the purpose of allowing NNMS to apply for the permits and licenses to operate an MME that would be renegotiated once NNMS obtained the permits and licenses.

47. Bady's representations were false.

48. NNMS has refused to renegotiate the Lease Agreement and insists that the Lease Agreement remains valid and enforceable.

49. Plaintiffs' reasonably relied on Bady's representations in executing the Lease Agreement.

50. But for these representations on behalf of NNMS, Plaintiffs would not have executed the Lease Agreement.

51. Defendants' fraudulent misrepresentation has damaged Plaintiff in an amount in excess of \$10,000.

1 52. Defendants' actions were intentional, in bad faith, oppressive and made or
2 committed

3 with malice for which Plaintiffs are entitled to punitive damages in excess of \$10,000 against said
4 defendants to deter him and others from engaging in similar behavior.

5 53. Defendants' actions have compelled Plaintiffs to employ attorneys to obtain
6 redress, entitling them to reasonable attorneys' fees and costs therefor.
7

8 **THIRD CAUSE OF ACTION**
9 **(Negligent Misrepresentation)**

10 54. Plaintiffs repeat and re-allege each and every allegation contained the previous
11 paragraphs and incorporates the same by reference.

12 55. In negotiating the Lease Agreement in April of 2014 on behalf of NNMS, Bady
13 falsely represented to Plaintiffs that the Lease Agreement would simply be a place-holder
14 agreement for the purpose of allowing NNMS to apply for the permits and licenses to operate an
15 MME that would be renegotiated once NNMS obtained the permits and licenses.

16 56. Plaintiffs reasonably relied on the false representations to Plaintiffs' detriment.

17 57. Bady negligently made the representations to mislead Plaintiffs into executing the
18 Lease Agreement, which NNMS has relied on to tie up the Property for more than a year and a
19 half to date, without paying any rent.
20

21 58. Bady made the false representations as the manager of NNMS.

22 59. The acts and omissions of Defendants caused damages to Plaintiffs in excess of
23 \$10,000 and an amount to be determined at trial.

24 60. Plaintiffs have been forced to retain counsel to prosecute his claims, and is entitled
25 to an award of attorneys' fees and costs.
26

27 61. Defendants' actions have damaged Plaintiffs in an amount in excess of \$10,000.
28

62. Plaintiffs have been forced to retain an attorney to prosecute its claims against Defendants and is entitled to receive its attorneys' fees and costs therefore.

FOURTH CAUSE OF ACTION
(Rescission)

63. Plaintiffs repeat and re-allege each and every allegation contained the previous paragraphs and incorporates the same by reference.

64. Plaintiffs would never have entered into the Lease Agreement but for Defendants' false representations concerning their intent to negotiate and enter into a new lease after Defendants obtained the permits and licenses necessary to operate an MME.

65. Defendants' representations were false.

66. Defendants intended Plaintiffs to rely on their representations concerning the Lease Agreement.

67. Based on Plaintiffs' false representations, the Lease Agreement should be rescinded and the parties placed in the position they occupied prior to executing the contract.

68. Plaintiff has been forced to retain an attorney to prosecute its claims against Defendant and is entitled to receive its attorneys' fees and costs therefore.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendants as follows:

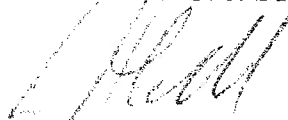
1. For a declaratory judgment, declaring that the Lease Agreement is invalid and that Plaintiffs are not bound by it
2. For rescission of the Lease Agreement;
3. For damages in an amount to be proven at trial;
4. For punitive damages;
5. For the amount of attorneys' fees and costs incurred by him in bringing this action and recovering the damages sought herein; and

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6. For such other and further relief as this Court deems just and proper.

DATED this 14 day of December, 2015.

HUTCHISON & STEFFEN, LLC



Joseph S. Kistler (3458)
Jeffrey R. Hall (9572)
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145

Attorneys for Plaintiffs

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EXHIBIT PAGE ONLY

EXHIBIT 1

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

Original
Document

LEASE AGREEMENT
RALPH and BETTY McKNIGHT and
NYE NATURAL MEDICINAL SOLUTIONS, LLC

THIS LEASE AGREEMENT is made and entered into April 24, 2014, by and between Ralph and Betty McKnight, as Trustees for the Ralph L. and Betty L. McKnight Trust, whose address is 2216 Glenbrook Way, Las Vegas, Nevada 89117 (hereinafter together referred to as "Landlord"), and the Nye Natural Medicinal Solutions, LLC, whose address is 150 S Highway 160 Suite B-414, Pahrump, Nevada 89048 (hereinafter referred to as "Tenant" and, together with Landlord, the "Parties").

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A" attached hereto and by reference made a part hereof (the "Premises"), together with, as part of the parcel, all improvements located thereon.

ARTICLE II - LEASE TERM

Section 1. Total Term of Lease. The term of this Lease shall begin on the Commencement Date, as defined in Section 2 of this Article II, and shall terminate ten (10) years thereafter (the "Initial Lease Term" and, the date of termination, "Termination Date"). Tenant shall have the right to extend the lease term on the terms set forth herein for two (2) additional ten (10) year periods by providing Landlord ninety days (90) days written notice prior to the Termination Date, and in the case of an extension, ninety (90) days prior to the termination of the extended lease period.

Section 2. Commencement Date. The "Commencement Date" shall mean the date on which the Tenant receives the final required permits and licenses, including the Certificate of Occupancy, if at all. The Parties understand that this Lease is subject to the Tenant's successful application and approval from various local, city and state offices, which approvals are necessary to the ownership and operation of the intended business.

Section 3. Effectiveness of Lease. The Parties agree this Lease shall not be effective, and that Tenant's obligations hereunder shall not become due, unless and until all necessary permits and licensures are obtained, and Tenant commences to conduct business on the Premises. The Parties agree that Tenant shall be deemed to have commenced business, and thus this Lease shall only become effective, once (1) all necessary licenses and permits have been obtained and (2) Tenant has received the Certificate of Occupancy.



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ARTICLE III - EXTENSIONS

In the absence of an extension as described in Article II, the parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

ARTICLE IV - DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent (the "Basic Rent") for the first year of the Lease shall be Sixty Thousand Dollars (\$60,000.00). During the second year of the Term, the Basic Rent shall be \$120,000 per year. During the remainder of the Initial Lease term, the Basic Rent shall escalate at the beginning of each year at the rate of ten percent (10%) per year. In the event Tenant decides to extend the Lease by providing written notice to Landlord, the Basic Rent shall increase by five percent (5%) for each year thereof.

Section 2. Payment of Basic Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.

Initial Lease Term, Year Number	Monthly Basic Rent
1	5,000.00
2	10,000.00
3	11,000.00
4	12,100.00
5	13,310.00

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6	14,641.00
7	16,105.00
8	17,716.00
9	19,487.00
10	21,436.00

First Extension, Year Number	Monthly Basic Rent
11	22,508.00
12	23,633.00
13	24,815.00
14	26,055.00
15	27,358.00
16	28,726.00
17	30,162.00

Handwritten signature

18	31,671.00
19	33,254.00
20	34,917.00

Second Extension, Year Number	Monthly Base Salary
21	36,663.00
22	38,496.00
23	40,421.00
24	42,442.00
25	44,564.00
26	46,792.00
27	49,132.00
28	51,588.00
29	54,168.00
30	56,876.00

Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any renewals or extensions as may be agreed upon.

A late fee in the amount of Two Hundred and Fifty Dollars (\$250.00) shall be assessed if payment is not postmarked or received by Landlord on or before the tenth (10th) day of each month. If the Term does not commence on the first day of a calendar month, Tenant will pay in advance, on the first day of the Term, a pro rata part of the regular monthly rent installment, based on the number of days of the Term occurring within the calendar month in which the Term commences; and the rent installment due on the first day of the last calendar month occurring during the Term shall be similarly prorated.

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All rental payments and other payments by Tenant to Landlord shall be mailed or delivered to Landlord at the address of Landlord indicated herein or to such other person or address in such city as Landlord may direct by written notices to Tenant. Tenant hereby waives any and all notices and demands for payment of the monthly rental payments of Basic Rent due under this Lease to Landlord.

ARTICLE V - SECURITY DEPOSIT

The Parties agree that because the Premises is currently a vacant, undeveloped lot, and because of the extensive nature of the investment Tenant will undertake to improve the Premises for use as its intended purpose, Landlord will not require a security deposit prior to or at any time during the Lease term.

ARTICLE VI - TAXES

Section 1. Personal Property Taxes. The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

Section 2. Real Estate Taxes. During the continuance of this lease Tenant shall be liable for all property taxes and ordinary assessments, and shall pay same prior to their become past due.

ARTICLE VII - CONSTRUCTION AND COMPLETION

Section 1. Improvements by Tenant. Landlord grants Tenant the right to improve, develop and use any or all of the Premises as Tenant deems fit, including but not limited to building structures, permanent or impermanent, on the land. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements



shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant.

Nothing herein shall obligate Tenant to remove, disassemble or destroy any buildings or other improvements to the Premises at any time, including but not limited to the Termination Date. Similarly, Tenant may, at its own cost, remove, disassemble or destroy any such improvements made to the Premises during the Lease term.

Section 2. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises.

ARTICLE VIII - OBLIGATIONS FOR REPAIRS

Section 1. Tenant's Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.

Section 2. Tenant's Alterations. Tenant may make structural additions, changes, alterations and removals to the Leased Premises during the Lease term. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi

public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.

Section 3. Permits and Expenses. Tenant agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

ARTICLE IX – TENANT'S COVENANTS

Section 1. Tenant's Covenants. Tenant covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant

is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

ARTICLE X - INDEMNITY BY TENANT

Section 1. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the Commencement Date and no such policy shall be cancellable without ten (10) days prior written notice to Landlord.

ARTICLE XI - USE OF PROPERTY BY TENANT

Section 1. Use. It is understood by and between the Parties that the Leased Premises are intended to be occupied and used by Tenant as a Medical Marijuana Establishment (MME). Such MME may include, but not be limited to, the cultivation, processing and sale of marijuana. Landlord understands and accepts this intended use, and agrees to allow Tenant to undertake any legal use of the Premises without interference, including for any and all matters related to the legal cultivation, processing, or sale of marijuana.

ARTICLE XII - SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior and exterior of the Leased Premises.

ARTICLE XIII - INSURANCE

Section 1. Insurance Proceeds. In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:

- a. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;
- b. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
- c. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

Section 2. Subrogation. Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

Section 3. Contribution. Tenant shall reimburse Landlord for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Landlord, at its sole and exclusive option, should select.

ARTICLE XIV - DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

ARTICLE XV - CONDEMNATION

Section 1. Total Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

Section 2. Partial Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by fifteen (15%) percent or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provisions of Section 1 of this Article XV, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

Section 3. The Award. All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personalty and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

Section 4. Release. In the event of any termination of this Lease as the result of the provisions of this Article XV, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

ARTICLE XVI - DEFAULT

Section 1. LANDLORD'S Remedies.

In the event that:

- a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or
- b. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or
- c. Sixty (60) days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-

dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant);

then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

i. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or

iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take

possession of the Premises or any part thereof, and, at landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

v. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

vi. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

vii. Pursue such other remedies as are available at law or equity.

e. Landlord's pursuit of any remedy or remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or

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concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 2. LANDLORD'S Self Help. If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

Section 3. Tenant's Self Help. If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or

through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefor.

ARTICLE XVII - MISCELLANEOUS

Section 1. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

a. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and

b. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of Articles XIII, XIV or XV, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XVII means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

Section 2. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

Section 3. Zoning and Good Title. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all

encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use", or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within thirty (30) days after written request therefor by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate, provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.

Section 4. Licenses. It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefor; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

ARTICLE XVIII - EXTENSIONS/WAIVERS/DISPUTES

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III hereof.

Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 4. Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 5. Tenant's Right to cure LANDLORD'S Default. In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge

to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.

Section 6. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

ARTICLE XIX - PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

Section 2. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

ARTICLE XX - MISCELLANEOUS

Section 1. Assignment and Subletting. Under the terms and conditions hereunder, Tenant shall have the right to transfer and assign this lease, with Landlord's written permission.

Section 2. Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 3. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 4. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 5. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding

upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 6. Brokerage. No party has acted as, by or through a broker in the effectuation of this Agreement, and no claims for broker's fees shall be made by any Party or third party.

Section 7. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 8. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Pahrump County, State of Nevada. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Section 9. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Section 10. Extraordinary remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

SIGNED:

Ralph McKnight 4-24-14
Ralph McKnight, Landlord Dated
as Trustee for the Ralph L. and Betty L. McKnight Trust

Betty McKnight 4-24-14
Betty McKnight, Landlord Dated
as Trustee for the Ralph L. and Betty L. McKnight Trust

Pejman Bady 4/28/14
Pejman Bady, on behalf of Tenant Dated
Nye Natural Medicinal Solutions, LLC

EXHIBIT "A" LEGAL DESCRIPTION

The following described real property, together with all improvements thereon:

Nye County parcel number 044-561-16 and Nye County parcel number 044-561-17

A portion of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 13, Township 21 South, Range 53 East, M.D.B. & M., more particularly described as Parcels One (1) and Two (2) as shown by Parcel Map recorded October 18 1999, as File No. 480157 of Official Records Nye County, Nevada.

which has a street address as follows:

6130 Homestead Road, Pahrump, Nevada 89048
2801 E Thousandaire Blvd, Pahrump, Nevada 89048

Initials:

LANDLORD BM

LANDLORD BM

TENANT

LEASE AGREEMENT
RALPH and BETTY McKNIGHT and
NYE NATURAL MEDICINAL SOLUTIONS, LLC

ADDENDUM 1

ADDENDUM "1" to Lease is executed concurrently with and is part of that Lease dated April 24, 2014, which is attached, by and between by and between Ralph and Betty McKnight, as Trustees for the Ralph L. and Betty L. McKnight Trust, whose address is 2216 Glenbrook Way, Las Vegas, Nevada 89117 (hereinafter together referred to as "Landlord"), and the Nye Natural Medicinal Solutions, LLC, whose address is 150 S Highway 160 Suite B-414, Pahrump, Nevada 89048 (hereinafter referred to as "Tenant" and, together with Landlord, the "Parties").

Article XIX.

ADDED:

Property Damage. Section 3. Contamination. If the Tenant causes or permit the presences of any hazardous substance on the premises and this results in contamination, of the property, Tenant shall promptly, at his sole expense, take any and all necessary actions to return the premises to the condition existing before the presence of any such contamination. Tenant shall promptly notify the Landlord of the existing contamination and Tenant shall pay for all remediation required by law to restore property.

Article XX.

REVISED:

Miscellaneous. Section 1. Assignment and Subletting. Landlord and Tenant shall agree to all subleases assigned to subject property. Landlord shall notify Tenant of any intentions to lease any portion of that property which is currently being leased by Tenant. Landlord will not sublet any portion of that property which Tenant has previously provided approved plans for to the Landlord.

ADDED:

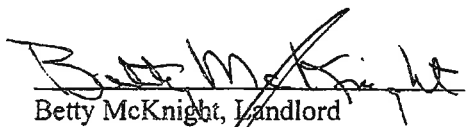
Section 11. Water. Tenant is aware that the property is a dry land for a five (5) month period from May through September. During which time tenant will be responsible for finding alternative water sources. *TENANT HAS THE RIGHT TO TERMINATE THIS LEASE IF TENANT CANNOT FIND ALTERNATIVE WATER SOURCE*

SIGNED:


Ralph McKnight, Landlord

4-24-14
Dated

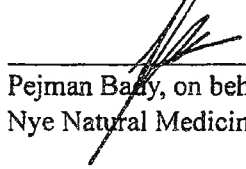
as Trustee for the Ralph L. and Betty L. McKnight Trust



Betty McKnight, Landlord
as Trustee for the Ralph L. and Betty L. McKnight Trust

4-24-14

Dated



Pejman Bady, on behalf of Tenant
Nye Natural Medicinal Solutions, LLC

4/28/14

Dated

IAFD
Joseph S. Kistler (3458)
Jeffrey R. Hall (9572)
HUTCHISON & STEFFEN, LLC
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Tel: (702) 385-2500
Fax: (702) 385-2086
jkistler@hutchlegal.com
jhall@hutchlegal.com

Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

RALPH L. AND BETTY L. MCKNIGHT as
TRUSTEES of the RALPH L. AND BETTY
L. MCKNIGHT TRUST

Plaintiffs,

v.

PEJMAN BADY, an individual; NYE
NATURAL MEDICINAL SOLUTIONS,
LLC, a Nevada limited liability company,
DOES I through X, inclusive, and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No.:
Dept. No.:

BUSINESS COURT REQUESTED

INITIAL APPEARANCE FEE DISCLOSURE

(NRS CHAPTER 19)

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

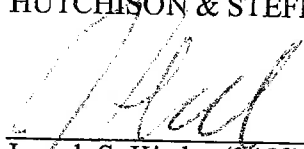
1 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
2 the following parties appearing in the above-entitled action as indicated below:

3 Plaintiff: RALPH L. AND BETTY L. MCKNIGHT as TRUSTEES of the
4 RALPH L. AND BETTY L. MCKNIGHT TRUST

5 TOTAL REMITTED: \$1530.00

6 DATED this 14 day of December, 2015.

7
8 HUTCHISON & STEFFEN, LLC

9
10 
11 Joseph S. Kistler (3458)
12 Jeffrey R. Hall (9572)
13 10080 West Alta Drive, Suite 200
14 Las Vegas, NV 89145

15 *Attorneys for Plaintiffs*
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EXHIBIT 30

EXHIBIT 30

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.): 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: 1320/1324 S 3rd Street
Las Vegas, NV 89104

MME local jurisdiction: Las Vegas

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Jennifer M. Goldstein

For MME dispensaries only – proposed hours of operation:
6:00am - 10:00pm

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.

N/A

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.

Pouya Mohajer, MD

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

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

N/A

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

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

N/A

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	44.48% Owner	Clark Natural Medicinal Solutions, LLC
Shane Terry	22.19% Owner	Clark Natural Medicinal Solutions, LLC
Pouya Mohajer	19.17% Owner	Clark Natural Medicinal Solutions, LLC
Jennifer Goldstein	6.79% Owner	Clark Natural Medicinal Solutions, LLC
Ryan Winmill	1.70% Owner	Clark Natural Medicinal Solutions, LLC
John Penders	1.70% Owner	Clark Natural Medicinal Solutions, LLC
Joseph Kennedy	0.97% Owner	Clark Natural Medicinal Solutions, LLC
Pejman Bady	44.48% Owner	Nye Natural Medicinal Solutions, LLC
Shane Terry	22.19% Owner	Nye Natural Medicinal Solutions, LLC
Pouya Mohajer	19.17% Owner	Nye Natural Medicinal Solutions, LLC
Jennifer Goldstein	6.79% Owner	Nye Natural Medicinal Solutions, LLC
Ryan Winmill	1.70% Owner	Nye Natural Medicinal Solutions, LLC
John Penders	1.70% Owner	Nye Natural Medicinal Solutions, LLC
Joseph Kennedy	0.97% Owner	Nye Natural Medicinal Solutions, LLC

MME projected date to be fully operational: April 15, 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.

Business License material submitted. Building construction plans have been approved, demo is complete, and we are pending the beginning of construction. Upon completion of construction and satisfactory inspection, license will be issued.

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.

Original plan involved an adaptive re-use of an existing building. On 10/6/15, the building collapsed due to faulty construction from 1948. We had to create and submit plans for a new building, which were approved by the City and construction is pending.

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.

N/A

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.

N/A

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.

As we progress and become closer to commencing operations, we will finalize the agent card submissions for all owners, officers and board members. Similarly, we don't yet have employees, and will submit their paperwork upon hire.

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.

Demo and site excavation is complete. Construction plans are approved and construction is pending. Construction is expected to start in Dec 2015 or Jan 2016 and expected to be complete in March 2016 and open in April 2016.

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.

The building collapsed, thus necessitating we construct an entire new building. We are set to begin construction in the December/January timeframe. Equipment will be installed upon completion of construction—March 2016.

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.

Although we have received approval from the State for our logo, we have not submitted a final advertising plan and have thus not received final approval from the State.

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 pre-construction demolition and site work for this dispensary was complete in late September 2015 and we were pending the approval of our construction permit for our tenant improvements when the building collapsed after a rainfall on October 6, 2015. Prior to the building collapse, this dispensary was on track to open in November 2015; however, the event required NuVeda to redesign it's building as a ground-up new construction project and thus required NuVeda to completely re-accomplish the design and construction permitting process. At this point, NuVeda has received approval of its new construction plans and is pending the issuance of its construction permit. NuVeda plans to open this dispensary before the 18-month requirement imposed by the NRS and NAC.

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.

 St 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: Shane M. Terry

MME contact address: 222 Karen Avenue #3305, Las Vegas, NV 89109

MME contact phone: 702-858-2465

MME contact email address: sterry@nuveda.org

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: *St* 15 Dec 15

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
North Las Vegas, NV 89030

MME local jurisdiction: North Las Vegas

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Jennifer M. Goldstein

For MME dispensaries only – proposed hours of operation:
Open 24 hrs/daily – SUP permits 24-hr operations

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.
N/A

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.
Pouya Mohajer, MD

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

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

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

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

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	44.48% Owner	Clark Natural Medicinal Solutions, LLC
Shane Terry	22.19% Owner	Clark Natural Medicinal Solutions, LLC
Pouya Mohajer	19.17% Owner	Clark Natural Medicinal Solutions, LLC
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Ryan Winmill	1.70% Owner	Clark Natural Medicinal Solutions, LLC
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Joseph Kennedy	0.97% Owner	Clark Natural Medicinal Solutions, LLC
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Ryan Winmill	1.70% Owner	Nye Natural Medicinal Solutions, LLC
John Penders	1.70% Owner	Nye Natural Medicinal Solutions, LLC
Joseph Kennedy	0.97% Owner	Nye Natural Medicinal Solutions, LLC

MME projected date to be fully operational: May 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.

Business License material submitted. It will not be issued until after completion of construction and inspections prior to opening.

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.

Certificate of Occupancy will be issued after construction is completed.

Expect to begin remodel in February of 2016.

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.

N/A

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.

N/A

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.

As we progress and become closer to commencing operations, we will finalize the agent card submissions for all owners, officers and board members. Similarly, we don't yet have employees, and will submit their paperwork upon hire.

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.

Construction has yet to begin. We have learned significant lessons from our design of our Las Vegas dispensary and plan to incorporate those into revised plans to submit to North Las Vegas in late January 2016. Additionally, we were evaluating an alternative location, but determined it not to be in our best interests in Nov 2015.

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.

Equipment will be installed at the completion of construction in late-Spring 2016.

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.

Although we have received approval from the State for our logo, we have not submitted a final advertising plan and have thus not received final approval from the State.

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:

This dispensary was not built immediately due to prioritizing our first dispensary in Las Vegas; however, we still intend to open it by May 2016. The lack of sufficient cultivation facilities in the Las Vegas area leading to the few dispensaries that are open to endure supply difficulties. As a result, we plan to open our dispensaries in Spring 2016 when the medical marijuana supply is more robust and stable.

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.

CS 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.

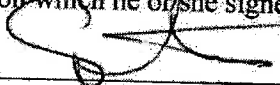
MME contact name: Shane M. Terry

MME contact address: 222 Karen Avenue #3305, Las Vegas, NV 89109

MME contact phone: 702-858-2465

MME contact email address: sterry@nuveda.org

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:  15 Dec 15

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
North Las Vegas, NV 89124

MME local jurisdiction: North Las Vegas

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Jennifer M. Goldstein

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.
N/A

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.
Pouya Mohajer, MD

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

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

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

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

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	44.48% Owner	Nye Natural Medicinal Solutions, LLC
Shane Terry	22.19% Owner	Nye Natural Medicinal Solutions, LLC
Pouya Mohajer	19.17% Owner	Nye Natural Medicinal Solutions, LLC
Jennifer Goldstein	6.79% Owner	Nye Natural Medicinal Solutions, LLC
Ryan Winmill	1.70% Owner	Nye Natural Medicinal Solutions, LLC
John Penders	1.70% Owner	Nye Natural Medicinal Solutions, LLC
Joseph Kennedy	.97% Owner	Nye Natural Medicinal Solutions, LLC
Phillip Ivey, Jr	3% Owner	Nye Natural Medicinal Solutions, LLC
Pejman Bady	45.86% Owner	Clark NMSD, LLC
Shane Terry	22.88% Owner	Clark NMSD, LLC
Pouya Mohajer	19.76% Owner	Clark NMSD, LLC
Jennifer Goldstein	7% Owner	Clark NMSD, LLC
Ryan Winmill	1.75% Owner	Clark NMSD, LLC
John Penders	1.75% Owner	Clark NMSD, LLC
Joseph Kennedy	1% Owner	Clark NMSD, LLC

MME projected date to be fully operational: July 1, 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.

Business License materials have been submitted; the City of North Las Vegas does not issue business licenses until after the completion of all construction and inspections.

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.

Please see answer to #10, below. We have the plans for our facility sufficient to release the RFP for part manufacturing; however, delays to infrastructure build-out in the area are causing an overall schedule delay.

We are pressing forward with off-the-grid power solutions and also looking at other possible sites.

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.

N/A

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.

N/A

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.

As we progress and become closer to commencing operations, we will finalize the agent card submissions for all owners, officers and board members. Similarly, we don't yet have employees, and will submit their paperwork upon hire.

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.

Please see answer to #10, below. Plans are pending and ready for RFP for building manufacturing; however, significant issues exist with sufficient utilities at the current location which have delayed our beginning and caused us to look at alternative locations.

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.

Facility is not constructed yet. Equipment will be installed upon completion of construction.

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. This extension is for a cultivation license.

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.

Although we have received approval from the State for our logo, we have not submitted a final advertising plan and have thus not received final approval from the State.

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 most significant delay for opening the facility associated with this license is that the industrial park where it is located, Apex, does not have sufficient power or wet utilities to support the MME businesses planning to operate there.

Additionally, NV Energy assured the industry that power would be built and available for use by mid-August 2015. Subsequent to that, NV Energy revised its estimate to mid-2016.

It appears that wet utilities may be available in mid 2016. Due to these circumstances,

we are evaluating power solutions that would be off-the-grid as a replacement for NV Energy and also looking at other suitable properties where existing infrastructure will be sufficient to support our facility.

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.

 St 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: Shane M. Terry

MME contact address: 222 Karen Avenue #3305, Las Vegas, NV 89109

MME contact phone: 702-858-2465

MME contact email address: sterry@nuveda.org

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: *St* 15 Dec 15

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
North Las Vegas, NV 89124

MME local jurisdiction: North Las Vegas

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Jennifer M. Goldstein

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.
N/A

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.
Pouya Mohajer, MD

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

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

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

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

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	44.48% Owner	Nye Natural Medicinal Solutions, LLC
Shane Terry	22.19% Owner	Nye Natural Medicinal Solutions, LLC
Pouya Mohajer	19.17% Owner	Nye Natural Medicinal Solutions, LLC
Jennifer Goldstein	6.79% Owner	Nye Natural Medicinal Solutions, LLC
Ryan Winmill	1.70% Owner	Nye Natural Medicinal Solutions, LLC
John Penders	1.70% Owner	Nye Natural Medicinal Solutions, LLC
Joseph Kennedy	.97% Owner	Nye Natural Medicinal Solutions, LLC
Phillip Ivey, Jr	3% Owner	Nye Natural Medicinal Solutions, LLC

Pejman Bady	45.86% Owner	Clark NMSD, LLC
Shane Terry	22.88% Owner	Clark NMSD, LLC
Pouya Mohajer	19.76% Owner	Clark NMSD, LLC
Jennifer Goldstein	7% Owner	Clark NMSD, LLC
Ryan Winmill	1.75% Owner	Clark NMSD, LLC
John Penders	1.75% Owner	Clark NMSD, LLC
Joseph Kennedy	1% Owner	Clark NMSD, LLC

MME projected date to be fully operational: July 1, 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.

Business License materials have been submitted; however the City of North Las Vegas does not issue Business Licenses until after the completion of construction and inspections.

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.

Please see answer to #10, below. We have the plans for our facility sufficient to release the RFP for part manufacturing; however, delays to infrastructure build-out in the area are causing an overall schedule delay.

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.

N/A

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.

N/A

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.

As we progress and become closer to commencing operations, we will finalize the agent card submissions for all owners, officers and board members. Similarly, we don't yet have employees, and will submit their paperwork upon hire.

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.

Please see answer to #10. Plans are pending and ready for RFP for manufacturing; however, significant issues exist with sufficient utilities at the current location which have delayed our beginning and causing us to look at alternative locations.

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.

Facility is not constructed yet. Equipment will be installed upon finalization of construction.

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.

We have the floorplan finalized but are not finalized on our equipment set up and we have uncertainty as to our location due to utility infrastructure issues that were not expected. Expect to send to Division ASAP after decision is made.

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.

Although we have received approval from the State for our logo, we have not submitted a final advertising plan and have thus not received final approval from the State.

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 most significant delay for opening the facility associated with this license is that the industrial park where it is located, APEX, does not have sufficient power or wet utilities to support the MME businesses planning to operate there. NV Energy assured the MME industry that power infrastructure would be built and available in August 2015. Subsequently, NV Energy revised its estimate to mid-2016. Wet utilities are expected to be in place sometime in mid-2016. Due to these circumstances, we are evaluating power solutions that would be off-the-grid as a replacement for NV Energy and also looking at other suitable properties where existing infrastructure will be sufficient to support our facility.

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.

GO 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: Shane M. Terry

MME contact address: 222 Karen Avenue #3305, Las Vegas, NV 89109

MME contact phone: 702-858-2465

MME contact email address: sterry@nuveda.org

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:  15 Dec 15

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.): 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 Thousandaire Blvd
Pahrump, NV 89048

MME local jurisdiction: Nye County

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Jennifer M. Goldstein

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.
N/A

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.
Pouya Mohajer, M.D.

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

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

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

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

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	44.48% Owner	Clark Natural Medicinal Solutions, LLC
Shane Terry	22.19% Owner	Clark Natural Medicinal Solutions, LLC
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Joseph Kennedy	1% Owner	Clark NMSD, LLC

MME projected date to be fully operational: July 1, 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.

Business License material submitted and will not be issued until completion of construction and final inspections.

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.

We are in the preconstruction phase. Certificate of Occupancy will be issued after construction is complete in 2016.

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.

N/A

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.

N/A

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.

As we progress and become closer to commencing operations, we will finalize the agent card submissions for all owners, officers and board members. Similarly, we don't yet have employees, and will submit their paperwork upon hire.

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.

After award of the provisional license, the landlord sought to renegotiate lease terms and boundaries for our parcel causing

a significant delay in the build timeline. We currently have the plans complete and ready for RFP release for manufacturing of the building material,

We plan to release this RFP and finalize our building permits as soon as the renegotiated lease is finalized.

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.

Equipment will be installed upon completion of construction.

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.

The floor plan of the facility is final pending agreement on renegotiated lease. Equipment list is still being finalized.

Once both of these are complete, our production plan will be finalized and sent to the Division for a approval.

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.

Although we have received approval from the State for our logo, we have not submitted a final advertising plan and have thus not received final approval from the State.

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:

After the issuance of provisional licenses by the State, the landowner associated with this facility expressed his

desire to renegotiate the lease terms and redefine the parcel boundaries for this facility. If necessary, we will seek to

enforce the existing lease, but in the interests of maintaining a positive working relationship with the landlord, we are trying

to come to terms on a new lease as we evaluate alternative properties.

Once those matters are finalized, we will submit plans to the County for approval and begin construction.

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:

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 ST 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: Shane M. Terry

MME contact address: 222 Karen Avenue #3305, Las Vegas, NV 89109

MME contact phone: 702-858-2465

MME contact email address: sterry@nuveda.org

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: *ST* 15 Dec 15

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
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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 Thousandaire Blvd
Pahrump, NV 89048

MME local jurisdiction: Nye County

MME agent card designee (name of the person designated to submit applications for agent cards on behalf of the MME): Jennifer M. Goldstein

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.
N/A

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.
Pouya Mohajer, MD

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

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

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

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

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.

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MME projected date to be fully operational: July 1, 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.

Business License material submitted and will not be issued until completion of construction and final inspections.

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.

We are in the preconstruction phase. Certificate of Occupancy will be issued after construction is complete in 2016.

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.

N/A

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.

N/A

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.

As we progress and become closer to commencing operations, we will finalize the agent card submissions for all owners, officers and board members. Similarly, we don't yet have employees, and will submit their paperwork upon hire.

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.

After award of the provisional license, the landlord sought to renegotiate lease terms and boundaries for our parcel causing significant delay in the build timeline. We currently have plans complete ready for govt submittal and RFP release for manufacture of building materials. We plan to release the RFP and finalize permits ASAP after lease is finalized.

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.

Equipment will be installed upon completion of construction.

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.

Although we have received approval from the State for our logo, we have not submitted a final advertising plan and have thus not received final approval from the State.

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:

After the issuance of provisional licenses by the State, the landowner associated with this facility expressed his desire to renegotiate the lease terms and redefine the parcel boundaries for this facility. This renegotiation has taken months. We have evaluated alternative properties and continued to pursue negotiations for our current leasehold. Once the agreement is finalized, we will submit plans to the County for approval and begin construction.

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.

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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.

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 St 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: Shane M. Terry

MME contact address: 222 Karen Avenue, #3305, Las Vegas, NV 89109

MME contact phone: 702-858-2465

MME contact email address: sterry@nuveda.org

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: *St* 15 Dec 15

Corporate & Personal Liabilities

NuVeda LLC Loans

Name of Creditor	Term of Loan	Original Amount	Monthly Payment	Interest Rate	Secured by (Leine)	Amount Owning
RealCap Funding, LLC	18 Months	750,000	7,516.00	12%	Yes	750,000
2 Prime, LLC	12 Months	310,000	2,195.84	8.50%	No	310,000
Mohsen Bahri	12 Months	500,000	3541.67	8.50%	Yes	500,000
Gregory Daniel	36 Months	200,000	5,994.18	5%	No	188,012
Total						1,748,012

NuVeda Accounts Payable

Name						Amount Due
4Front Advisors, LLC						446,200
FloraSearch						48,000
Trinity Haven						18,857
TriQ						71,000
Stevenson Law Firm						55,000
GC Garcia						251,225
PB Strategies, Inc. (9/30/15)						66,148
Pouya Mohajer						75,369
Pejman Bady						5,101
Shane Terry						61,782
Jennifer Goldstein (1929 N Las Vegas Application)						47,661
BM LLP						986,036
Wells Littlefield						90,000
1320 S 3rd Street - Rent						60,000
2113 N Las Vegas Blvd - Rent						150,500
Growth Farm						4,000
FamaPR						12,000
TWG						158,336

Estimate

Total										2,607,214
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Total NuVeda Liabilities **4,355,226** H10+H30

Capital Contributions per OA 7.16.14

Contributing Member							Amount
Pej Bady							440,000
Pouya Mohajer							440,000
Shane Terry							120,000
Total							1,000,000

Personal (Non-NuVeda) Liabilities

Name							Amount
2113 Investors - 3rd St Purchase							869,000
2113 Investors - NLV Purchase							2,568,000
Mohsen Bahri							500,000
Majid Golpa							600,000
Total							4,537,000

Liability Summary

NuVeda Debt & Accounts Payable 4,355,226
NuVeda Liabilities & Capital Contributions \$ 5,355,226

Non-NuVeda Liabilities 4,537,000

Combined Liabilities (NuVeda & Non-NuVeda) & Invested Capital 9,892,226

Property Associated Liabilities

Option A **CLV Dispensary & Nye County Cultivation/Production**

[illegible]

EXHIBIT 32

EXHIBIT 32

December NuVeda Expenses Paid Personally by Shane Terry

	Paid To:	Description:	Date Paid:	Amount:
<u>NuVeda Loans:</u>				
	WestStar Loan Service	Mortgage on Apex Land	12/1/15	\$ 7,516.00
	Dr. Greg Daniel	\$200K Note	12/4/15	\$ 5,994.18
	Mohsen Bahri	\$500K Note	12/3/15	\$ 3,541.67
	2Prime	\$310K Note	12/8/15	\$ 2,195.84
<u>Accounts Payable:</u>				
	Florasearch	Partial Payment of Outstan	12/1/15	\$ 3,000.00
	PF Stevenson Law	Partial Payment of Outstan	12/11/15	\$ 10,000.00
	Joe LaPuma	Contracting Agreement	12/1/15	\$ 2,000.00
	Wells Littlefield	Contracting Agreement	12/1/15	\$ 2,500.00
	City of Las Vegas	Permitting	12/9/15	\$ 330.00
	Wells Littlefield	Contracting Agreement	12/15/15	\$ 2,500.00
	Joe LaPuma	Contracting Agreement	12/17/15	\$ 2,500.00
	JAMS Mediation Fee	Court Order	12/18/15	\$ 3,072.50
	TRO Bond	Court Order	12/18/15	\$ 2,500.00
		Total		\$ 47,650.19

EXHIBIT 33

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STATE OF NEVADA

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

CODY PHINNEY, MPH
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

DEPARTMENT OF
PUBLIC HEALTH

DIVISION OF HUMAN SERVICES
BEHAVIORAL HEALTH
Program

1000 S. Suite 106
Las Vegas, NV 89106

Telephone: (775) 684-3213
Fax: (775) 684-3213
medicalmarijuana@health.nv.gov

December 8, 2015

RE: Nevada Medical Marijuana Program: New Process Efficiencies

Dear Medical Marijuana Establishments (MMEs):

The purpose of this communication is to highlight some recent improvements the Medical Marijuana Program has implemented in order to serve medical marijuana patients and establishments (MME) more efficiently. Prompted by feedback from patients and MME representatives, we have streamlined the establishment certification and patient card application processes. Please note the following highlights:

- NRS 453A.115 defines a medical marijuana dispensary as a business that acquires, possesses, delivers, transfers, supplies, sells or dispenses marijuana or related supplies and educational materials to the holder of a valid registry identification card. A valid registration card is required to purchase medical marijuana at a dispensary. Due to the current delay whereby an adult patient has to take their letter from the Division of Public and Behavioral Health (Division) to the Department of Motor Vehicles in order to obtain their registry identification card, the Division has identified the following solution. Effective immediately, the Division authorizes dispensaries to sell medical marijuana and medical marijuana products to patients who present a valid State of Nevada photo driver's license or identification (ID) and their Division-issued Letter of Acceptance, for up to 14 days from the date of the Division's letter. The information on the patient's Division-issued letter and ID must match. During those 14 days, the patient should receive their registry identification card in the mail from the DMV. After the 14-day grace period, dispensaries are not authorized to dispense medicine until the patient presents his or her DMV-issued registry identification card.
- The Program will conduct preliminary walk-throughs of MMEs upon request, and as time permits. The purpose of a preliminary walk-through is to assist MMEs with any questions they may have and to identify potential issues that could be corrected prior to scheduling the pre-opening inspection. In order to request and schedule a preliminary walk-through, MMEs must have completed all construction, and be near completion of all other state requirements. If the inspection

team shows up for a preliminary walk-through and the MME has misrepresented its completion status, the inspection team will not conduct the walk-through and the MME will be invoiced for the travel time of the inspection team. Hence, the Division recommends being as ready as possible when scheduling any type of inspection or review.

- The program receives an enormous amount of requests and questions from MMEs, but has a very limited number of staff available to respond to these requests. In order for us to serve you as efficiently as possible, please route the following common communications as follows:

Scheduling Opening Inspections and Walk-Throughs: To schedule these on-site visits, contact the appropriate Administrative Assistant. Southern Nevada MMEs should contact Jamie Chittenden (702-486-5403); Northern Nevada MMEs should contact Marilyn Gray (775-684-5925).

Questions for Inspectors and Auditors: Please limit your inquiries with our inspectors and auditors to topics related to inspections/audits and related requirements. Their workloads are very high. They are out in the field the majority of their time. The program strives for consistent messaging. Therefore, we do not prefer that you use inspector and auditor time for legal interpretations, Division policy questions, questions regarding Provisional renewals, or other potentially controversial matters. Emails to inspectors and auditors are preferred over telephone calls.

Questions regarding Division policy, interpretations of Nevada Revised Statutes (NRS) or Nevada Administrative Code (NAC), Provisional Renewals, or general questions: For these matters, please contact one of the following:

Program Manager, Steve Gilbert, sgilbert@nv.gov

Program Supervisor, Kara Gaudin, kgaudin@nv.gov

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- In an effort to efficiently manage projects and process files in a timely manner, medical marijuana Inspectors and Auditors will adhere to established turnaround times for Statements of Deficiencies (SOD) and responses to Plans of Correction (POC). Quick turnaround times are dependent on the completeness of the documents provided by the MME. When submitting facility policies, procedures or POCs, when the documents are found to be thorough and complete, a quicker turnaround can be expected.
- MMEs are issued a final certificate when all inspection and documentation requirements are met and the establishment file is approved by the program. We have recently streamlined the program's review processes significantly. New MMEs can expect to see quicker turnarounds once they have provided staff with everything needed to be issued a final certificate.

- The MMEs provisionally registered in November, 2014 that have not yet received their final registration certificates must return their renewal packets to the Division postmarked no later than December 15, 2015. The renewal policy and forms are found at [http://d.bh.nv.gov/Re_MME/dta/Policies/Medical Marijuana Establishments MME - Policies/](http://d.bh.nv.gov/Re_MME/dta/Policies/Medical_Marijuana_Establishments_MME_-_Policies/)
- If an MME has submitted its provisional registration renewal on time and continues to make significant progress towards opening, the Division intends to take no action on the MME's certificate at the 18-month, May 3, 2016 deadline. However, if the MME is not making an effort to become operational, is unresponsive, or submits misleading or incorrect renewal information, the Division reserves the right to investigate and revoke the MME's registration.

In summary, the Division has streamlined the review and approval process as requested by the industry. The Division remains committed to hire and train sufficient staff to efficiently serve the Medical Marijuana Program. To do so will require the support of the MME industry in supplying accurate information to the Division and responding in a timely manner to inquiries from our program staff.

Sincerely,


Steve Gilbert, Program Manager
Medical Marijuana Program

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Sincerely,

A handwritten signature in black ink, appearing to read "Steve Gilbert", written over a horizontal line.

Steve Gilbert, Program Manager
Medical Marijuana Program

STATE OF NEVADA

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Governor

RICHARD WHITLEY, MS
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